



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, January 20, 2026

7:00 PM

Council Chambers

Regular Meeting

WORK SESSION AGENDA - 5:30 pm

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

1. [Work Session: 2026 State and Federal Legislative Priorities and Strategy](#)

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC BUSINESS FROM THE FLOOR

V. CONSENT AGENDA

1. [Approval of KVAK Radio Broadcasting Agreement Extension #1](#)
2. [Approval of Professional Services Agreement with Kim Hutchinson dba Trust Consultants in the Amount of \\$60,000](#)
3. [Appointment to VMHA Board of Directors - Applicant: Jim Shirrell](#)
4. [Acceptance of Resignation of Beautification Commission Member Paula McCann](#)
5. [Approval of 5 Year Communications Agreement with Vertical Bridge S3 Assets, LLC\(GCI\)](#)
6. [Approval of 5 Year Communications Agreement with Copper Valley Telecommunication \(CVTC\)](#)
7. [Approval of 5 Year Communications Agreement with New Singular Wireless PCS, LLC \(AT&T\)](#)
8. [Approval of Contract Amendment #1 - Rural Snow Removal Services with Dunning Enterprises](#)

9. [Approval of Contract Amendment #1 - Rural Snow Removal Services with Nordic Village Supply](#)
10. [Approval of Contract Amendment #1 Rural Snow Removal Services with P&R Enterprises, Inc.](#)
11. [Approval To Go Into Executive Session: City Clerk Annual Evaluation](#)
12. [Approval To Go Into Executive Session Re: 1\) Discussion of Litigation Strategy for Larry Ables Lawsuit; 2\) Implications for City Revenues and Litigation Strategy Regarding Trans Alaska Pipeline System Ad Valorem Tax Issues; 3\) Discussion of Ongoing Escaped Property Legal Issues; 4\) Discussion of Local Regulation and Assessment of Oil Spill Prevention and Response Property](#)

VI. NEW BUSINESS

1. [Discussion Item: Q&A with Ben Simonds Regarding Valdez Fire Department Membership in Alaska Professional Firefighters Association Union](#)
2. [Approval of Contract with Capitol Hill Consulting Group, CHCG LLC for Federal Lobbying Services in the Amount of \\$150,000.](#)
3. [Approval of Purchase of a 2026 Caterpillar 966 Wheel Loader from NC Machinery in the Amount of \\$429,690](#)
4. [Approval of Purchase of a 2026 Model 900-ECO 12-Yard Vacuum Truck from Alaska Municipal Equipment in the Amount of \\$636,553.89](#)

VII. ORDINANCES

1. [#26-01 - Amending Title 3 Property Taxes, Chapter 3.12, Section 3.12.040 Titled Additional Exemptions. First Reading. Public Hearing.](#)

VIII. RESOLUTIONS

1. [#26-04 - Adopting an Alternative Allocation Method for the FY26 Shared Fisheries Business Tax Program and Certifying that this Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in FMA 15:Prince William Sound Area](#)
2. [#26-05 - Adopting Terminal Tariff 100-26 and Repealing Resolution 23-60 Previously Adopting Terminal Tariff 100-24](#)
3. [#26-06 - Endorsing the Prince William Sound Regional Citizens' Advisory Council for Recertification by the U.S. Coast Guard](#)
4. [#26-07 - Amending the City of Valdez Employee Personnel Regulations](#)
5. [#26-08 - Authorizing Execution of Estoppel and Agreement with Silver Bay Seafoods-Valdez, LLC](#)

6. [#26-09 - Authorizing an Amendment to Resolution #25-58 to Change the Gravel Lease Term for Knik Construction Co. to Twenty Years on a 21.3 Acre Portion of Parcel E 1, Tract A, ASLS 79-116, Plat 2002-12 and Tract C-1, ASLS 79-116, Plat 2002-13](#)

IX. REPORTS

1. [City Manager Written Report](#)

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

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

XI. COUNCIL BUSINESS FROM THE FLOOR

XII. EXECUTIVE SESSION

XIII. RETURN FROM EXECUTIVE SESSION

XIV. ADJOURNMENT



Legislation Text

File #: 26-0015, **Version:** 1

ITEM TITLE:

Work Session: 2026 State and Federal Legislative Priorities and Strategy

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

The adopted 2025 State and Federal Legislative Priorities and 2026 Alaska Legislative Session Calendar are attached for review. Additionally, a summary of key updates on priorities from the past year is attached.

Federal Lobbyist Jack Victory and Eric Kros with Capital Hill Consulting Group will share updates with Council first.

City of Valdez Lobbyist Kim Hutchinson of Trust Consultants, Representative Garret Nelson and Senator George Rauscher will be present for the work session to share information on the upcoming state legislative session.

The intent of the work session is to discuss any changes in the policy landscape desired changes to legislative priorities and to hear about potential impact from changes in the Alaska Legislature.



2025 STATE LEGISLATIVE PRIORITIES

SUPPORT LOCAL HOUSING AND CHILD CARE NEEDS

The City Council has identified housing and child care as their top two priorities. Valdez has been working hard on local initiatives and trying to find ways to support projects in both areas but addressing these dual crises will require ongoing support from all levels of government.

Take Active Steps to Stabilize Alaska’s Child Care Sector

There is a need for sustained support from both state and federal governments to stabilize local child care economies. The state should consider helping providers navigate the licensure process by creating positions within the Child Care Program Office to provide direct support to those wishing to become licensed child care providers. Creating a statewide shared services alliance or similar organization to allow child care professionals access to health insurance, benefits and administrative support would also be a positive step. The state should continue to think about allowing for flexibility in how individual communities approach child care challenges.

Support Housing Initiatives and Funding

We ask that the legislature and the governor maintain and expand funding for initiatives that directly aid local communities in addressing housing scarcity and affordability issues.

STAFF AND SUSTAIN THE VALDEZ AREA STATE PARKS

The passive management of thousands of acres of State Park lands around Valdez since 2016 has caused a cost-shift to the City of Valdez. The local non-profit that holds the contract with the Department of Natural Resources to maintain our area parks relies heavily on non-state funding sources including an annual grant from the City of Valdez. Reinstating a full-time Park Ranger position in our area will help to address public safety and maintenance issues in our state parks, which are now serving ever increasing numbers of visitors each year.

LOCAL CONTROL IN MUNICIPAL PROPERTY TAXATION

Assessed values of homes have dramatically increased in Valdez and this creates significant hardship for many residents. However, state law significantly limits how local governments can respond to offer taxpayers some relief. We urge the Alaska Legislature to reexamine AS 29.45 governing property taxation by local governments and support efforts to add flexibility in allowable local tax exemptions, especially for residential properties.

