



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Meeting Agenda

### City Council

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Tuesday, January 7, 2020

7:00 PM

Civic Center

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#### Regular Meeting

#### REGULAR AGENDA - 7:00 PM

##### I. CALL TO ORDER

##### II. PLEDGE OF ALLEGIANCE

##### III. ROLL CALL

##### IV. APPROVAL OF MINUTES

##### 1. [City Council Regular Meeting Minutes of December 3, 2019](#)

**Attachments:** [DRAFT City Council Special Meeting Minutes 120319](#)

##### V. PUBLIC BUSINESS FROM THE FLOOR

##### VI. CONSENT AGENDA

##### 1. [Acceptance of Resignation from Valdez Museum & Historical Archive Association Board of Directors \(Kaitlin Pabo-Eulberg\)](#)

**Attachments:** [VMHA Board Resignation\\_Pabo-Eulberg \(12.18.19\)](#)

##### 2. [Approval To Go Into Executive Session Re: Confidential HR Matters](#)

**Sponsors:** City Council and Ferko

##### VII. ORDINANCES

##### 1. [#19-07 - Amending Title 4 of the Valdez Municipal Code by Creating Chapter 4.10, Titled Acquisition of Real Property. Second Reading. Adoption.](#)

**Attachments:** [#19-07 Amending Title 4 by Creating Chapter 4.10 Titled Acquisition of Real Property](#)

##### 2. [#19-08 - Amending Title 4 of the Valdez Municipal Code by Creating Chapter 4.09, Titled Lease of City Buildings. Second Reading. Adoption.](#)

**Attachments:** [#19-08 Creating Chapter 4.09 Lease of City Buildings](#)

##### VIII. RESOLUTIONS

1. [#20-01 - Establishing the Tax Calendar for the 2020 Tax Year](#)

**Sponsors:** City Council

**Attachments:** [2020 Tax Calendar Tax Resolution start](#)  
[Attachment A](#)

2. [#20-02 - Authorizing a Lease with Valdez Motor Sports Club, Inc. for a 10-Acre Portion of USS 439 \(Pipeyard\)](#)

**Attachments:** [Valdez Motor Sports Club Lease Application](#)  
[VMSC Resolution](#)  
[Pipeyard Aerial Map](#)  
[Public Works Comments](#)  
[Original Valdez Motor Sports Club Use Agreement](#)

IX. REPORTS

1. [Monthly Treasury Report - October, 2019](#)

**Sponsors:** City Council

**Attachments:** [2019-10 TREASURY](#)

2. [Change Order Report: Contract Amendment with DOWL, LLC for the Mineral Creek Construction Assistance contract.](#)

**Attachments:** [Executed - Mineral Creek Construction Assistance - Amendment #1](#)

3. [Procurement Report: Professional Services Agreement with ECI/HYER, Inc. for the New Museum Programming.](#)

**Attachments:** [Executed - New Museum Programming](#)

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

1. City Manager Report

1. [City Manager's Report 1/7/2020](#)

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. [Council Calendar - January 2020](#)

**Attachments:**      [Council Calendar - January 2019](#)  
                                 [Rauscher Townhall Valdez January 2020](#)



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 20-0002, **Version:** 1

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**ITEM TITLE:**

City Council Regular Meeting Minutes of December 3, 2019

**SUBMITTED BY:** Allie Ferko, CMC, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file

**SUMMARY STATEMENT:**

City Council regular meeting minutes of December 3, 2019 are attached for Council review.



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686



## Meeting Minutes - Draft

Tuesday, December 3, 2019

7:00 PM

Regular Meeting

Council Chambers

**City Council**

**REGULAR AGENDA - 7:00 PM****I. CALL TO ORDER**

Mayor O'Neil called the meeting to order at 7:00 p.m. in Valdez City Council Chambers.

**II. PLEDGE OF ALLEGIANCE**

The Valdez City Council led in the Pledge of Allegiance to the American flag.

**III. ROLL CALL**

Present: 6 - Mayor Jeremy O'Neil  
Council Member Christopher Moulton  
Council Member Sharon Scheidt  
Council Member Darren Reese  
Council Member Dennis Fleming  
Council Member Alan Sorum

Excused: 1 - Council Member Ron Ruff

Also Present: 6 - City Manager Mark Detter  
Assistant City Manager Nathan Duval  
Assistant City Manager Roxanne Murphy  
City Clerk Sheri Pierce  
Deputy City Clerk Allie Ferko  
City Attorney Jake Staser

**IV. PUBLIC BUSINESS FROM THE FLOOR**

Ms. Patty Relay, Valdez Convention & Visitors Bureau Board President

Ms. Relay provided a brief update on VCVB activities, including hiring Sharon Anderson as the new VCVB executive director, the upcoming VCVB annual meeting, and the upcoming new VCVB website launch.

Ms. Relay also shared upcoming holiday themed activities at the Valdez Museum.

Ms. Olivia Foster, Representative from Providence Valdez Medical Center

Ms. Foster invited the Council and community to view the upcoming film *No Small Matter*, a documentary which highlights the importance of early childhood education. The film, to be shown at the Civic Center at 6:00 p.m. on December 9<sup>th</sup>, will be followed by a panel discussion of local leaders. Representatives from the federally funded Thread Program will also participate in the panel.

**V. CONSENT AGENDA**

1. **Approval of Liquor License Renewal - Stampmill Restaurant**
2. **Acceptance of Resignation from the Providence Valdez Medical Center Health Advisory Council (Kaitlin Pabo-Eulberg)**
3. **Approval To Go Into Executive Session Re: C-Plan Litigation**

MOTION: Council Member Moulton moved, seconded by Council Member Reese, to approve the Consent Agenda. The motion carried by the following vote:

**VOTE ON THE MOTION:**

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum  
Absent: 1 - Council Member Ruff

**VI. NEW BUSINESS**

1. **Approval to Purchase a Caterpillar 966M Loader and Snow Blade from NC Machinery, Including Chains and Radio, in the Amount of \$347,672.35**

MOTION: Council Member Moulton moved, seconded by Council Member Reese, to approve purchase of a Caterpillar 966M Loader with snow blade from NC Machinery, plus chains and radio, in the amount of \$347,672.35. The motion carried by the following vote after the following discussion occurred.

Council Member Reese asked if the chains would be obtained through the state contract. Mr. Rob Comstock, city public works director, explained the chains were not included under the state contract. Due to the cost, procurement code requires obtaining quotes for the items. Mr. Comstock explained his staff try their best to obtain the best deals for quality equipment.

**VOTE ON THE MOTION:**

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum  
Absent: 1 - Council Member Ruff

2. **Approval of Providence Valdez Medical Center (PVMC) 2020 Budget**

MOTION: Council Member Moulton moved, seconded by Council Member Fleming, to the Providence Valdez Medical Center 2020 operating and capital budgets. The motion carried by the following vote after the following discussion occurred.

Mayor O'Neil recused himself from the discussion and vote on this item due to a conflict of interest, as he is employed as PVMC administrator.

Ms. Lindsie King, PVMC chief financial officer, explained the 2019 forecast is on track for a record-breaking year in terms of financial performance. Volume trends appear to be increasing overall with no particular driving area.

Mr. Jeremy O'Neil, PVMC administrator, stated there appears to be stability in most patient areas, with a steady increase regarding in-patient visits. He stated recent stabilization of medical service providers, due to efforts such as the city's physician recruitment/retention program, correlates to the hospital's positive financial performance.

Ms. King presented the Council with the proposed 2020 PVMC capital improvement list and related budget request. Council Member Scheidt asked for clarification on what the Council would be approving, as the original agenda item only detailed the operating budget. Mr. O'Neil clarified they were seeking approval on both the operating and capital budgets.

Council Member Reese inquired if the vehicles on the capital list would be new vehicles. Ms. King outlined the fleet vehicles might not be new. They would be used primarily to provide transportation for traveling PVMC staff.

Council Member Reese asked how the wheelchair van would be used and if it would be available for use by other organizations. Mr. O'Neil stated it would primarily be used as a replacement for the current inoperable van used by the hospital.

Council Member Moulton asked who performed the maintenance of PVMC vehicles. Mr. O'Neil stated, while the vehicles technically belong to the city, PVMC is responsible for insuring and performing maintenance on their fleet.

Mr. Detter asked if PVMC capital purchases would come before Council for approval. Mr. O'Neil explained if the capital items were approved by the Council now, they would go through the Providence procurement process. The purchases are not brought individually before Council for approval.

Council Member Moulton requested PVMC staff provide multi-year forecasting for lifecycle replacement of vehicles and major equipment, similar to what is provided for city equipment. Ms. King stated she would be happy to provide this information in the future.

Ms. Pierce clarified the maker of the motion and second should agree the motion to be voted on includes approval of both the PVMC operating and capital budgets. The maker of the motion (Council Member Moulton) and second (Council Member Fleming) agreed with the clarification on the scope of the motion.

#### VOTE ON THE MOTION:

Yays: 5 - Council Member Moulton, Council Member Scheidt,  
Council Member Reese, Council Member Fleming and Council  
Member Sorum

Absent: 1 - Council Member Ruff

Abstain: 1 - Mayor O'Neil

**VII. RESOLUTIONS**

- 1. #19-56 - Amending the 2019 City Budget by Accepting Book Basket Auction Proceeds in the Amount of \$4,362 to the Valdez Consortium Library and Authorizing Expenditure**

MOTION: Council Member Scheidt moved, seconded by Council Member Moulton, to approve Resolution #19-56. The motion carried by the following vote.

**VOTE ON THE MOTION:**

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

Absent: 1 - Council Member Ruff

- 2. #19-57 - Amending the 2019 City Budget by Accepting Unbudgeted Port Department Revenues Totaling \$250,000 and Appropriating \$57,000 to Port Electricity Expense**

MOTION: Council Member Moulton moved, seconded by Council Member Fleming, to approve Resolution #19-57. The motion carried by the following vote after the following discussion occurred.

Mayor O'Neil asked how this year compared to the auction in previous years. Ms. Mollie Good, head librarian, stated the 2019 auction had a great turnout and fantastic baskets, raising approximately \$2,000 more than the previous year.

**VOTE ON THE MOTION:**

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

Absent: 1 - Council Member Ruff

- 3. #19-58 - Amending the 2019 City Budget by Appropriating \$900,000 from Debt Service Fund for Principal Payment for the 2019 General Obligation Bond**

MOTION: Council Member Moulton moved, seconded by Council Member Sorum, to approve Resolution #19-58. The motion carried by the following vote after the following discussion occurred.

Council Member Reese clarified this resolution relates to the city-wide pavement repair project. Mr. Brian Carlson, city finance director, confirmed these funds will be the first principle payment against the pavement project bond. The bond will close later in December.

Council Member Reese asked why money was being moved in advance of the

bond closing. Mr. Carlson explained the bond closes on December 16<sup>th</sup> and the first payment would be made on December 30<sup>th</sup>. The payment amount is based on Mr. Carlson's revised estimate of the revenue limit, based upon anticipated municipal population numbers. He briefly discussed his calculation process for the repayment plan.

Mr. Carlson explained the bond would be paid in equal installments over six years. In the terms of the bond, the city is also able to pre-pay in any year and in any amount without penalty. The interest for the bond is now locked at 2.49%.

Mayor O'Neil asked for a description of the call ability characteristics of the bond and how that is advantageous for the city. Mr. Carlson stated, typically, a general obligation bond will have a no-call period, which means the municipality cannot pre-pay any portion of the scheduled principal. The no-call period is used as an enticement for buyers to provide stability to their investment and income stream.

Mr. Carlson explained the end of the settlement regarding TAPS valuation is approaching. Property valuations may then begin to fluctuate from year to year. Valuation fluctuations may impact the tax cap. Debt service is the only expenditure authorized to offset excess revenue under state statute. Therefore, the bond RFP was structured to provide the opportunity for the city to pre-pay any amount at any time. This eliminates concerns related to retention of revenues based upon the tax cap formula. Mr. Detter clarified the city would not be making any additional money due to the bond, nor would the city be investing any monies related to the bond. Bond funds would be used specifically for the pavement project.

**VOTE ON THE MOTION:**

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

Absent: 1 - Council Member Ruff

**4. #19-59 - Accepting the 2019-2020 EMPG Grant in the Amount of \$25,000 from the Division of Homeland Security and Emergency Management and Approving its Expenditure**

MOTION: Council Member Sorum moved, seconded by Council Member Fleming, to approve Resolution #19-59. The motion carried by the following vote after the following discussion occurred.

Mayor O'Neil asked if acceptance of these grant funds would impact creative solution making in order to staff the emergency manager position. Mr. Detter stated he would be able to work within grant parameters to staff the position.

**VOTE ON THE MOTION:**

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

Absent: 1 - Council Member Ruff

**5. #19-60 - Adopting the 2020 Budget for the City of Valdez, and Appropriating Monies for that Budget**

MOTION: Council Member Moulton moved, seconded by Council Member Fleming, to approve Resolution #19-60. The motion carried by the following vote after the following discussion occurred.

Mayor O'Neil expressed his appreciation to city staff for their hard work during the 2020 city budget process and in preparation of the final budget document.

Council Member Fleming asked to schedule a Council work session to provide an overview of the final budget numbers for 2019. Mr. Carlson stated he hoped such a work session could include cleaning-up reserve funds and coincide with the capital projects budget process.

**VOTE ON THE MOTION:**

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

Absent: 1 - Council Member Ruff

**6. #19-61 - Amending the 2019 City Budget by Recognizing \$15,000,000 of General Obligation Bond Proceeds Revenue, and Appropriating Same to Capital Project Fund for Phase I of Citywide Pavement and Infrastructure Improvements Project**

MOTION: Council Member Moulton moved, seconded by Council Member Reese, to approve Resolution #19-61. The motion carried by the following vote after the following discussion occurred.

Mayor O'Neil asked if there was a timeframe required to expend the funds on the project. Mr. Carlson stated there is not a specific timeline.

Council Member Reese asked for the timeframe during which bond funds were anticipated to be spent on project work. Mr. Nate Duval, city capital facilities director, stated project construction work done in 2019 was paid for with cash. Bond funding would pay for the engineering and design work done thus far (approximately \$2 million) plus a significant portion of the work to be done in 2020. Based on current estimates, supplemental cash funding would likely be needed in addition to bond funds to complete Phase I work in 2020.

Council Member Scheidt asked when Phase II and beyond would be discussed. Mr. Duval explained he planned to include a five-year layout of Phase II thru Phase VII during the capital projects budget process.

Mayor O'Neil stressed the importance of public education and information related to both the bond process and pavement project.

Ms. Pierce explained the state of Alaska would be providing the city an updated official population number based upon 2020 census data collection. She encouraged residents to participate in the 2020 census, as official municipal

population numbers drive many different programs and state funding calculations. Council Member Moulton asked if the population survey data collected in conjunction with the city energy assistance program could be used to challenge the state's population numbers for Valdez. Mr. Carlson explained the purpose of the form was to provide an independent population data sample which could be used in a challenge.

**VOTE ON THE MOTION:**

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

Absent: 1 - Council Member Ruff

**VIII. REPORTS**

**1. Report: Lowe River Levee Certification and LOMR Update**

Council Member Sorum asked if there was rough estimate of completion. Ms. Kate Huber, city interim planning department director, stated she did not have a good completion date estimate at this time. However, she would be meeting with the engineers who prepared the city's submission and the team reviewing the additional data from FEMA later in the week and could obtain an update.

Council Member Moulton asked if the multiple requests for more information should be concerning. Ms. Huber stated it is not unusual for FEMA to request additional data. However, she was surprised to receive a second, unrelated request for additional data.

Mr. Detter stated the city Flood Mitigation Task Force would be meeting on December 18<sup>th</sup> at noon.

**2. Report: Update Regarding Abatement of 137 Gulkana Street**

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

**1. City Manager Report**

Mr. Detter provided a verbal report on his recent and upcoming activities, including the committee working on the pay study review, selection of a firm for design services for the Lowe River project, and review of the draft city emergency operations plan. He explained the city would provide about a week extension for comprehensive plan project bid submissions to allow time to adequately answer contractor questions.

**2. City Clerk Report**

Ms. Pierce provided an overview of the city energy assistance program and reminded the community to apply for the 2020 program before the December 31<sup>st</sup> deadline. She reviewed upcoming boards and commissions vacancies, as well as upcoming council work sessions. She stated she would like to bring back the city boards and commissions appreciation dinner in 2020. She invited the Council



to the annual city employee holiday party, hosted this year by the Valdez Police Department.

### **3. City Attorney Report**

Mr. Staser provided updates on projects and cases his firm is working on behalf of the City, including municipal code updates, the Meals Hill project, and C-Plan adjudication.

### **4. City Mayor Report**

Mayor O'Neil thanked the city Parks & Recreation Department, Valdez Museum, Valdez Fire Department, and Santa Clause for the great community Christmas tree lighting ceremony. He encourage residents to also attend the upcoming Community Christmas Program.

## **X. COUNCIL BUSINESS FROM THE FLOOR**

Council Member Reese encouraged the community to participate in the holiday giving tree at the post office.

Council Member Sorum stated the city should stay engaged in the comments process for both the ADEC review of Alaska response standard regulations and the Hilcorp acquisition of BP's property in Alaska.

## **XI. EXECUTIVE SESSION**

City Council transitioned into executive session at 8:07 p.m.

## **XII. RETURN FROM EXECUTIVE SESSION**

City Council transitioned out of executive session at 8:19 p.m.

## **XIII. ADJOURNMENT**

There being no further business, Mayor O'Neil adjourned the meeting at 8:20 p.m.



## Legislation Text

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**File #:** 20-0003, **Version:** 1

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**ITEM TITLE:**

Acceptance of Resignation from Valdez Museum & Historical Archive Association Board of Directors (Kaitlin Pabo-Eulberg)

**SUBMITTED BY:** Allie Ferko, CMC, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Accept resignation from Valdez Museum & Historical Archive Association Board of Directors (Kaitlin Pabo-Eulberg)

**SUMMARY STATEMENT:**

Kaitlin Pabo-Eulberg tendered her resignation from the VMHA Board of Directors by email on December 18, 2019. The resignation letter (attached) was then forwarded to the City Clerk's Office for processing and is being provided to City Council for formal acceptance.

The City Clerk's Office has begun advertising to fill the vacancy. Citizens interested in serving on the VMHA Board of Directors are encourage to submit an application through the City boards and commission portal: [www.valdezak.gov/boardsandcommissions](http://www.valdezak.gov/boardsandcommissions) <<http://www.valdezak.gov/boardsandcommissions>>. Paper applications are also available at City Hall.

**From:** [Patricia Relay](#)  
**To:** [Allie Ferko](#); [Sheri Pierce](#)  
**Cc:** [Gary Minish](#)  
**Subject:** [External Attachment \*Caution\*]-FW: Board Resignation  
**Date:** Wednesday, December 18, 2019 2:19:42 PM

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Dear Allie and Sheri,

Please include this in our latest round of recruitments.

*Sincerely yours,*

**Patricia Relay**

*Executive Director*

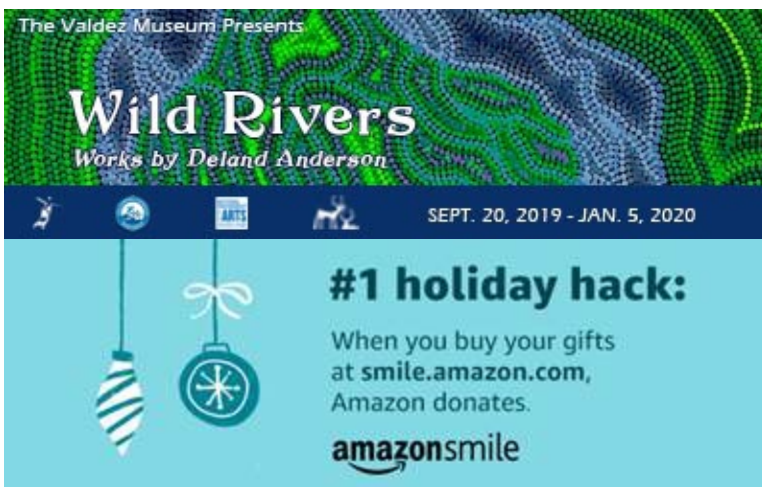
**Valdez Museum & Historical Archive**

217 Egan Drive - PO Box 8

Valdez, Alaska 99686

Phone: 907-835-2764 Fax: 907-835-5800

[www.valdezmuseum.org](http://www.valdezmuseum.org)



Shop at <http://smile.amazon.com/ch/92-0159463> and Amazon donates to Valdez Museum & Historical Archive. **#YouShopAmazonDonates**

**From:** Kaitlin Pabo-Eulberg [mailto:kpaboeulberg@gmail.com]

**Sent:** Wednesday, December 18, 2019 1:13 PM

**To:** Patricia Relay <prelay@valdezmuseum.org>; Gary Minish <gminish@valdezak.net>

**Subject:** Board Resignation

Hello Patty and Gary,

It is with sadness that I officially announce my resignation as a member of the VMHA board starting January 2020. I greatly appreciate being on this board and find this role quite enriching; however I have accepted a part-time position at Providence as the Mission Integration Manager. Juggling two part time roles means that I need to take some things off of my plate and unfortunately being on the board of VMHA is one of them. I will be at the members party this Thursday and plan to continue being an active member of the museum.

Please call upon me as a volunteer.

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In care,  
Pastor Kaitlin Pabo-Eulberg  
Epiphany Lutheran-Episcopal Church  
309 Pioneer Drive, Valdez AK 99686  
cell: 970-222-2088

Our mission:

Welcoming all to grow in faith and serve in the grace of God's love!



## Legislation Text

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**File #:** 20-0004, **Version:** 1

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**ITEM TITLE:**

Approval To Go Into Executive Session Re: Confidential HR Matters

**SUBMITTED BY:** Jake Staser, City Attorney

**FISCAL NOTES:**

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

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

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

**RECOMMENDATION:**

[Click here to enter text.](#)

**SUMMARY STATEMENT:**

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

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

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



## Legislation Text

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**File #:** ORD 19-0007, **Version:** 1

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**ITEM TITLE:**

#19-07 - Amending Title 4 of the Valdez Municipal Code by Creating Chapter 4.10, Titled Acquisition of Real Property. Second Reading. Adoption.

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

**FISCAL NOTES:**

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

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

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

**RECOMMENDATION:**

Public Hearing.