ADEQUATELY FUND PUBLIC EDUCATION

We urge the Alaska Legislature and the Governor to fund K-12 education adequately and equitably in Alaska as the Alaska Constitution mandates. Support for education accounts for 19% of the city’s annual appropriations. A significant disparity exists between organized and unorganized areas in the state in the level of state support received for education.

Increase the Base Student Allocation

Years of the state funding schools at the same level and not accounting for major inflationary pressures equates to a cut to education funding by the state. The City of Valdez supports the legislature passing HB 69, SB 46 or a similar measure to adjust the education funding formula outlined in AS 14.17 to account for inflation.



Fund School Bond Debt Reimbursement and School Major Maintenance

The City of Valdez urges full funding of School Bond Debt Reimbursement as allowed under AS 14.11 and supports robust funding of the Department of Education and Early Development's School Major Maintenance Grant Program. In the Governor's proposed FY 2026 budget both essential programs are left unfunded. These programs ensure that funding for timely repairs for our aging school buildings can be reimbursed.

KEEP OUR COMMUNITY CONNECTED WITH RELIABLE TRANSPORTATION SYSTEMS

The Richardson Highway and Alaska Marine Highway are lifelines for our community and there are various other state-owned roads, bridges and facilities, including our local airport, in Valdez that require consistent upkeep and attention from the Alaska Department of Transportation and Public Facilities.

Thompson Pass staffing levels and significant weather events have led to frequent closures in the last two years that pose a risk to health and safety for our residents. Maintaining adequate snow removal in and around Valdez - including Thompson Pass- is imperative. Additionally, the City of Valdez supports ongoing maintenance or replacement of existing state roads and infrastructure as well as improvements to regular ferry service to the Marine Highway terminal in Valdez.

PRIORITIZE A STABLE PUBLIC RETIREMENT SYSTEM

The quality of Alaska's Public Retirement System is important for recruiting and retaining public servants, especially our first responders and teachers. We believe the creation of a new defined benefits option within the state retirement system (both PERS and TRS) is desirable and is especially important for attracting high quality professionals to our community. The city urges the legislature to pass SB 27 or a similar measure. Additionally, the current employer contribution of 22% required by AS 39.35.255 causes the City of Valdez and other municipalities to incur significant additional payroll costs with little direct benefit to our current employees. The City of Valdez also supports the state allowing for limited rehire of retired public employees.

SUPPORT FISHERIES AND MARICULTURE INDUSTRIES

Valdez is home to 41 permit holders and homeport to 91 vessels participating in various commercial fisheries and one of the largest purse seine salmon fisheries in Alaska. Each summer, up to 200 commercial vessels fish near the Solomon Gulch Hatchery, the Alyeska Marine Terminal and regulatorily closed waters. Additionally, Prince William Sound has an emerging mariculture industry with significant potential to drive economic diversification in the region.

Prince William Sound 2024 Fisheries Economic Disaster

2024 marked a year of historically low returns for the commercial salmon fisheries in Prince William Sound and will have lasting financial impacts on our economy moving forward. The 2024 Prince William Sound Pink Salmon total common property harvest was 85.4 % less than the recent 5-year average and the lowest harvest in the last 30 years. Area Purse Seiners were 85.3% and the drift Gillnet fleet came in at 89.6% below this 5-year average. Last November, the Valdez City Council passed Resolution 24-46 requesting that Governor Dunleavy designate by proclamation, as described in AS 44.33.285, the area of Prince William Sound pink salmon and any other applicable commercial fishery as an area impacted by an economic disaster and that the State of Alaska implement a recovery plan that provides private assistance and takes other actions that benefit commercial fisheries participants and others that rely on this important fishery resource. We urge the Commercial Fisheries Entry Commission to waive permit fees for the 2025 season and as the state to push for assistance from the U.S. Department of Commerce.



Stable Funding of the ADF&G Commercial Fisheries Division

The Valdez fishing fleet relies on the ADF&G Commercial Fisheries Division to ensure maximum fishing opportunities and sustainable resource management. The legislature and the governor must recognize the need for a budget that minimizes adverse impacts on the core functions of this division. Successful commercial fisheries in our region hinge on the following: maintaining adequate staffing levels in Prince William Sound to provide for effective fisheries management; fully funding in-season data collection activities; maintaining the division's ability to conduct accurate in season reporting; and providing support for ongoing research projects.

Funding of the Alaska Seafood Marketing Institute

Alaska's seafood processors are experiencing unprecedented impacts to seafood markets due to increased production costs (inflation, interest rates, labor wages), reduced consumer demand post-pandemic, unfair trade policies, and geopolitical events. Global events have resulted in a weak Russian currency and dumping of Russian seafood, collapsing seafood markets, and built-up inventories which have led to the decline of ex vessel and first wholesale prices for all Alaska seafood, including salmon, pollock, cod, and sablefish. PWS fishermen and processors depend on strong markets to provide for stable business.

Mariculture

The City of Valdez is heavily invested in ensuring that the mariculture industry thrives in Prince William Sound and applauds legislative, regulatory and budgetary efforts on mariculture development at the state and federal levels. We encourage the legislature, the governor and the ADF&G to continue supporting this emerging industry.

ENSURE STABILITY FOR ESSENTIAL STATE SERVICES

The City of Valdez continues to urge the State of Alaska to maintain funding for essential services. Cuts to many services create a significant burden for the Valdez community and minimal savings for the State of Alaska.

Alaska Court System and Department of Law:

The Valdez Police Department has noted significant delays in prosecution of criminal charges by the state and a lack of resources for conducting local trials.

- Maintain state funding for criminal prosecutions.
- Address staffing shortages causing delays in prosecutions.
- Ensure adequate staffing of the Valdez Courthouse to allow for regular local trials.

Department of Environmental Conservation, Division of Spill Prevention and Response:

SPAR staff and resources play a key role in ensuring that oil is safely moved through Port Valdez and in making sure that there are resources available in the event of a major oil spill event.

- Support efforts to increase the Refined Fuel Surcharge to ensure future funding for the oil spill response program.
- Maintain SPAR staff positions in Valdez.

Department of Administration, Division of Motor Vehicles:

Maintain full staffing of the local DMV office which allows Valdez residents to conduct business without having to travel more than 100 miles.



Department of Family and Community Services, Office of Children's Services:

Ensure that the one existing staff position for OCS in Valdez is filled to help ensure the safety of our community's most vulnerable children.

Department of Public Safety, Wildlife Troopers:

Maintaining the Valdez post for an Alaska Wildlife Trooper is vital to the fishing community of Valdez and Prince William Sound. The presence of a Wildlife Trooper ensures an orderly fishery and maintains established boundaries for resource protection and marine traffic.