**SUMMARY STATEMENT:**

The Valdez City Charter requires that the City Council provide in the Municipal Code for the establishment of a procedure whereby the city may purchase, sell, lease or dispose of real property. The municipal code currently provides a procedure for selling and leasing city property but is silent regarding the acquisition of real property. This amendment to Title 4 creates a procedure for the city to follow when purchasing real property and will bring us into compliance with the City Charter.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 19-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA,  
AMENDING TITLE 4 OF THE VALDEZ MUNICIPAL CODE BY CREATING  
CHAPTER 4.10, TITLED ACQUISITION OF REAL PROPERTY

WHEREAS, the Valdez Charter requires the City Council provide in the Municipal Code for the establishment of a procedure whereby the city may purchase, sell, lease or dispose of real property; and

WHEREAS, in compliance with the Charter, an amendment to Title 4 is required to establish a procedure for the purchase of real property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the following amendment is made to Title 4 of the Valdez Municipal Code:

Section 1. Chapter 4.10 is hereby created to read as follows:

Chapter 4.10

ACQUISITION OF REAL PROPERTY

Sections:

- 4.10.010 Acquisition and ownership – Authority.
- 4.10.020 Eminent domain.
- 4.10.030 Adverse possession.

4.10.010 Acquisition and ownership – Authority.

A. The City may acquire, own and hold real property within or outside the City boundaries by purchase, gift, devise, grant, dedication, exchange, redemption, purchase of equity of redemption, operation of law, tax or lien foreclosure, adverse possession, condemnation or declaration of taking, annexation, or by any other lawful means or conveyances.

B. Except as set forth in subsection (C) of this section, all acquisitions of any interest in real property shall be approved by resolution of the City Council. The resolution shall set forth the terms, conditions and manner of acquisition. Unless otherwise provided by the City Council, the City Manager is authorized to obtain title insurance, to execute any instruments and to take all steps necessary to complete and close the purchase and acquisition of the real property.

C. City Council approval is not required to acquire any easement, permit, license, or other interest in real property dedicated to the public's use through the platting action.

D. A Phase 1 environmental survey shall be conducted if the property is located within any industrial zoning district or as required by resolution of the City Council.

E. No purchase of any parcel of real property whose assessed value for purposes of real property taxation is greater than forty thousand dollars shall be made until:

1. A qualified appraiser has appraised the property and given the council an independent opinion as to the full and true value thereof;
2. When improvements are a term of the transaction, a qualified architect or engineer has given the City Council an estimate of probable construction cost.

4.10.020 Eminent domain.

The City may, only within its boundaries, exercise the powers of eminent domain and declaration of taking in the performance of an authorized power or function of the municipality, in accordance with AS 09.55.240 through 09.55.460 and other applicable law.

4.10.030 Adverse possession.

The City cannot be divested of title to real property by adverse possession.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Jeremy O'Neil, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jon Wakeland, City Attorney  
Brena, Bell, & Clarkson, P.C

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





## Legislation Text

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**File #:** ORD 19-0008, **Version:** 1

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**ITEM TITLE:**

#19-08 - Amending Title 4 of the Valdez Municipal Code by Creating Chapter 4.09, Titled Lease of City Buildings. Second Reading. Adoption.

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

**FISCAL NOTES:**

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

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

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

**RECOMMENDATION:**

Public Hearing.

**SUMMARY STATEMENT:**

The Valdez Municipal code currently does not provide a procedure for lease of city owned buildings. Upon adoption of this ordinance, city owned building leases will be authorized by resolution of the city council and unless otherwise provided, will authorize the City Manager to negotiate the terms and lease rates for city owned buildings using any of the listed methods.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 19-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING TITLE 4 OF THE VALDEZ MUNICIPAL CODE BY CREATING CHAPTER 4.09, TITLED LEASE OF CITY BUILDINGS

WHEREAS, Chapter 4.09 shall establish a procedure for lease of city owned buildings.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the following amendment is made to Title 4 of the Valdez Municipal Code:

Section 1. Chapter 4.09 is hereby created to read as follows:

Chapter 4.09

Lease of City Buildings

- 4.09.010 Definitions.
- 4.09.020 Buildings available for leasing.
- 4.09.030 Procedure for lease of city buildings.

4.09.010 Definitions.

"City building" means any structure or portion of a structure having walls or a roof, to which the City holds title.

"Assessed value" means the value that a taxing authority gives to property and to which the tax rate is applied.

4.09.020 Buildings available for leasing.

City owned buildings may be leased as provided in this chapter.

4.09.030 Procedure for lease of city buildings.

A. Approval to lease city buildings, or any portion thereof, shall be by resolution of the City Council. Unless provided otherwise in the resolution, the City Manager shall negotiate the terms and lease rate based on any of the following:

1. Current local lease rates for similarly situated city buildings or non-city buildings available for lease or under lease;
  2. Previous lease rates for the city building to be leased or similarly situated city buildings;
  3. Assessed or appraised value of the city building to be leased.
- B. The City shall consider the public interest in establishing lease rates for city buildings.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Jeremy O'Neil, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jon Wakeland, City Attorney  
Brena, Bell, & Clarkson, P.C

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



## Legislation Text

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**File #:** RES 20-0001, **Version:** 1

---

**ITEM TITLE:**

#20-01 - Establishing the Tax Calendar for the 2020 Tax Year

**SUBMITTED BY:** Brian Carlson, Finance Director

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

Approve

**SUMMARY STATEMENT:**

The Annual Tax Calendar is established annually by Resolution, pursuant to Title 3 of the Valdez Municipal Code.

Attachments (2): Resolution

Attachment A (detailed dates and notes)

CITY OF VALDEZ, ALASKA

RESOLUTION #20-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA,  
ESTABLISHING THE TAX CALENDAR FOR THE 2020 TAX YEAR

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 that the 2020 Tax Calendar, presented as *Attachment A*, is established and adopted for the 2020 tax year:

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 7<sup>th</sup> day of January, 2020.

CITY OF VALDEZ, ALASKA

---

Jeremy O'Neil, Mayor

ATTEST:

---

Sheri L. Pierce, MMC, City Clerk



## Attachment A: 2020 Tax Calendar

Prepared by: Brian Carlson, Finance Director

Contact: bcarlson@valdezak.gov, 907.834.3461

ITEM	DATE	CODE REF	NOTES
Assessment Date	Wednesday, January 01, 2020	3.12.070(B)	
Due Date for Property Tax Exemption Requests	Wednesday, January 15, 2020	3.12.030	
Completion of Annual Assessment Roll	Monday, February 24, 2020	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 2, 2020	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	Wednesday, March 04, 2020	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.
	Wednesday, March 11, 2020	3.12.100(B)	
Deadline for Appeals to Board of Equalization	Thursday, April 2, 2020	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	Tuesday, April 28, 2020	3.12.120	Stand-alone BOE meeting.
Delivery of Assessment Roll to City Council	Tuesday, May 19, 2020	3.12.160	
Setting of Mill Levy by Resolution	Tuesday, May 19, 2020	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
Mailing of Tax Statement for Oil & Gas Properties	Friday, May 29, 2020		
Deadline for Oil & Gas Property Tax Payment	Tuesday, June 30, 2020		
Mailing of Tax Statements for non-Oil & Gas Properties	Wednesday, July 1, 2020	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.
Taxes Payable	Wednesday, July 1, 2020		
May Be Paid in Full without Penalty or Interest on or Before:	Monday, August 17, 2020		
<b>For Installment Payments:</b>			
First-Half Due Date	Monday, August 17, 2020		Penalty equals 8% of current-year unpaid balance. Interest is charged monthly at 8% per annum.
Second-Half Due Date	Thursday, October 15, 2020		



## Legislation Text

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**File #:** RES 20-0002, **Version:** 1

---

**ITEM TITLE:**

#20-02 - Authorizing a Lease with Valdez Motor Sports Club, Inc. for a 10-Acre Portion of USS 439 (Pipeyard)

**SUBMITTED BY:** Nicole LeRoy, Planning Technician

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Approve resolution #20-02 authorizing a lease with Valdez Motor Sports Club, Inc. for a 10-acre portion of USS 439 (Pipeyard) with the following conditions:

1. The new lease agreement contain a non-exclusive use clause allowing for similar compatible uses in the lease area and unrestricted access to other recreational users of the area.
2. The agreement states that the City has the right to use any portion of this 10-acre portion of USS 439 for Port Operations, or other uses as necessary.
3. The lease agreement prohibits the Motor Sports Club from enclosing or blocking off the area, moving any earth so as to create ramps, etc., or constructing or placing any structures on their lease site without written permission from the City.
4. The lease can be terminated within 30-days written notice to the lessee, with or without cause.
5. Access to Port storage buildings and facilities remain unrestricted and the area unenclosed.
6. Per VMC 17.08.170, no subleasing or assignment of the lease shall be permitted.

**SUMMARY STATEMENT:**

On December 10, 2019, the Planning Department received an application from the Valdez Motor Sports Club to lease a 10-acre portion of the Pipeyard at USS 439, Valdez Townsite for staging of motor sports activities.

The Valdez Motor Sports Club has leased a 10-acre portion of USS 439 for winter motor sports activities since an agreement was approved and executed in 2000. This original agreement was amended four times to extend the term through July 14, 2018 when the agreement expired. The Valdez Motor Sports Club has now applied to again lease this portion of USS 439 for five years, with two five-year extensions. The Valdez Motor Sports Club has detailed their request in the narrative attached with their application and indicated that they are applying to lease the property for staging of motor sports events and activities.

In addition to staging for motor sports activities, as part of their lease application, Valdez Motor Sports Club has requested permission to maintain a storage conex, control tower, portable restrooms, dumpsters, timing shack, search and rescue trailer, and various temporary vendor stands during events at the location. Attendees of their events will use the area for parking as well. The storage conex, control tower, and search and rescue trailer are permanent fixtures, while the restrooms, dumpsters, timing shack, and vendor stands would be on a temporary basis associated with events only. Any extension or deviation from this list will require City permission. Any changes to the use permitted under this recommendation will require a lease amendment and approval by City Council.

Per Valdez Municipal Code 4.08.060, “no application for lease shall be considered unless the land desired to be leased is zoned to permit the use to which the applicant intends to put the land.” The area the Valdez Motor Sports Club has applied for is zoned light industrial which includes open spaces for recreation as a permitted principal use as well as accessory buildings in connection with a permitted principal use.

It should be noted that the original agreement between the City and the Motor Sports Club was a “land use permit.” Land use permits were used in the past in place of leases for some agreements. Because this type of permit is not outlined in Valdez Municipal Code, staff is bringing forward this proposal using the standard lease process. Council approval of this application will allow staff to execute a new lease agreement with the Valdez Motor Sports Club.

In the past, the prior agreement contained a non-exclusive use clause, as well as a 10-day termination clause (see below). Staff recommends that the non-exclusive use clause and a 30-day termination clause allowing the City to cancel the agreement with or without cause be included in the new lease agreement as well, given the seasonal and intermittent nature of the lessee’s use to allow for other compatible uses of the property. The Pipeyard is Ports and Harbors property, designated as a laydown area. The Port needs to reserve the right to use the Pipeyard for Port operations as needed, including, but not limited to, storage and staging for military and shipping operations.

*“12. Non-exclusive Use. The use of the Real Property by the Valdez Motor Sports Club will not be an exclusive use and therefore others who request to use it for similar purposes may also be allowed by the City. The Valdez Motor Sports Club shall work cooperatively with other users of the facility. Failure to do so may be cause for termination of the Agreement.”*

*“10. Termination. This Agreement may be terminated by the City with or without cause or should the Valdez Motor Sports Club’s use interfere with the City’s use of the Real Property or upon the Valdez Motor Sports Club’s failure to perform or comply with any of the conditions or obligations contained in this Agreement. In such event, the City shall give ten (10) days prior written notice of the termination and the Valdez Motor Sports Club shall have (30) days to remove any of its equipment from the Real Property. This Agreement may be terminated by the Valdez Motor Sports Club upon thirty (30) days prior written notice of the termination and the Valdez Motor Sports Club shall then have thirty (30) days to remove its building from the Real Property.”*



Valdez Municipal Code defines fair rental value as 10 percent of appraised value for lease of City land. The cost of this appraisal is paid by the lessee per VMC 4.08.100. Valdez Motor Sports Club has indicated that they would like to lease this portion of the Pipeyard for no annual fee, as they have done in the past. Per VMC Section 4.08.030 - Fair rental value to be used for leases - Exceptions, "the city may lease city lands for less than the fair rental value to any state or federal agency or political subdivision, a public utility, a nonprofit organization, or to a new industry on terms advantageous to the public welfare of the city if the council, by motion passed by not less than six councilmen, determines the lease to be in the best interest of the public." Due to the requested discounted rent, the approval of this lease requires an affirmative vote of not less than six City Council members.

However, possessory interest requires that the Motor Sports Club be responsible for paying property taxes unless they are specifically exempted under Valdez Municipal Code Title 3.12 Property Taxes (see below.)

**3.12.050 Community purpose property exemption.**

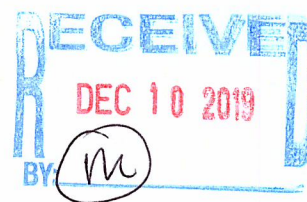
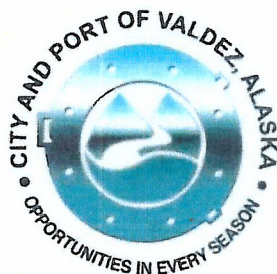
*The property of an organization not organized for business or profit-making purposes and used exclusively for community purposes may be exempt from taxation under this chapter. That portion of the property regularly used for commercial purposes other than the organization's exempt purpose shall be subject to taxation by the city. In order to qualify for this exemption, the applicant must file a written application for the exemption no later than January 15th of each assessment year for which the exemption is sought. The application shall be on a form prescribed by the city and shall include all information determined necessary by the city to determine the character of the organization and the nature of the uses made of the property. An exemption granted under this section shall be only for the assessment year for which the exemption is sought.*

On December 16, 2019 the Ports and Harbors Commission voted to approve a recommendation to City Council to approve the Valdez Motor Sports Club's lease application with staff's recommendations.

On December 26, 2019 the Planning and Zoning Commission voted to approve a recommendation to City Council to approve the Valdez Motor Sports Club's lease application with staff recommendations.

Staff recommends the above listed conditions be included in the approval of this lease application.

Pending Council approval of this application, Planning Department staff will work with the City attorney and Valdez Motor Sports Club to execute a new lease agreement for five years, commencing July 15, 2018 and extending through July 14, 2023 with two five-year options to extend granting the Motor Sports Club use of the property to "operate, and maintain a motor sports staging area for their own use." The agreement will be retroactive from the date of expiration.



**CITY OF VALDEZ**  
**APPLICATION FOR LEASE OF CITY OWNED LAND**

**Application Fee: \$50.00 (Non-refundable)**

**FEE WAIVED FOR 2017 PER RES# 12-72**

This form is to be completed by an individual or an organization proposing to lease City-owned land. Complete in full and to the best of your knowledge. Please explain any omissions and use additional pages where appropriate. If requested, proprietary and financial information of applicants that is so marked will be kept confidential.

The completed application shall be returned to the Valdez Community & Economic Development Department located in City Hall along with the Application fee.

A deposit of \$3,000 will be required prior to the City initiating any required appraisal or land survey. The deposit will be used to offset the cost of the appraisal and land survey. If additional funds are necessary, the applicant will be billed as part of the lease. If there is a balance, it will be applied to the first year's lease payment. This deposit will be the cumulative amount of any required appraisal, land survey or Phase I environmental analysis according to the following schedule:

- |  |         |
|--|---------|
| * If a survey and/or appraisal are required:   | \$3,000 |
| * If a Phase I Environmental Analysis only is required:  | \$3,000 |
| * If a survey or appraisal and Environmental Analysis are required:<br>(Required on all industrial land) | \$5,000 |

1. Name of Individual Completing Application Form:

Name: Ken Lares Phone: 907-255-2164  
Daytime/ Message

Mailing Address: PO ~~3689~~ 1021

2. If other individual(s) or an organization(s) will be a party to this application, indicate below. Attach additional pages as needed:

a) Name Valdez Motor Sports Club Phone: 907-255-2164

Mailing Address PO 3689

Relationship to other applicant(s) President

b) Organization's name Valdez Motor Sports Club

Address PO Box 3689

Primary Contact: Ken Laver

Title: President

Daytime Phone #: 907-255-2164

3. TYPE OF ORGANIZATION: (Check one)

Individuals \_\_\_\_\_

Business Corporation \_\_\_\_\_

General Partnership \_\_\_\_\_

Non-Profit Corporation ☒

Limited Partnership \_\_\_\_\_

Non-Profit Association \_\_\_\_\_

Other \_\_\_\_\_

If non-profit, has IRS Tax Exempt Status been obtained? Yes \_\_\_\_\_ No ☒  
If yes, attach letter of determination.

Note: Please submit, as appropriate, the following items with this application:

1. Current Alaska business license; ☒
2. Designation of signatory authority to act for organization of other individuals;
3. Certificate and articles of incorporation;
4. Partnership agreement and amendments;
5. Charter/by-laws for non-profits;
6. Most recent annual financial statement;

4. Legal Description AFFECTED BY APPLICATION:

Located in Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ Meridian \_\_\_\_\_

Lot/ Block/ Tract/ Subd. \_\_\_\_\_ Plat # \_\_\_\_\_

Other Description USS 439 (pipe yard), Valdez recording district, 3rd judicial district

Tax # — No. of Acres 10

5. DESCRIBE PROPOSAL. ATTACH NARRATIVE FOR FURTHER DESCRIPTION AND A SITE PLAN (the description should include the use; value and nature of improvements to be constructed; the type of construction; and, the estimated dates for construction to commence and be completed).

See attached

6. WHAT IS THE TERM OF THE LEASE DESIRED?

5 years with two 5 year extensions

7. IF THE REQUEST FOR A LEASE AT LESS THAN FAIR MARKET VALUE, PROVIDE JUSTIFICATION.

see attached

8. PLEASE STATE WHY YOU BELIEVE IT WOULD BE IN THE "BEST INTEREST OF THE CITY" TO APPROVE YOUR PROPOSAL AND PROCESS YOUR APPLICATION.

see attached

9. CURRENT STATUS OF LAND. DESCRIBE ANY EXISTING IMPROVEMENTS, PROVIDE PHOTOGRAPHS IF POSSIBLE.

see attached

10. HAS APPLICANT PREVIOUSLY PURCHASED OR LEASED CITY LAND OR RESOURCES? ☒ YES ☐ NO. IF YES, PROVIDE LEGAL DESCRIPTION, TYPE OR PURCHASE OR LEASE, AND STATUS.

We have leased the pipeyard for at least 20 years.

11. IF APPLICANT IS A BUSINESS OPERATION, LIST PRESENT BUSINESS ACTIVITIES.

12. IF REQUIRED, ARE YOU PREPARED TO SPEND FUNDS FOR THE FOLLOWING:

YES

NO

- |          |          |   |
|----------|----------|---|
| _____    | <u>X</u> | a) Performance bond   |
| _____    | <u>X</u> | b) Damage deposit   |
| <u>X</u> | _____    | c) General liability insurance  |
| _____    | <u>X</u> | d) Worker's compensation insurance  |
| _____    | <u>X</u> | e) Survey and platting  |
| _____    | <u>X</u> | f) Appraisal fee  |
| _____    | <u>X</u> | g) Closing fees, which may include title insurance, document preparation, escrow closing, and recording |
| <u>X</u> | _____    | h) Any federal, state and local permits required  |
| <u>X</u> | <u>X</u> | i) Maintenance costs (present or future)  |

13. LIST THREE (3) CREDIT OR BUSINESS REFERENCES:

Name	Address	Phone #
<u>Seal Media</u>		<u>907-200-2012</u>
<u>Arts Design</u>		<u>907-835-4205</u>
<u>Petro Management Services</u>		<u>907-835-8990</u>

14. HAS APPLICANT, OR AFFILIATED ENTITY, EVER FILED A PETITION FOR BANKRUPTCY, BEEN ADJUDGED BANKRUPT OR MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS?

NO

15. IS APPLICANT, OR AFFILIATED ENTITY, NOW IN DEFAULT ON ANY OBLIGATION TO, OR SUBJECT TO ANY UNSATISFIED JUDGEMENT OF LIEN? \_\_\_\_\_ YES KML (NO) IF YES, EXPLAIN:

COMPLETE THE FOLLOWING APPLICANT QUALIFICATION STATEMENT  
FOR EACH INDIVIDUAL APPLICANT OR ORGANIZATION.  
ATTACH ADDITIONAL STATEMENTS IF NEEDED.

**APPLICANT QUALIFICATION STATEMENT**

I, Ken Lores  
(Individual Name)

I, \_\_\_\_\_  
(Individual Name)

I, Ken Lores On Behalf of Valdez Motorsports Club  
(Representative's Name) (Organization's Name)

Po 3689  
(Address)

Valdez, Alaska 99686  
(City, State) (Zip)

do hereby swear and affirm for myself as applicant or as representative for the  
organization noted above that:

The Applicant is a citizen of the United States, over the age of nineteen;  
and

If a group, association or corporation, is authorized to conduct business  
Under the laws of the State of Alaska; and

Has not failed to pay a deposit or payment due the City in relation to  
City-owned real property in the previous five (5) years; and

Is not currently in breach or default on any contract or lease for real  
Property transactions in which the City has an interest; and

Has not failed to perform under or is not in default of a contract with the  
City; and

Is not delinquent in any tax payment to the City.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE  
TO MY KNOWLEDGE.

[Signature] 9/29/2019  
Applicant Signature Date

\_\_\_\_\_  
Applicant Signature Date

Ken Lores  
Print Name

\_\_\_\_\_  
Print Name



## Valdez Motor Sports Club 2019 Lease Application

To whom it may concern,

The Valdez Motor Sports Club also known as the Valdez Snowmachine Club will be referred to as the VSC below. As a Non-profit the VSC is comprised of volunteer members whom collectively host events and activities that further our efforts to positively represent motorsports in the Valdez area and the State of Alaska. The VSC is dedicated to promoting and advocating for snowmachine use and activity along with practicing safe riding and avalanche awareness. We maintain a Search and Rescue trailer that is ready to go at a moment's notice. We have successfully rescued a number of people over the years and stand ready to be called upon today, if necessary. We also encourage family trail riding and host two very well respected races each year. For almost 20 years the VSC has leased the Valdez Pipeyard for our events. We have proven ourselves to be good stewards of the land and relationship and hope to continue and increase the benefit our community sees from it.

The numbers below reference the questions from the application.