University of Alaska, Prince William Sound College:

PWSC is a hub for training and education in our community. The City of Valdez encourages the continued support of Technical and Vocational Education programs at PWSC that support local industries of Oil and Gas, Mariculture, Healthcare and Outdoor Recreation.

SUPPORT STATE GRANT PROGRAMS

The City of Valdez recognizes the importance of maintaining funding for various state-administered grant programs that provide essential funding to local governments and community organizations. The following programs are particularly impactful for our community:

Regional and Community Jail Funding (DOC):

Annually, the state provides essential monetary support to offset the cost of community jail operations. Valdez is one of 15 communities that contract with the state to operate jail facilities in lieu of the state taking on this public safety responsibility.

Alaska Community Transit Human Service Grant Program (DOT&PF):

This grant program allows the Valdez Senior Center, a non-profit organization, to continue acting as the lead agency providing transit services to seniors and individuals experiencing disabilities. This program enables these vulnerable populations to participate in activities of daily life. The Valdez City Council passed Resolution 24-66 supporting the senior center's 2025 application for this grant.

Community Based Primary Prevention Program Grants (CDVSA):

This grant program supports activities to prevent domestic violence in our state. In Valdez, the local non-profit Advocates for Victims of Violence relies on this funding source to aid individuals facing family or intimate partner violence.

Child Advocacy Center Grant (DFCS) and VOCA Grant (DPS):

The City of Valdez provided supplemental funding in 2025 to the Copper River Basin Child Advocacy Center and supports the ongoing efforts of this organization in helping to reduce child abuse and providing services for families experiencing abuse in our community. The DFCS CAC grant to this organization was reduced by 15% in FY25 and led directly to an increased ask of the city.

Recreational Boating and Access Program (ADF&G):

The City of Valdez is interested in pursuing funding through this program to improve the boat launch ramp at the Valdez Small Boat Harbor.



2025 STATE LEGISLATIVE PRIORITIES

CAPITAL PROJECT PRIORITIES

Hermon Hutchinson Elementary Roof & Exterior Envelope Replacement

Cost - \$9,528,585 - Construction completed and seeking reimbursement - #16 on the FY26 School Major Maintenance Grant list for DEED

Pavement & Utilities Rehabilitation Phase 4

Cost - \$6,600,000

Valdez Harbor Launch Ramp Replacement

Cost - \$4,250,000 - Have applied for the Recreational Boating Access Program Grant

Public Safety Radio Network and Equipment Replacement

Cost - \$4,000,000

DOT&PF PROJECT PRIORITIES FOR VALDEZ

Mineral Creek Loop Road Resurfacing

Cost - \$2,000,000 - DOT&PF already has project funding in the amount of \$4,258,352 for culvert replacement on Mineral Creek Loop Road

Resurfacing and Lighting Improvements on Hazelet Ave.

Cost - \$5,000,000

Mineral Creek Bridge (Bailey Bridge) Replacement

Cost - \$2,000,000

Allison Point Pedestrian Pathways

Cost - \$2,000,000

Richardson Highway Resurfacing & Safety Improvements - Airport Rd to Dayville Rd



2025 FEDERAL ADVOCACY PRIORITIES

SUPPORT LOCAL HOUSING EFFORTS

Advocate for solutions to address the housing shortage in Valdez.

- Highlight projects that the City of Valdez has done to be a part of the housing solution. These have included:
 - Reexamination of land use policies and local zoning requirements- including updating the Comprehensive Plan and taking on a rewrite of our zoning code.
 - Housing incentives for new dwelling units and development
 - Temporary property tax exemptions for key areas
- Identify opportunities to improve housing options for USCG at the federal level. Work with the Alaska Delegation to explore solutions to expedite housing for the Coast Guard.
- Continue to seek federal funding through HUD and other agencies to promote additional high-quality housing units in Valdez with an emphasis on replacement of the large number of aging mobile and manufactured homes in our community.

ADDRESS CHILD CARE NEEDS

Work to address the child care crisis in Valdez through federal funding opportunities to ensure there are adequate child care services.

- Update Alaska Delegation on current child care initiatives in City of Valdez that focus on the interrelated areas of facility creation, workforce development and funding mechanisms to help businesses create licensed care in the community.
- Senator Murkowski was able to secure \$3 million for a child care facility in Valdez as part of the FY24 Appropriations bill. We are awaiting the award letter for funding.
- Explore options for a local Head Start grantee manage and operate city-owned early education facility.

KEEP A STRONG COAST GUARD PRESENCE IN VALDEZ

A robust USCG presence is important to maintaining of adequate emergency response capabilities and security for Valdez’s strategically important port.

- Work with the Alaska Delegation to replace Liberty as soon as possible. The Coast Guard has committed to 87’ foot cutter to be stationed in Valdez.
- Identify a long-term strategy to maintain Coast Guard presence in Valdez.
- The City Council will highlight the importance of adequate emergency response to handle TAPS and other sensitive material that enter the Port of Valdez.
- Identify future military assets to be station in Port of Valdez.
- Valdez will continue to highlight the strategic advantage City of Valdez provides.



INFRASTRUCTURE INVESTMENT

Advocate for federal funding to improve and maintain Valdez's local infrastructure, including roads, bridges, ports, schools and modernizing the Valdez Container Terminal for economic growth and environmental safety.

- Pursue annual appropriations funding for community development projects in Valdez, which includes infrastructure funding. The top priorities for funding include the Emergency Radio Communications tower project, design funding for Phase V Pavement Management on Pioneer Drive, design and permitting for dock at Sea Otter Park for future vessels.
- Urge Congress to pass, and continue to fund, the Secure Rural Schools and Community Self-Determination Act.

HEALTHCARE ACCESS

Seek federal support to improve healthcare access in Valdez, including funding for healthcare facilities and addressing the healthcare workforce shortage.

- The City Council and local partners have identified gaps in specialty healthcare services – including obstetrics, senior support services, and long-term care.

SUSTAINABLE RESOURCE MANAGEMENT

Support legislation that promotes sustainable fisheries management in the Prince William Sound, timber conservation, and wildlife protection in the Valdez area.

- Request Federal support for emergency declaration for local fisheries affected by meager salmon run in 2024.
- Reauthorization of the Magnus-Stevens Fisheries Management Conservation Act. This is an opportunity to evaluate possible changes that could be beneficial to Prince William Sound.
- The same strategy will be applied to mariculture, timber and wildlife protection developments projects in Valdez, which includes infrastructure funding.