5. To develop, operate and maintain a Motor Sports facility for our own use. Including the placement or storage of a connex, Control tower (in place), portable restrooms, dumpsters, timing shack and various vendors and their temporary stands or food carts for the duration of our events.

(7-9) The VSC hosts two well-known competitive events as well as several smaller activities in the Valdez area. One of our events is the Valdez Mayor's cup which has traditionally started and finished in the Valdez pipe-yard. We bring racers from all of the state and occasionally out of state to participate in this event. This has provided a proven economic boost to the community as well a popular spectator opportunity during a slower time of year. The VSC is able to operate as leanly as it does by minimizing overheads and focusing on putting every dollar we bring in towards enhancing our events and capabilities that benefit our members and community. We feel fees and taxes normally applied to a lease are not a productive use of our limited income and are hoping that given the social and economic benefits our events provide that the stewards of city property will agree.

Thank you,  
Ken Lares  
President  
VSC

**From:** Valdez Snowmachine Club  
**To:** [Nicole LeRoy](#)  
**Date:** Tuesday, December 10, 2019 12:44:11 PM

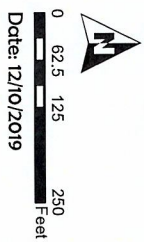
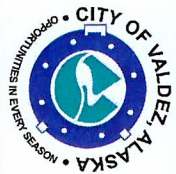
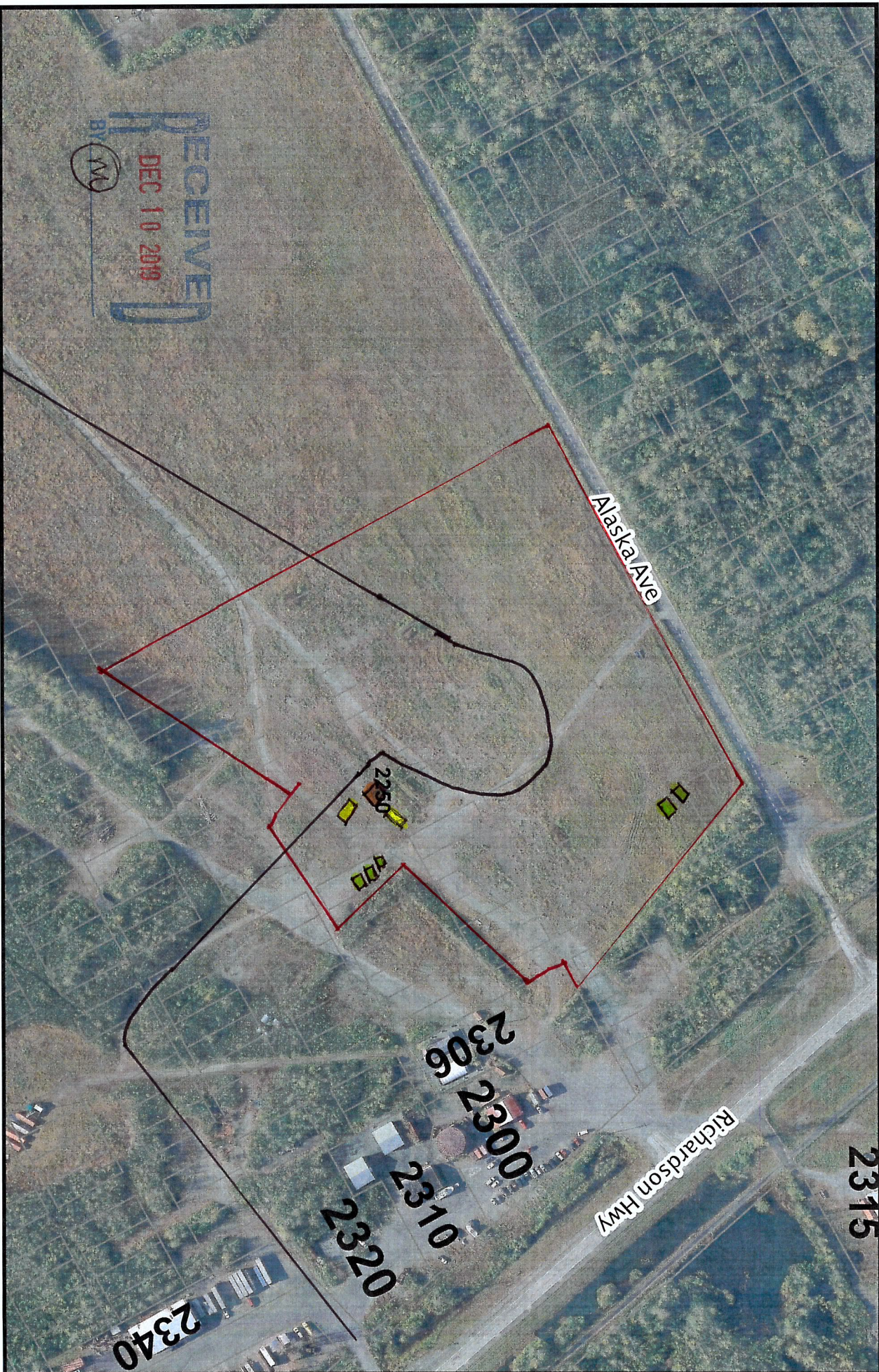
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Hi Nicole,

I would like to reduce our lease request to the 10 acres outlined on the map. I would also like to request the ability to store the snowmachine club search and rescue trailer there should we need to.

Thanks,  
Ken Lares  
President  
Valdez Snowmachine Club





Date: 12/10/2019

Information displayed is for informational purposes only. The City of Valdez makes no warranties, expressed or implied as to the veracity or accuracy of the information herein.

USS 439 Valdez Townsite (Pipeyard)




- Observation Tower
- Timing Shack, Trailer & Storage and Reserve Trailer
- Blue rooms & dumpster

- Majors Cup trail



# 2019 Mayor's Cup

## Legend

-  2019 Mayor's Cup Route
-  Checkpoint
-  Start / Finish

Start / Finish

Checkpoint

Checkpoint

Checkpoint

Checkpoint

Checkpoint





# THE STATE of ALASKA

Department of Commerce, Community, and Economic Development  
Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806  
(907) 465-2550 • Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)  
Website: [corporations.alaska.gov](http://corporations.alaska.gov)

Date Filed: 08/13/2019  
State of Alaska, DCCED

39

FOR DIVISION USE ONLY

## Domestic Nonprofit Corporation

**2019 Biennial Report**  
For the period ending June 30, 2019

Web-8/13/2019 12:09:14 PM

**Due Date:** This report along with its fees are due by July 2, 2019

**Fees:** If postmarked before August 2, 2019, the fee is \$25.00.  
If postmarked on or after August 2, 2019 then this report is delinquent and the fee is \$30.00.

**Entity Name:** VALDEZ MOTOR SPORTS CLUB, INC.

**Entity Number:** 51548D

**Home Country:** UNITED STATES

**Home State/Prov.:** ALASKA

**Physical Address:** 139 E PIONEER DR, VALDEZ, AK 99686

**Mailing Address:** P.O. BOX 3689, VALDEZ, AK 99686-3689

**Registered Agent** information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

**Name:** Laura Saxe

**Physical Address:** 139 E Pioneer Dr, Valdez, AK 99686

**Mailing Address:** PO BOX 3689, VALDEZ, AK 99686

**Officials:** The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Four (4) Mandatory Officers, who must be individuals:** this entity must have a President, Vice-President, Secretary, and Treasurer. Two or more offices may be held by the same individual, except the offices of President and Secretary cannot be the same individual.
- **Three (3) Mandatory Directors, who must be individuals.** The number of directors must be at least three (3).

Full Legal Name	Complete Mailing Address	% Owned	Assistant Secretary	Assistant Treasurer	Director	President	Secretary	Treasurer	Vice President
Sarah Von Bargaen	BOX 2726, VALDEZ, AK 99686	N/A			X			X	
KEN LARES	BOX 1021, VALDEZ, AK 99686	N/A			X	X			
HEIDI JOHNSON	BOX 1703, VALDEZ, AK 99686	N/A			X		X		
JACKSON KINNEN	BOX 483, VALDEZ, AK 99686	N/A			X				X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

**Purpose:** PORMOTE MOTORIZED SPORTS

**NAICS Code:** 813410 - CIVIC AND SOCIAL ORGANIZATIONS

**New NAICS Code (optional):**

**Mandatory Property Value:** Estimated value of all real or personal property of the corporation:

Entity #: 51548D

**Mandatory. Do not leave blank.**

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

**Name:** Ken Lares

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**VALDEZ MOTOR SPORTS CLUB, INC.**

PO. BOX 3689, VALDEZ, AK 99686

owned by

VALDEZ MOTOR SPORTS CLUB, INC.

is licensed by the department to conduct business for the period

August 13, 2019 to December 31, 2020  
for the following line(s) of business:

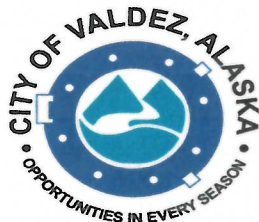
71 - Arts, Entertainment and Recreation; 81 - Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Julie Anderson  
Commissioner



**CITY OF VALDEZ, ALASKA  
BUSINESS REGISTRATION #1203**

This is to certify that

**Valdez Motor Sports Club, Inc.**

NAME OF BUSINESS

**Ken Lares**

OWNER

PO Box 3689  
Valdez AK 99686

ADDRESS

is a registered business in compliance with Section 5.04 of the Valdez City Code.

Business Registrar  
City of Valdez, Alaska

**12/31/2019**

Expiration Date

\*\*\*\*\*

NOTE: BUSINESS REGISTRATIONS are required to be renewed yearly.

CITY OF VALDEZ, ALASKA

RESOLUTION #20-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING A LEASE WITH THE VALDEZ MOTOR SPORTS CLUB FOR A 10-ACRE PORTION OF USS 439 (PIPEYARD)

WHEREAS, the City of Valdez is the owner of USS 439; and

WHEREAS, the City entered into a Land Use Permit (LUP) with the Valdez Motor Sports Club dated July 15, 2000, for a 10-acre portion of USS 439 (Pipeyard); and

WHEREAS, the City of Valdez approved four, five-year extensions to this LUP with amendments 1, 2, 3, and 4; and

WHEREAS, Amendment No. 4 to the LUP expired July 14, 2018 and the LUP was not renewed; and

WHEREAS, the Valdez Motor Sports Club wishes to continue to use this 10-acre portion of USS 439 (Pipeyard) to operate and maintain a motor sports staging area and has applied to lease the same 10-acre portion; and

WHEREAS, on December 16, 2019 the Ports and Harbors Commission voted in favor of a recommendation to approve this lease application; and

WHEREAS, on December 26, 2019 the Planning and Zoning Commission voted in favor of a recommendation to approve this application.

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

Section 1. The City Council of the City of Valdez, Alaska authorizes a lease with Valdez Motor Sports Club, Inc. for a 10-acre Portion of USS 439 and authorizes the City Manager or their designee to negotiate said lease.

Section 2. The term of lease shall be for five years, commencing July 15, 2018 and terminating on July 14, 2023 with two, five-year options to renew.

Section 3. The use of the lease shall be for staging for motor sports activities. Specific structures permitted to be maintained on this property are the following:

- a. Storage connex
- b. Control tower
- c. Portable restrooms
- d. Search and rescue trailer

e. Timing shack

Section 4. There shall be no annual rental fee associated with this lease.

Section 5. This agreement may be terminated by the City of Valdez at any time for any reason with a maximum of thirty days (30) written notice to Lessee.

Section 6. This agreement shall contain a non-exclusive use clause to allow for both compatible uses and the use of the Pipeyard for Port or City operations as needed

Section 5. In conformance with Valdez Municipal Code Section 4.08.160 this lease shall not become effective until public notice has been given for at least thirty days. This resolution shall be posted on the city website, twice in an electronic news publication in the city and shall be posted on the official city bulletin board and two other public places in the city for thirty days prior to the effective date of the lease.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 7<sup>th</sup> day of January, 2020.

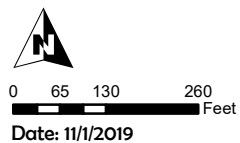
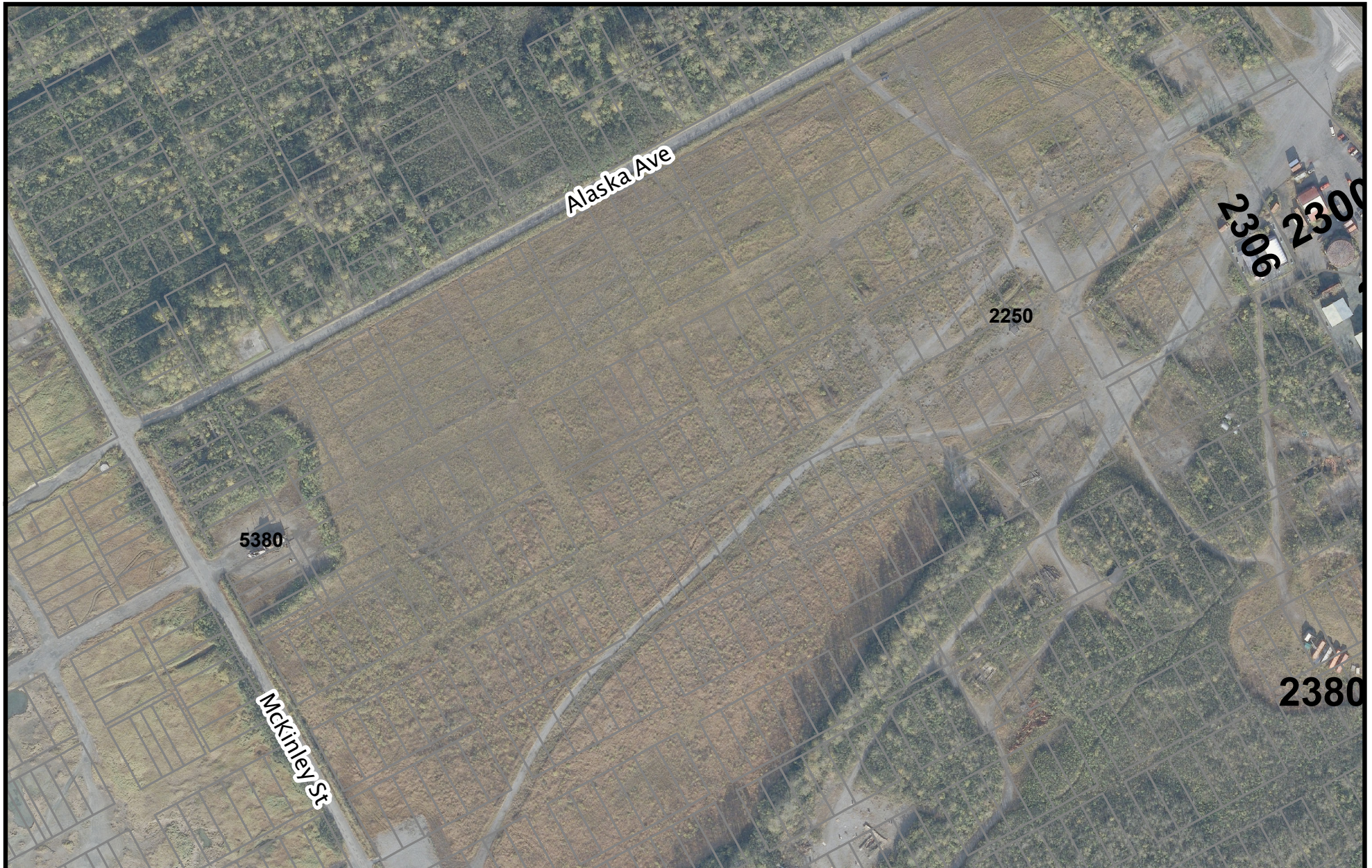
CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Jeremy O'Neil, Mayor

ATTEST:

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





Information displayed is for informational purposes only. The City of Valdez makes no warranties, expressed or implied as to the veracity or accuracy of the information herein.

## USS 439 VALDEZ TOWNSITE (PIPEYARD)



Hi Nicole,

Historically Public Works has provided snow removal for Snowmachine Club events in the pipeyard and we clear/cut brush out there as part of our normal operations during the summer. We are happy to continue doing the work that we have historically done, but requests by the Snowmachine Club for additional work may need further staff and City Manager discussion to approve.

Sincerely,

Rob

*Rob Comstock*  
Public Works Director  
City of Valdez, Alaska  
(907)835-4473  
[rcomstock@valdezak.gov](mailto:rcomstock@valdezak.gov)

## USE AGREEMENT

This USE AGREEMENT ("Agreement") is hereby entered into by and between the CITY OF VALDEZ, ALASKA, an Alaska municipal corporation ("City"), and the Valdez Motor Sports Club.

### WITNESSETH:

WHEREAS, the City is owner of that certain parcel of real property this is located in the Valdez Recording District, Third Judicial District, State of Alaska ("Real Property"), more particularly described as follows:

10 acres of land within USS 439 as specified in attachment A

NOW, THEREFORE, IT IS MUTUALLY AGREED between the City and the Valdez Motor Sports Club as Follows:

1. Use of Real Property. The City grants the Valdez Motor Sports Club the right and privilege to come and be present upon and to make use of a portion of the Real Property for the following purpose only:  
  
To develop, operate and maintain a Motor Sports facility for their own use.
2. Fees. The Motor Sports Club shall pay no fees to the city, in exchange for the right and privilege to use the Real Property as is permitted under this Agreement.
3. Term. This Agreement shall be for a Term of FIVE (5) years, commencing on the 15<sup>th</sup> day of July, 2000 and terminating five years after that date unless this Agreement is terminated at some earlier date under the terms and conditions set out hereinbelow.
4. Extended Term. The City may extend the Term of this Agreement for a period of FIVE (5) years if and insofar as the Valdez Motor Sports Club gives written notice to the City of an intention to exercise this option no later than sixty (60) day prior to the expiration of the Term and that, at such time, the Valdez Motor Sports Club is not in default in the performance of any of the terms and conditions of this Agreement or has failed to comply with any of the terms and conditions thereof, and the Valdez City Council finds it to be in the public interest. Fees for use of this property may be considered prior to extending the Term.
5. Specific Buildings Permitted. The type and kind of building that the Motor Sports is permitted to place, install, and operate and maintain upon the Real Property under this Agreement is limited to the following:
  - a. Connex
  - b. Control Tower
  - c. Portable Restroom

6. Consent Required. The Valdez Motor Sports Club shall not place or install any building, or make any alteration, addition, or improvement to any existing building previously placed or installed, or place or put any improvement on or to the Real Property, or commence any such undertaking without the prior written consent of the City. As a condition precedent to such consent, the Valdez Motor Sports Club shall deliver to the City written plans and specifications for all such work. Such consent will not be unreasonably withheld by the City. It is not the intent of this paragraph to restrict or prevent any maintenance required.
7. Compliance with Government Regulations. The Valdez Motor Sports Club shall comply and assumes sole responsibility for compliance with any and all economic, operational, safety and other requirements as are or may be imposed by federal, state, municipal, or other law or regulatory body, that apply or relate thereto pursuant to its involvement in the operations of the Motor Sports facility; the Valdez Motor Sports Club agrees to reimburse the City its entire costs, including but not limited to the amounts of fines or penalties and costs of counsel, arising from any assertion or finding of lack of compliance with any aforesaid laws and/or regulations arising out of or with respect to the Valdez Motor Sports Club's operations of the equipment associated with this Agreement.
8. Indemnification. The Valdez Motor Sports Club hereby assumes the entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever to all persons, whether employees or otherwise, and to all property, growing out of or resulting from the existence, placement, installation, maintenance, use or operation of equipment or improvements upon the Real Property under this Agreement. The Valdez Motor Sports Club agrees to indemnify and save harmless the City, its agents, servants, and employees, from and against all loss, expenses, including attorney fees, damage or injury growing out of or resulting from or occurring in connection with the existence, placement, installation, maintenance, operation or use of equipment or improvements upon the Real Property under this Agreement.
9. Insurance Requirements. The Valdez Motor Sports Club shall maintain at its own expense insurance in such forms and amounts as is necessary to satisfy and meet its indemnification obligations set forth in this Agreement and shall give to the City yearly a certificate from all carriers showing the dates and expiration of any and all policies as well as the limits of liability thereunder.
10. Termination. This Agreement may be terminated by the City with or without cause or should the Valdez Motor Sports Club's use interfere with the City's use of the Real Property or upon the Valdez Motor Sports Club's failure to perform or comply with any of the conditions or obligations contained in this Agreement. In such event, the City shall give ten (10) days prior written notice of the termination and the Valdez Motor Sports Club shall have (30) days to remove any of its equipment from the Real Property. This Agreement may be terminated by the Valdez Motor Sports Club upon thirty (30) days prior written notice of the termination and the Valdez Motor Sports Club shall then have thirty (30) days to remove its building from the Real Property.



11. Assignability. The Valdez Motor Sports Club shall not assign (by Operation of law or otherwise) or transfer this Agreement or any interest therein without the prior written consent of the City.
12. Non-exclusive Use. The use of the Real Property by the Valdez Motor Sports Club will not be an exclusive use and therefore others who request to use it for similar purposes may also be allowed by the City. The Valdez Motor Sports Club shall work cooperatively with other users of the facility. Failure to do so may be cause for termination of the Agreement.
13. Snow Removal. The Valdez Motor Sports Club will be responsible for all snow removal necessary for its use under this Agreement.
14. Utility Installation/Usage. The Valdez Motor Sports Club will be responsible for the cost of installation and the utilization of sewer, water and electricity needed for its use.
15. Environmental Laws.
  - a. The Valdez Motor Sports Club represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws, and will keep Property free of Hazardous Substances, except for fuel for heating generators. The City represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous substance as of the date of this Agreement.
  - b. The Valdez Motor Sports Club agrees to defend, indemnify and hold the City harmless from and against any and all claims, causes of action, demands and liability including, but not limited, to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that the City may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment arising solely from the Valdez Motor Sports Club's activities on the Property.
  - c. The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any government authority.

IN WITNESS WHEREOF, the parties have duly executed this Agreement this 7th day of August, 2000.