ARCTIC POLICY

Advocate for policies that recognize Valdez's position as a strategic Arctic gateway.

Promote sustainable development, environmental conservation, and infrastructure improvements to support increased Arctic activity.

The Arctic is becoming more prevalent in members' minds for a host of reasons, including Senator Sullivan's determination to educate members on the resources and national security concerns related to the Arctic.



DISASTER PREPAREDNESS AND RESPONSE

Prioritize federal assistance for disaster preparedness and response in Valdez, focusing on the city's vulnerability to natural disasters and the potential impacts of climate change.

- Seek federal funding to support the Avalanche Center, including National Weather Service daily weather observations.
- Find opportunities for federal funding to support resilience for the City of Valdez in future natural disasters.

CLIMATE CHANGE AND ENVIRONMENTAL PROTECTION

Address the immediate impact of climate change on Valdez's coastal ecosystems, including protection of glaciers and marine life and prioritize funding for climate resilience projects in Valdez.

TRIBAL SOVEREIGNTY AND SELF-DETERMINATION

Support legislation that addresses the unique needs of the Valdez Native community.

2026 SESSION CALENDAR

DECEMBER 2025						
SUN	MON	TUE	WED	THU	FRI	SAT
21	22	23	24	25 Christmas Day	26	27
28	29	30	31 5pm deadline to request new bills for prefile			
JANUARY 2026						
SUN	MON	TUE	WED	THU	FRI	SAT
				1 New Year's Day	2	3
4	5	6 Noon deadline to approve final for 1st Prefile release	7	8	9 1st Prefile Release	10
11	12	13 Noon deadline to approve final for 2nd Prefile release	14	15	16 2nd Prefile Release	17
18	19 MLK Day	20 First Day of Session	21	22	23	24
25	26	27	28	29	30	31
FEBRUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16 President's Day	17	18	19	20	21
22	23 Personal bill deadline	24	25	26	27	28
MARCH						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30 Seward's Day	31				

APRIL						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19 90 th Day	20	21	22	23	24	25
26	27	28	29	30		
MAY						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20 121 st Day	21	22	23
24/31	25 Memorial Day	26	27	28	29	30

WEEKEND ROTATION SCHEDULE FOR LEGAL SERVICES STAFF

Saturday:
 Duty Attorney Hours 10:00 - 3:00
 Front Staff Hours 10:30 - 3:00
 Editor Hours 11:00 - 3:00



To: Valdez City Council
Re: State and Federal Policy Priority Updates

The goal of this memo is to provide an overview of significant policy shifts at the state and federal levels and movement on topics related to 2025 City of Valdez legislative priorities.

Housing (state and federal)

- Approval received for future construction of additional Coast Guard Housing Units in Valdez however the Coast Guard has been noncommittal. Recent [process in Kodiak](#) has been cited as a possible model.
- Alaska Corporation for Affordable Housing is completing development of 20 units in Valdez.
- PRICE Program 2024 application was not funded by HUD- Community Development Department looking at other options for mobile home replacement.

Child Care (state and federal)

- SB 189 which [expanded child care assistance and added specific business tax credits for child care investment](#) passed into law in 2024 – it faced a [legal challenge](#) due to the single subject rule.
- SB 95 was [passed in May of 2025](#) to ensure provisions related to child care would have legal effect.
- The Division of Public Assistance [announced new rate schedule](#) and noted an additional \$5.9 million in annual funding is being put toward supporting licensed child care.
- At the federal level, the [Department of Health and Social Services](#) has frozen about \$2.4 billion in Child Care Development Fund monies in five states. States are under greater scrutiny currently.
- The final [2025 tax reconciliation package](#) (One Big Beautiful Bill) made several changes to the Child and Dependent Care Tax Credit (expanded), Employer Provided Child Care Credit, Child Tax Credit (altered), and other programs.
- \$3 million FY24 federal discretionary funding for child care will be used in renovation of District Office and \$880,000 State of Alaska Community INNOVATION grant fully expended.

Strategic Port Value and Port Infrastructure (state and federal)

- With help of the Alaska delegation the USCG Cutter Liberty was replaced with USCG Cutter Blacktip – a home porting ceremony took place in the summer of 2025.
- The city engaged PN&D and Corvis design to assist with conceptual design and promotional materials to illustrate the potential for and benefits of additional US Coast Guard or military assets being homeported in Valdez. Other Alaska communities like Kodiak and Juneau will not likely be able to host as many vessels as the coast guard is planning to construct.

Support for Valdez Area State Parks (state)

- Ranger position for Valdez area remains unfunded.
- Maintenance for Valdez area parks is still contracted to VAA with little state support.
- [HB 79 Renaming Shoup Bay State Marine Park](#) as Vic Fischer State Marine Park passed the House and is in Senate Resources committee (COV submitted letter of support).



Local Control in Municipal Property Taxation (state)

- Current [version of HB 13](#) includes COV's desired language "(dd) A municipality may by ordinance exempt or partially exempt from taxation real property owned and occupied as a permanent place of abode by a resident of the municipality." This bill also has additional provisions intended to help alleviate housing affordability issues.
- It passed the House in May 2025 and was referred to Senate Community and Regional Affairs and State Affairs committees.

Adequately Fund Public Education (state and federal)

- The Alaska Legislature successfully [passed HB 57](#) raising the BSA from \$5,960 to \$6,660. Other provisions related to charter schools, reading grants and wireless telecommunications policies were in this bill as well. The governor vetoed this bill, but the veto was overridden. The governor then used his line-item veto authority to reduce the enacted operating budget funding amount to the prior BSA amount. [This veto was also overridden](#) by the legislature.
- Valdez City Schools continues to advocate for control of local contributions and supports [HB 212](#), which would base the funding formula on a 3-year enrollment average and SB 113, which passed but was vetoed last year and would have directed corporate income tax from online business to school funding.
- COV commented in opposition to [proposed regulation changes](#) to alter the definition of "Local Contribution" that would severely limit local communities' ability to fund community programming in schools. The state claimed the change related to correcting their [failure of the federal disparity test](#) but communities and school districts argued that the two decisions were unrelated.
- Herman Hutchens Elementary School Exterior Renovation ranked 16th on the [FY 26 school major maintenance list](#) – only the first three projects were funded due to [governor veto](#).
- Secure Rural School funding for recent federal fiscal years was approved and has now been received.