**CONTRACTOR**

**VALDEZ MOTOR SPORTS CLUB**

By: Laura L. Saxe

Title: Sec/Tres

Date: 8-7-00

Box 610  
Mailing Address

Valdez AK 99686  
City, State, Zip Code

92-0136841  
Federal I.D. or S.S.#

**CORPORATE SECRETARY**

Attest: Laura L. Saxe  
Corporate Secretary

**CITY OF VALDEZ, ALASKA  
AUTHORIZED:**

By: David C Cobb  
David C. Cobb, Mayor

Date: 8/10/00

Attest:

By: Sheri L. Pierce  
Sheri L. Pierce, CMC City Clerk

**RECOMMENDED:**

By: Nancy M Robb  
Nancy M Robb Dave Dengel, City Manager - Action

Date: 8/8/00

By: Nancy M Robb  
Nancy M. Robb, Parks & Recreation Director

Date: 8/8/00

**APPROVED AS TO FORM:**

Walker, Walker, Wendlandt, & Osowski LLC

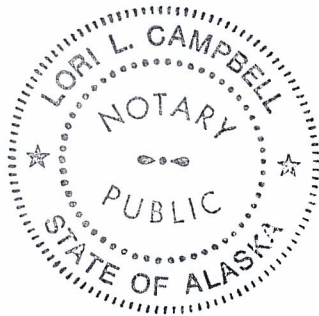
By: William M. Walker  
William M. Walker,  
Attorney for the City of Valdez



STATE OF ALASKA                     )  
  ) ss.  
THIRD JUDICIAL DISTRICT         )

THIS IS TO CERTIFY that on this 14th day of August, 2000, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared LAURA L. SAXE, known to me and to me known to be the CORPORATE SECRETARY of Valdez Motor Sports Club, and the individual named in and who executed the foregoing instrument, and he acknowledged to me that he did sign and seal the same as his voluntary act and deed and was authorized to do so by Port Valdez Company, Inc. for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year first hereinabove written.



Lori L. Campbell  
Notary Public in and for Alaska  
My Commission Expires: 4/2/01



Attachment A







## Legislation Text

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**File #:** 20-0005, **Version:** 1

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**ITEM TITLE:**

Monthly Treasury Report - October, 2019

**SUBMITTED BY:** Brian Carlson, Finance Directyor

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

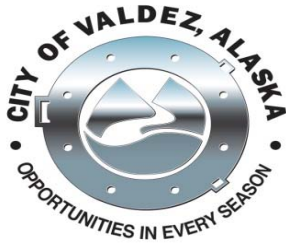
Funding Source: n/a

**RECOMMENDATION:**

Receive and file

**SUMMARY STATEMENT:**

Monthly report of City treasury activity per City code.

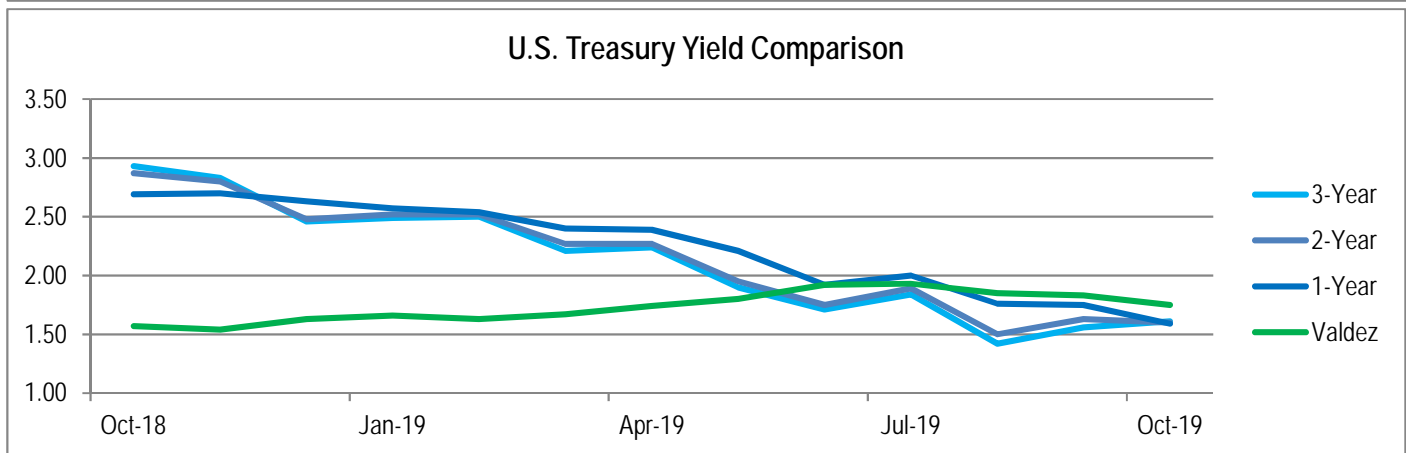
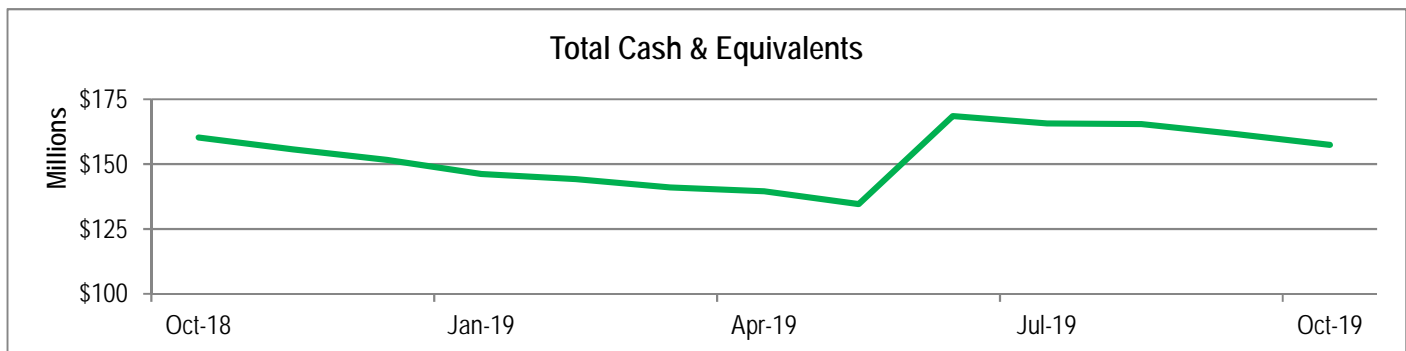


## MONTHLY TREASURY REPORT

Period Ending: October 31, 2019

Prepared By: Jordan Nelson, Financial Analyst

		Begin			End		
		<u>Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Balance</u>	<u>Yield</u>	<u>Notes</u>
<b>Central Treasury</b>		<b>151,931,485</b>	<b>10,309,918</b>	<b>(14,506,042)</b>	<b>147,735,361</b>	<b>1.76%</b>	
Central Treasury	Wells Fargo	106,616,684	333,547	(87,000)	106,863,231	1.78%	
Money Market	Wells Fargo	44,442,531	73,402	(5,585,000)	38,930,933	1.79%	
Checking	Wells Fargo	942,008	8,485,418	(7,477,247)	1,950,179	0.00%	
Payroll	Wells Fargo	(69,739)	1,417,551	(1,356,795)	(8,982)	0.00%	
<b>Restricted</b>		<b>9,646,583</b>	<b>14,206</b>	<b>-</b>	<b>9,660,789</b>	<b>1.61%</b>	
Debt Service	Wells Fargo	9,638,432	14,206	-	9,652,638	1.61%	
Police	Wells Fargo	8,151	0	-	8,151	0.00%	
<b>Total</b>		<b>161,578,068</b>	<b>10,324,124</b>	<b>(14,506,042)</b>	<b>157,396,149</b>	<b>1.75%</b>	





## Legislation Text

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**File #:** 20-0006, **Version:** 1

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**ITEM TITLE:**

Change Order Report: Contract Amendment with DOWL, LLC for the Mineral Creek Construction Assistance contract.

**SUBMITTED BY:** Nathan Duval, Capital Facilities Director

**FISCAL NOTES:**

Expenditure Required: \$18,622

Unencumbered Balance: \$472,604.80

Funding Source: 350-0750-55000.407

**RECOMMENDATION:**

Receive and File.

**SUMMARY STATEMENT:**

The increase is for DOWL, LLC to compile a revetment manual for use on Mineral Creek, Glacier Stream, and Lowe River revetments, develop a spreadsheet for gradation that utilizes rebar cube go/no gauges to measure rock, and develop an O&M checklist and an observation checklist for construction and inspection of existing revetments. The manual will combine information and best practices from the National Highway Institute, National Cooperative Highway Research Program Report 568, US Army Corps of Engineers, and local conditions and experience.

This report is filed per City Procurement Code 2.80.050.



**City of Valdez  
Contract Amendment #1**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and DOWL, LLC (“Consultant”), is to the following AGREEMENT dated the 24<sup>th</sup> day of July, 2019:

**Project: Mineral Creek Construction Assistance**

**Project No: 18-350-407**

**Contract No.: 1524**

**Cost Code: 350-0750-55000.407**

Contractor’s project manager under this agreement is Brad Melocik.

City’s project manager is Scott Benda.

**ARTICLE 1. Justification**

The above referenced AGREEMENT requires modification due to the following requirements or conditions: Create revetment maintenance manual for City of Valdez use on Mineral Creek, Valdez Glacier Stream and the Lowe River. Review content and use of manual with the City of Valdez. Develop spreadsheet sheet for gradation that utilizes rebar cube go/no go gauges to measure rock. Develop O&M checklist and observation checklist for construction & inspection.

**ARTICLE 2. Scope of Work - Period of Performance**

Scope of work and/or Period of Performance to the above referenced AGREEMENT shall be modified as specified in the attached proposal for additional services dated October 22, 2019 which is hereby incorporated by this reference.

**ARTICLE 3. Compensation**

Original amount of the AGREEMENT: \$37,752.00

Amount Changed by previously authorized Amendment: 0.00

AGREEMENT Amount prior to this Amendment: \$37,752.00

Amount of this Amendment: \$18,662.00

New total AGREEMENT amount including this Amendment: \$56,414.00

ARTICLE 4. Extent of Agreement:

The above referenced AGREEMENT, including this and all previously authorized Amendments and appendices, represents the entire and integrated AGREEMENT between the City and the Contractor.

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

All terms, conditions, and provisions of the above referenced AGREEMENT, to include all previously authorized Amendments, remain in full force and effect, except as specifically modified herein by this Amendment.