Reliable Transportation Systems (state and federal)

- Overall coordination with Alaska DOT&PF has been positive in 2025.
- Ferry operations remain sporadic in Prince William Sound- there were no sailings on the Valdez, Cordova, Whittier route for a two-month period (Dec 2024- Jan 2025). There is an approved 2026 project for [replacing the M/V Tustumena](#), which may add flexibility for the fleet.
- Alaska DOT&PF completed repaving of the section of the Richardson Hwy where several automobile accidents have occurred in recent years. There are additional repairs planned to the Richardson and Glenn highways. Federal Highway Administration [redistributed \\$183.4 million in federal funds](#) to Alaska DOT&PF allowing for additional road projects to be funded statewide.
- There were fewer closures of Thompson Pass in winter of 2024-25 compared to winter 2023-24, though it continues to be a challenge for Alaska DOT&PF to keep a full workforce of operators and mechanics locally.



Essential State Services in Valdez

- Funding for various state agency positions in Valdez was status quo in the FY 26 state operating budget.
- There are still delays with prosecution of local cases by the state and some challenges with staffing.

Stable Public Retirement System (state)

- HB 78 [passed the House](#) and is currently in Senate Labor and Commerce.

Fisheries, Mariculture and Natural Resources (state and federal)

- 2024 Prince William Sound Fisheries Economic Disaster – A request was submitted to U.S. Department of Commerce by Gov. Dunleavy under the Magnuson-Stevens Act in January 2025. Status is still listed as “pending” on [NOAA page](#).
- FY 26 ADF&G Commercial Fisheries Division budget was stable.
- Half of Alaska Seafood Marketing Institute funding was [vetoed by the governor](#) in 2025.
- Several Prince William Sound projects have benefited from the \$49 million Alaska Mariculture Cluster grant program funded by the U.S. Economic Development Administration and led by Southeast Conference. The project period for this grant expires September 30th, 2026.
- [Conversations around reauthorization](#) of the Magnuson-Stevens Fisheries Management Conservation Act and potential changes to the law continue at the federal level.

Healthcare Access and Quality (federal)

- Providence Valdez has identified the following projects and programs that could be supported by the Rural Health Transformation Program: MRI & Ultrasound Replacement Project, Rural Training Hub Pilot Program, Home Health Pilot Program.
- Providence Valdez also supports Compacting Nursing Licensure to allow for reciprocity of professional licenses across states.

Disaster Preparedness and Response (federal)

- Funding for the emergency radio communications tower project is currently in an appropriations bill being considered by the US Senate.
- Vessels of Opportunity (fishing vessels that play a vital part in oil spill response programs) remain exempt from USCG inspection is included in the current version of the National Defense Authorization Act (signed into law in Dec 2025).

There were no specific or actionable advocacy goals for the following identified federal priorities: Arctic Policy, Climate Change and Environmental protection, Tribal Sovereignty and Self-determination.



Legislation Text

File #: 26-0009, **Version:** 1

ITEM TITLE:

Approval of KVAK Radio Broadcasting Agreement Extension #1

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: Amount Not To Exceed \$40,000

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

Funding Source: 001-5300-45400 (Council Advertising) & 001-5350-43350 (Clerks)

RECOMMENDATION:

Approval of KVAK Radio Broadcasting Agreement Extension #1

SUMMARY STATEMENT:

The 2025 broadcasting agreement with KVAK radio approved on December 17, 2024 included two 1-year options for renewal. This is extension #1 for FY 2026.

This contract is specific to broadcasting/advertising needs for City Council meetings and advertising rates for the City Clerk's office such as elections, etc.



KVAK BROADCASTING AGREEMENT EXTENSION #1

EXTENSION #1 of this agreement between the CITY OF VALDEZ, ALASKA, ("City") and KVAK ("Contractor") is effective on the 1st day of January 2026 and expires on December 31, 2026. Prior to expiration of this agreement, and provided KVAK has, in the judgement of the City, satisfactorily provided the services contemplated in the agreement, KVAK or the City of Valdez may extend this agreement for an additional 1-year term.

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

Project Name: COV: Council & COV: Clerks KVAK Broadcast Services

Cost Codes: 001-5300-45400 (COV: Council) or
001-5350-43350 (COV: Clerks)

Contractor's project manager under this agreement is Laurie Prax. Contractor's project manager may not be changed without the written consent of the City.

City's project manager under this agreement is Sheri Pierce.

Appendix A Scope of Work

KVAK shall broadcast **City Council regular meeting agenda announcements**, consisting of regular meeting date, time, location and New Business agenda content, on KVAK Radio and through the KVAK email newsletter on the following schedule:

- For each City Council regular meeting, broadcast twenty-one (21) radio spots on a minimum of five of the following platforms:
- 93.3FM, 1230AM, KVAK-AM Website Stream, KVAK-FM Website Stream, KVAK App Country Stream, KVAK App Hit Music/Classic Rock Stream
- Print ad in KVAK's e-mail newspaper the Monday prior to the regular meeting ("City Council Regular Meeting Announcement")

KVAK shall broadcast **City Council budget work sessions announcements**, consisting of budget work session date, time, location and agenda topics, on KVAK Radio and through the KVAK email newsletter on the following schedule:

- For each City Council budget work session, broadcast twenty-one (21) radio spots on a minimum of five of the following platforms:
- 93.3FM, 1230AM, KVAK-AM Website Stream, KVAK-FM Website Stream, KVAK App Country Stream, KVAK App Hit Music/Classic Rock Stream
- Print ad in KVAK's e-mail newspaper the Monday prior to the budget work session. ("City Council Budget Work Session Announcement")

**Appendix B
Basis of Compensation**

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

1. \$449 LIVE meeting on 1230AM or 93.3FM & \$499 for advertising of City Council Regular Meetings (includes radio spots and email newspaper ad as outlined in Appendix A).
2. \$449 LIVE meeting on 1230AM or 9.3FM & \$499 for advertising of Budget Work Session Announcement (including radio spots and email newspaper ad as outlined in Appendix A).
3. The City may purchase additional radio spots from KVAK using either the COV: Council or COV: Clerks account at the discounted rate of \$17 for a 30-second spot or \$20 for a 60-second spot.

Monthly invoices should be submitted for payment to: City of Valdez, Attn: City Clerk, PO BOX 307, Valdez, AK 99686.

Payment shall be made based on the proposed fee and shall not exceed \$40,000 without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

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.

KVAK

CITY OF VALDEZ, ALASKA

By: _____
Laurie Prax

Dennis Fleming, Mayor

Date: _____

Date: _____

Title: _____

ATTEST:

Federal ID# _____

Sheri L. Pierce, MMC, City Clerk

Mailing Address

Date _____

City, State, Zip Code

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

Jake Staser, City Attorney



Legislation Text

File #: 26-0019, **Version:** 1

ITEM TITLE:

Approval of Professional Services Agreement with Kim Hutchinson dba Trust Consultants in the Amount of \$60,000

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: \$60,000

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

Funding Source: 001-5300-43200

RECOMMENDATION:

Approve annual contract with Kim Hutchinson dba Trust Consultants in the amount of \$60,000.