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

DOWL, LLC

Bradley M Melodic  
Name of Company Rep Authorized to Sign

BY: Bradley M Melodic

TITLE: Sr. Project Manager

DATE: 12-02-19

FEDERAL ID #: 92-0166301

4041 B Street  
Mailing Address

Anchorage, AK 99503  
City, State, Zip Code

Shirri Ballon  
Signature of Company Secretary or Attest

Date: 12-2-19

CITY OF VALDEZ, ALASKA

APPROVED:

ML ADNA  
Mark Deter, City Manager

Date: 12-5-19

RECOMMENDED:

Nathan Duval  
Nathan Duval, Capital Facilities Director

Date: 12-5-19

FIRM: DOWL										COST ESTIMATE PER TASK													
TASK NO: 1		TASK DESCRIPTION: Revertment Maintenance Manual										PROJECT TITLE: City of Valdez Riprap Maintenance Manual										DATE: 10/22/2019	
GROUP:		METHOD OF PAYMENT: FP <input type="checkbox"/> FPF <input type="checkbox"/> T&E <input checked="" type="checkbox"/> CPFF <input type="checkbox"/>										PREPARED BY: EAM		REVIEWED BY: BMW									
SUB-TASK NO.		SUB-TASK DESCRIPTION		LABOR HOURS PER JOB CLASSIFICATION										TOTALS									
		PM	Proj Eng																				
		Meleclck	MacLeod																				
1A		Manual preparation	0	40									40										
1B		M&O Checklist	0	16									16										
1C		Observation Checklist & Spreadsheet	0	16									16										
1D		QC	8	8									16										
2		Project Management	4	4									8										
3		Stakeholder Meetings		13																			
4		Final Review with City of Valdez	4	13									17										
TOTAL LABOR HOURS		16	110									97											
* LABOR RATES (\$/HR)		\$195.00	\$130.00									-											
LABOR COSTS (\$)		\$3,120.00	\$14,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,420.00											
		EXPENSES																					
SUB-TASK NO.		ITEM(S)		TRIPS		QUANTITY		UNIT PRICE		TOTAL PRICE		ASSUMPTIONS:											
												Review content and use of manual w/ City of Valdez											
		Airfare				2		\$360		\$720		Develop spreadsheet for gradation											
		Per Diem				2		\$110		\$220		Develop O&M checklist											
		Car Rental				2		\$120		\$240		Develop observation checklist for construction and inspection.											
		Parking				2		\$16		\$32		FIRM'S TOTAL COST OF LABOR (or Fixed Price):											
		Fuel				2		\$15		\$30		INDIRECT COST											
												FIRM'S TOTAL EXPENSES											
												FIRM'S TOTAL COST (no Subcontracts or Fee)											
FIRM:		SUB-CONTRACTORS: Firm Initials and Price Per Task																					
AMOUNT:												TOTAL SUBCONTRACTOR PRICES:											
												\$0.00											



## Legislation Text

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**File #:** 20-0007, **Version:** 1

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**ITEM TITLE:**

Procurement Report: Professional Services Agreement with ECI/HYER, Inc. for the New Museum Programming.

**SUBMITTED BY:** Nathan Duval, Capital Facilities Director

**FISCAL NOTES:**

Expenditure Required: \$48,640

Unencumbered Balance: \$301,360.00

Funding Source: 310-4253-58000

**RECOMMENDATION:**

Receive and File.

**SUMMARY STATEMENT:**

ECI/Hyer, Inc. will provide all engineering and support services necessary to provide a recommendation on a preferred site, a conceptual site plan for the preferred site, a space list and room data sheets, a conceptual plan, and a summary report.

Meetings with Museum staff and board have already occurred and materials will be presented to Council at an upcoming January work session.

This report is filed per City Procurement Code 2.80.040.



**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and ECI/HYER, INC. ("Consultant") is effective on the 25th day of November, 2019.

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

**Project: New Museum Programming  
Project No: 19-310-4253  
Contract No.: 1559  
Cost Code: 310-4253-58000**

Consultant's project manager under this agreement is Brian Meissner.

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

City's project manager is Nathan Duval.

**ARTICLE 1. Scope of Work**

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

**ARTICLE 2. Compensation**

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

**ARTICLE 3. Period of Performance**

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

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement by February 1, 2020. Work shall proceed in accordance with the schedule set forth in Appendix A.





ARTICLE 4. Subconsultants

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

ARTICLE 5. Insurance

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

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

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

ARTICLE 6. Appendices

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

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

Agreement for Professional Services  
Project: New Museum Programming  
Project No. 19-310-4253  
Contract No. 1559  
Cost Code: 310-4253-58000



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

**ECI/HYER, INC.**

BY: Mary Knopf

DATE: 11/15/19

TITLE: Secretary/Principal

FEDERAL ID #: 92-0083844

3909 Arctic Blvd., Ste. 103  
Mailing Address

Anchorage, AK 99503  
City, State, Zip Code

Mary Knopf  
Signature of Company Secretary or Attest

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

**CITY OF VALDEZ, ALASKA**

**APPROVED:**

Mark Detter  
Mark Detter, City Manager

City Manager

Date: 11/25/2019

**ATTEST:**

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

Date: 11/25/19

**RECOMMENDED:**

Nathan Duval  
Nathan Duval, Capital Facilities Director

Date: 11-21-19

**APPROVED AS TO FORM:**

Brena, Bell & Walker, P.C.

Jon S. Wakeland

Date: 11/25/19



**Agreement for Professional Services  
Project: New Museum Programming  
Project No. 19-310-4253  
Contract No. 1559  
Cost Code: 310-4253-58000**



## **Appendix A Scope of Work**

### **BASIC SERVICES**

Provide all engineering and support services necessary to provide the City of Valdez:

Recommendation on preferred site, conceptual site plan for preferred site, space list and room data sheets, conceptual floor plan, and summary report.

The scope of work is more specifically described in the attached proposal dated November 6, 2019, which is incorporated herein by reference.

## **Appendix B Basis of Compensation**

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

Payment shall be made based on the proposed fee and shall not exceed \$48,640.00 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

## Professional Services Fee Proposal

Client: City of Valdez  
 Project: Valdez Museum and Historical Archive - Pre Development  
 ECI #: 19-00XX  
 Terms: tbd  
 Date: 11/06/19

ECI  
 ARCHITECTURAL DESIGN SERVICES

	Site Selection Confirmation	ECI Principal / Arch V				ECI Subtotal		Civil (blended rate)		Cost Estimator (blended rate)		Subconsultant Subtotal		Admin Markup		10%	
		1				\$	180			\$		\$	-	\$	-		
	Confirm site selection Criteria	2				\$	360			\$		\$	-	\$	-		
	Review documents and Develop Questions	10		6	18	\$	4,950			\$		\$	-	\$	-		
	Site Review (test fit and order-of-magnitude cost X 3 sites)	2		4		\$	960			\$		\$	-	\$	-		
	Site Selection Recommendation																
	Programming																
	Review Documents, Develop Questions, Adjust Space Requirements	2		6		\$	1,260			\$		\$	-	\$	-		
	Storage Study			2	8												
	Room Data Sheets	2	2	12		\$	2,460										
	Draft Program and Site Selection Report	2		12		\$	2,160			\$		\$	-	\$	-		
First Visit	Workshop 1 (including Prep & Travel)	12		12		\$	3,960			\$		\$	-	\$	-		
						\$	-			\$		\$	-	\$	-		
	Concept Design																
	Develop Concept Site Plan	2		4	4	\$	1,460										
	Develop Concept Floor Plan (up to 3)	8		24	8	\$	6,040										
Second Visit	Workshop 2 (including Prep & Travel)	12		12		\$	3,960			\$		\$	-	\$	-		
	Concept Plan Selected Option Development	2		8	16	\$	3,560										
	Design Narrative	1	2	8		\$	1,680										
	Cost Estimate																
	Coordination with Cost Estimator	2		6		\$	1,260			\$		\$	-	\$	-		
	Cost Estimate																
Third Visit	Presentation to Council (including Prep & Travel)	16		6	6	\$	4,590			\$		\$	4,500	\$	450		
	Review and Finalize Program and Site Selection Report	4		6	8	\$	2,620										
16 weeks		80	4	128	68			0	30								
		14,400	600	19,200	8,500	\$	41,400	-	4,500	\$	4,500	\$	450				Phase Subtotal
																	46,350
EXP		458	5	0	0			0	0								
	Travel Expenses (reimbursable at cost)	2,290	-	-	-			-	-								
																	2,290
TOTAL ESTIMATED SERVICES																	48,640



## Appendix C General Conditions

### I. Definitions:

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

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

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

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

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

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

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

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

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

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



## II. Information and Services from Others:

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

The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

## III. Indemnification

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

## IV. Insurance:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final



payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

**V. Payments:**

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

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

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

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

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

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



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

VI. Changes:

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

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions which conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

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

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

VIII. Inspections:

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

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) day's written notice if the other party fails substantially to perform in accordance with its terms through no





fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

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

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

**X. Officials Not to Benefit:**

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

**XI. Independent Consultant:**

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

**XII. Ownership of Work Products:**

Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this



Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

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

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

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

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

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

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

XIV. Claims and Disputes:

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

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant



to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

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

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.



- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XV. Extent of Agreement:

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

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

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

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

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

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

XVI. Governing Laws:

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

XVII. Minimum Wages:

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





## Legislation Text

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**File #:** 20-0008, **Version:** 1

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**ITEM TITLE:**

City Manager's Report 1/7/2020

**SUBMITTED BY:** Mark Detter, City Manager

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

N/A

**SUMMARY STATEMENT:**

**In the past 3 Weeks, my activities have included:**

- Attended drill at SERVVS with SERVVS, Alyeska, VPD, and Coast Guard staff.
- Attended teleconference determining path forward for Prince William Sound Economic Development District. After resignation of executive director, a new director needs to be hired. A discussion occurred with the Director of the Denali Commission about their group staffing the district.
- Reviewed Comp Plan proposals with Planning Director, Assistant City Manager, and representative of the CPAC.
- Met with representatives of Rydor Development.
- Held meeting on wage study.
- Attended museum board Holiday meeting.
- Interviewed Planning Director candidate.
- Met with representatives from the First National Bank of Alaska.
- Met with Flood Task force member to discuss Flood Mitigation efforts on the Lowe River.
- Completed ICS 800 Training.
- Met with new Superior Court judge, along with Mayor and Police Chief.

**My plans for the next two weeks include:**

- Name a Planning Director.
- Finalizing pay study with HR Director to present to Council for approval 1/21/2020.
- Select consultant to work on Comprehensive Plan.
- Attend meeting of Museum Board meeting on January 9th. Future site of museum to be discussed.
- Finalize plans for staff retreat.
- Schedule attendance and travel plans for National League of Cities Legislative Conference in DC March 7-March 12<sup>th</sup>, 2020.
- Continue ICS training.



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 20-0009, **Version:** 1

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**ITEM TITLE:**

Council Calendar - January 2020

**SUBMITTED BY:** Allie Ferko, CMC, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file

**SUMMARY STATEMENT:**

Council calendar for January 2020 is attached for reference.



# January

2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 HOLIDAY	2	3	4
5	6 7pm – Ports & Harbor Commission  7pm – Town Hall @ Valdez LIO with Representative Rauscher	7 6pm City Council Work Session (with State Lobbyist, Kim Hutchinson)  7pm City Council Meeting	8 5:15pm – Library Board Meeting (@ Library)  6pm – Planning & Zoning Commission Work Session  7pm – Planning & Zoning Commission	9 7pm – VPD Town Hall (Neighbor app by Ring demo & public education)	10	11
12	13 6:30 pm – School Board	14 6:30pm – PVMC HAC Meeting (@ Hospital)  7pm – Parks & Rec Commission	15 Noon – Flood Task Force Meeting  7pm – Economic Diversification Commission	16 6:30pm – VMHA Board Meeting (@ Museum)  7pm City Council Work Session (Proposed New VMHA Building)	17	18
19	20 HOLIDAY  7pm – Ports & Harbor Commission	21 7pm City Council Meeting	22 7pm – Planning & Zoning Commission	23	24	25
26	27 Noon – Beautification Task Force  6:30 pm – School Board	28	29	30	31	

Note 1: This calendar is subject to change. Contact the City Clerk's Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting.

Note 2: Unless otherwise notated, all meetings and events listed on this calendar are held in City Council Chambers.

Updated 12.30.19

# Valdez Town Hall

**January 6th, 2020  
at 7 p.m**

**Valdez Legislative Information Office  
State Courthouse Rm. 13  
Valdez, Alaska 99686**

This is the perfect opportunity to bring your concerns and questions to Representative Rauscher before the session begins January in Juneau.