SUMMARY STATEMENT:

The annual contract for State of Alaska lobbying services is put forth for Council's approval.

Serving as State lobbyist, Mr. Hutchinson represents the City of Valdez during regular and all special sessions of the State Legislature and throughout the calendar year. The contract amount of \$60,000 includes all travel and expenses.



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Kim Hutchinson, DBA Trust Consultants, is effective on the 20th day of January 2026.

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

**Contract No.: 2456
Cost Code: 001-5300-43200**

Consultant’s project manager under this agreement is Kim Hutchinson.

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

City’s project manager is Sheri Pierce.

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 in an amount not to exceed \$60,000.

ARTICLE 3. Period of Performance

3.1 The term of this Agreement shall commence on January 1, 2026, and shall continue until December 31, 2026. The Agreement may be terminated with a 30-day written notice given by either party to the other.

ARTICLE 4. Subconsultants

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

ARTICLE 6. Appendices

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

Agreement for Professional Services
Contract No.2456
Cost Code: 001-5300-43200



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

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.

NAME OF COMPANY

CITY OF VALDEZ, ALASKA

APPROVED:

Authorized Signature

Dennis Fleming, Mayor

Printed name

Date: _____

Date: _____

ATTEST:

Title: _____

Sheri L. Pierce, MMC, City Clerk

FEDERAL ID #: _____

Date: _____

Mailing Address

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

City, State, Zip Code

Jake Staser, City Attorney

Date: _____



Appendix A Scope of Work

BASIC SERVICES

The City retains Kim Hutchinson to serve as lobbyist for the City of Valdez during the regular and all special sessions of the Alaska Legislature in 2026, and throughout the calendar year 2026. Kim Hutchinson is authorized to represent the City in dealings with the Alaska Legislature, the Administration, and agencies of the State of Alaska and, shall solely represent the interests of the City in all such matters.

Kim Hutchinson shall immediately advise the City of any activity deemed to be critical to the City's interests and shall provide adequate notice of all such matters as may require a timely response by the City.

Kim Hutchinson shall communicate with the City Council on a semi-annual basis, either in person or via electronic communication unless it is deemed necessary to do so more often by the City.

It is understood and agreed, with respect to the services Mr. Hutchinson shall render pursuant to paragraph 1 above, he will perform such services exclusively as an independent contractor to, and not as agent or employee of, the City.

Appendix B Basis of Compensation

On submission of invoices, the City shall pay to Kim Hutchinson dba Trust Consultants compensation as follows:

For all the services and undertaking hereunder during the term of this Agreement, the City shall pay to Kim Hutchinson dba Trust Consultants a retainer of \$60,000 payable in monthly installments of \$5,000 each, which shall be due prior to the beginning of each month for the term of this Agreement.

Total payments for professional services and other expenses under this agreement shall not exceed a total contract authorization of \$60,000.



Legislation Text

File #: 26-0018, **Version:** 1

ITEM TITLE:

Appointment to VMHA Board of Directors - Applicant: Jim Shirrell

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Review and appoint applicant.

SUMMARY STATEMENT:

The City Clerk's Office has advertised for upcoming vacancies on the Valdez Museum and Historical Archives Board of Directors due to normal term expiration.

The following application has been received:

- Jim Shirrell

If appointed the applicant will serve a full 3-year term from January 31, 2026 to January 31, 2029.

1 additional seat is still being advertised for.



APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

BOARD/COMMISSION MUSEUM BOARD

DATE 1/13/26

NAME Jim Shirdell

RESIDENCE ADDRESS PO Box

MAILING ADDRESS _____

TELEPHONE NUMBER Daytime _____ Evening _____

OCCUPATION Retiree EMPLOYER _____

Please check the main reason(s) for applying for appointment to this board/commission:

- I have expertise that I want to contribute.
- I am interested in the activities the board/commission handles.
- I want to participate in local government.
- I am strongly concerned with better government.
- I want to make sure my segment of the community is represented.
- Other: _____

Please explain in greater detail those items you have checked: _____

It is suggested you attach an outline of your education, work and volunteer experience.

How did you learn of this vacancy? (circle one)

Media Word of mouth Solicitation Other _____

Jim Shirdell
Signature

*** Please return this form to the Office of the City Clerk, P.O. Box 307, Valdez, AK 99686 ***



Legislation Text

File #: 26-0017, **Version:** 1

ITEM TITLE:

Acceptance of Resignation of Beautification Commission Member Paula McCann

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Accept resignation.

SUMMARY STATEMENT:

Section XIII.E.19 of Council Policies and Procedures (re: citizens advisory groups) states “*Any member wishing to resign from a citizen advisory group prior to the completion of their full term shall provide written notice to their staff liaison who will forward such notice to the City Clerk’s Office for processing and formal acceptance by City Council*”.

Beautification Commission Member Paula McCann submitted her resignation to the Clerk’s Office by email on January 13, 2026.

The Clerk’s Office will advertise this partial vacancy.

Elise Sorum-Birk

From: Paula Ann McCann [REDACTED]
Sent: Tuesday, January 13, 2026 4:21 PM
To: Elise Sorum-Birk
Subject: Re: Beautification Commission Attendance

I am sorry but my health and medical problems have made it difficult. Please accept my resignation.
Sent from my iPad



Legislation Text

File #: 26-0020, **Version:** 1

ITEM TITLE:

Approval of 5 Year Communications Agreement with Vertical Bridge S3 Assets, LLC(GCI)

SUBMITTED BY: Andrew Doherty, Port Operations MGR

FISCAL NOTES:

Expenditure Required: NA

Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

Approve 5 Year Communications Agreement with Vertical Bridge S3 Assets, LLC (GCI).

SUMMARY STATEMENT:

Based on Resolution 20-63, establishing the rates for the communications site at the Valdez Container Terminal, the Port of Valdez has received notice from Vertical Bridge S3 Assets (GCI) confirming the provider's intent to exercise their first option to extend their respective Cell Use Agreements for an additional five-year term, extending the agreements from January 1, 2026 through December 31, 2030.

Additionally, the City of Valdez Legal Team has reviewed the drafted agreement, and they have been approved as to form.

**PORT OF VALDEZ
COMMUNICATIONS SITE AGREEMENT
AMENDMENT NO. 1**

This Communication Site Use Agreement Amendment No. 1 is hereby entered into on this ____ day of _____, 2026, between the **CITY OF VALDEZ, ALASKA** (“City”), a municipal corporation, whose address is P.O. Box 307, Valdez, Alaska 99686, and **VERTICAL BRIDGE S3 ASSETS, LLC**, whose address is 22 W Atlantic Ave, Suite 310, Delray Beach, Florida 33444 (“User”), with regard to that certain Use Agreement described below.

WHEREAS, the City and User entered in to a Communication Site Agreement effective October 1, 2020 (“Use Agreement”) for the use of the Valdez Grain Terminal Facilities for a communication equipment site; and,

WHEREAS, the Use Agreement provides for options to extend the term of the Use Agreement for two (2) successive periods of five (5) years each; and,

WHEREAS, User wishes to exercise the first option to extend the term of the Use Agreement for a period of five (5) years; and,

THEREFORE, the parties wish to modify the Use Agreement as follows:

1. Paragraph 2. Fees, is hereby amended as follows:

User shall pay to the City, in exchange for the right and privilege to use the Premises as is permitted under this Agreement, and for the Term thereof, the sum of TWENTY-THREE THOUSAND ONE HUNDRED EIGHTY-FIVEDOLLARS and NO CENTS (\$23,185.00) per year (“Fee”). The Fee shall increase annually by THREE (3) PERCENT rounded to the nearest dollar unless otherwise adjusted by resolution of the Valdez City Council. Annual Fees for the term of this Agreement shall be:

2026 – \$23,185
2027 – \$23,881
2028 – \$24,597
2029 – \$25,335
2030 – \$26,095

2. Paragraph 3. Term, is hereby extended as follows:

The term of the Use Agreement shall be extended for a period of five (5) years, commencing on **January 1, 2026 and terminating on December 31, 2030** unless the Use Agreement is terminated at some earlier date as provided therein.

All other provisions of the Use Agreement will remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Use Agreement Amendment No. 1 as of the day and year first above written.

[SIGNATURES TO FOLLOW]

**VERTICAL BRIDGE S3 ASSETS,
LLC, AUTHORIZED:**

By: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Dennis Flemming, Mayor

Date: _____

ATTEST:

Sheri Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

Jeremy Talbott, Ports and Harbor Director

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jake W. Staser

Date: _____

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 20-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ESTABLISHING A LEASE RATE FOR COMMUNICATIONS SITE USE AT THE VALDEZ CONTAINER TERMINAL

WHEREAS, the rate for communication site use previously established in Resolution #15-34 shall hereby be rescinded and replaced by Resolution No. 20-63; and

WHEREAS, the City Council has determined that adjustments in rates and fees are necessary in order to provide for adequate funding for Port operations.

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

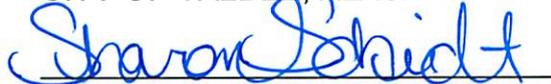
Section 1. Resolution #15-34 remains in effect for all Port Fees except Communications Site Use.

Section 2. The following rate for Communications Site Agreements and charges provided by the City of Valdez are hereby established:

- | | |
|---|--|
| 1. Communications Site Agreement | \$20,000.00 annually
+ 3% annual increase |
| 2. Communications Site Agreement
Electric | Per kWh cost
+ \$0.025 per kWh per month |
| 3. Communications Site Agreement
Application for Amendment | \$1,500.00 per application |

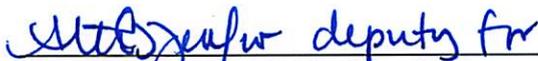
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 17th day of November, 2020.

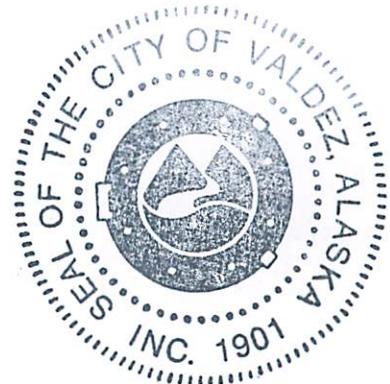
CITY OF VALDEZ, ALASKA



Sharon Scheidt, Mayor Pro-Tem

ATTEST:


Sheri L. Pierce, MMC, City Clerk



CITY OF VALDEZ, ALASKA

RESOLUTION #15-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, NAMING THE RATES AND FEES FOR PORT PERMITS, AGREEMENTS, AND CHARGES AND REPEALING RESOLUTION 12-22 FORMERLY NAMING SUCH RATES AND FEES

WHEREAS, the City of Valdez has established section 11.05 of the Valdez Municipal Code governing the use of the City's Port Facilities; and

WHEREAS, the City issues a variety of permits and agreements for use of the Port Facilities; and

WHEREAS, Resolution No. 99-19 established the fee for Port Vendors and Resolution No. 02-73 Set a Rate for Communication Site Use Agreements; and

WHEREAS Resolution No. 03-09 established a Waterfront Commercial Work Permit; and Waterfront Commercial Work Permit Policies and Procedures; and

WHEREAS Resolution No. 03-12 established a Waterfront Commercial Work Permit fee and named all Port Facility fees and repealed all previous resolutions establishing various fees; and

WHEREAS Resolution No. 09-15 repealed Resolution No. 03-09 establishing a Waterfront Commercial Work Permit and Waterfront Commercial Work Permit Policies and Procedures; and

WHEREAS Resolution No. 10-19 established fees for the use of the John Thomas Kelsey Municipal Dock uplands and named all Port Facility fees and repealed all previous resolutions establishing various fees; and

WHEREAS, cruise ships no longer call at the Valdez Container Terminal and Port Vendors no longer require access to the facility; and

WHEREAS, Resolution No. 12-22 eliminated the Port Vendor Permit fee; and

WHEREAS, the City Council has determined that adjustments in rates and fees are necessary in order to provide for adequate funding for Port operations.

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

Section 1. Resolution No.12-22 is hereby repealed.

Section 2. The following rates for Port Permits, Agreements, and charges provided by the City of Valdez are hereby established:

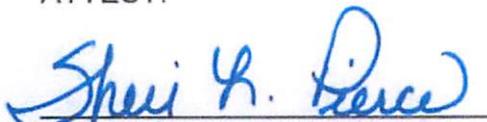
- | | |
|--|--|
| 1. Stevedoring Services Permit | \$5,000.00 6,922.00 annually |
| 2. Special Use Permit | Approved by Council on an individual basis |
| 3. Building Lease Agreement | 10% of Fair Market Value |
| 4. Communications Site Agreement | \$750 800.00 per month |
| 5. Special Use Agreement | Approved by Council on an individual basis |
| 6. John Thomas Kelsey Municipal Dock Uplands Fees: | |
| A. Rental for Plaza or Parking Lot | \$50 per 6 hour period
\$150 per 24 hour period |
| B. Rental for Plaza or Parking Lot Commercial Rate | \$20 per hour
\$300 per 24 hour period |
| C. Damage/Cleaning Deposit | \$75 |
| D. Electricity Charge | \$20 per 24 hour period |
| E. Use of Propane Heaters | \$22 per Heater |

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 3rd day of August, 2015.

CITY OF VALDEZ, ALASKA


Larry Weaver, Mayor

ATTEST:


Sheri L. Pierce, MMC, City Clerk



Appraisal Company of Alaska

3940 ARCTIC BOULEVARD, SUITE 103
ANCHORAGE, ALASKA 99503
office@appraisalalaska.com

July 7, 2015

Diane Kinney, Port Director
City of Valdez
P.O. Box 307
Valdez, Alaska 99686

Re: Valdez Container Terminal Cell Site

Dear Ms. Kinney:

I have researched the market for information and lease data regarding for the container terminal cellular site. The range of value for cell site depends on a number of factors. These included but are not limited to the following:

- 1) area of the site
- 2) size of any structures
- 3) drop radius of the tower
- 4) location (coverage area)
- 5) who pays for electricity

In general site leases are based on the above criteria and ranged from \$633.00 per month to \$1650.00 per month.

Rates appear to be in relation to size of the market area.

Also the larger the site, and the extent of utilities provided, the higher the lease rate.

In Alaska, the following communities have negotiated cellular sites:

Seward	8% of the fair market value of the land.
Kenai Peninsula Borough	\$7,600/year (\$633 per month) with 3% increase per year.
Anchorage	\$1650/month for a larger site with 5 year escalation.
Kivalina	\$700/month for a 3925 SF site.

Other Alaska cell sites for smaller installations ranged from \$220/month to \$500/month in the Kenai Peninsula Borough, plus a 3% increase per year. Other Anchorage sites were as high as \$800 to \$1200 a month plus a 3% increase per year.

Considering the location within Valdez in comparison to other Alaskan communities, I would recommend the amended lease rate at \$800.00 per month.

Sincerely,

APPRAISAL COMPANY OF ALASKA



Michael C. Renfro
Contract Assessor
City of Valdez



Appraisal Company of Alaska

MEMORANDUM

To: Mr. Jeremy Talbott and Ms. Jenessa Ables

Cc: Mr. Jake W. Staser, Esq.

From: Mr. Todd Ruggiero, Cell Site Support Services, LLC

Date: July 20, 2020

Subject: Analysis of City of Valdez Use Agreements

This memorandum is intended to provide specific analysis of the City of Valdez's current Use Agreements with multiple wireless carriers (and a tower company) located at the Valdez Grain Terminal. The analysis is informed by the review of hundreds of site agreements between cell carriers, tower companies and municipalities, counties and other governmental entities over the past twenty years. Our review and analysis is limited to the documents that were provided to us. Any additional documentation that becomes available may be provided to us and we will review to determine its affect, if any, on our analysis.

Since 9/11, site agreements with governmental entities for cell sites changed dramatically in favor of governmental entities due to a renewed focus on public safety and the provision of services to the public being of paramount importance. Initially, carriers and tower companies struggled with accepting relatively unilateral terms and conditions in favor of the cities, counties and other governmental entities, but over the years, it has become much more common for carriers and tower companies to accept site agreements with unilateral terms protecting the government entity. The recommendations in regards to the City's existing Use Agreements are made in line with the above background and in line with common practice today in with respect to site agreements in the governmental and quasi-governmental sector.

This memorandum does not consider federal regulations that pertain specifically to collocations which affect a municipality's discretion over whether to approve a zoning permit for a proposed site where there is already an existing lessee/licensee/permittee/user. Other recent regulations promulgated by the FCC affect small cell deployments and installations in public right of ways. The analysis of the Use Agreements herein does not include zoning approvals and permits, nor sites located in public right of ways. This analysis focuses on the existing leases for the macro cell sites located in, around and on the Grain Terminal and makes recommendations for improving the City's current Use Agreements as outlined below.

Existing Use Agreements

I. **AT&T** (originally McCaw) Use Agreement, dated May 8, 1995, as amended four times

1) **Equipment (Section 5):**

a) Terminal: MW dishes, antennas, wave guides, coax cables and related electrical equipment;

b) Ground: 288 sf of ground space for 1 building no taller than 15' plus sufficient area for a snow roof;

c) **Recommendation:** Add exhibit(s) to Use Agreement depicting location of equipment on Terminal and location of all ground equipment, including utilities and access.

2) **Current Annual Use Fee (Amendment No. 4):** \$9,600.00

a) **Recommend Annual Use Fee:** \$20,000.00+ (depending on equipment on Terminal)

3) **Annual Escalation:** None in Amendment No. 4

a) **Recommend Annual Use Fee Escalation:** 3%

4) **Term (Sections 3-4):** There is one 5-year extension remaining under the original Use Agreement. The City has the right to increase the Use Fee to fair market value of the use. **Recommend** increasing the monthly Use Fee to \$20,000.00+. Although this might seem like a steep increase from the current Use Fee, that is really because the current Use Fee is way below market rents.

a) With respect to commencement dates, Jenessa raised a good point regarding the administration of the City's Use Agreements. Many municipalities have elected to have all of their agreements be tied to the calendar year or their fiscal year for ease of administration. This makes it easier to track payments and escalations, expirations, etc. The carriers are familiar with this request and will likely not have an objection.

5) **Consent Required (Section 6): Recommendation:** Included with the City's right to consent to alterations, additions or improvements, AT&T must be obligated to provide the City with a set of construction drawings detailing the proposed changes for City's review, comment, changes and approval.

6) **Insurance (Section 10): Recommend** that this section be expanded upon, both from a coverage and limits standpoint. City must be named as an additional insured on all policies. We recommend \$3MM CGL with an umbrella of \$5MM, plus workers' comp, employer's liability, business auto liability. If City owns the Terminal, then we recommend that only certified climbers climb the Terminal and that they carry the requisite Tower Climbing Insurance. Tower climbing has been ranked as the most dangerous job in American for many years.

7) **Termination (Section 11): Recommendation:** Expand City's termination rights to include the right to terminate, upon 180 days prior written notice, if the City Council determines that AT&T's Use is inconsistent with the City's desired use of the Terminal and/or Real Property.

8) **Electrical Installation/Usage (Section 16):** AT&T agrees to pay for its electrical usage, but has the right to use the existing port master meter and then have the City bill AT&T for reimbursement. **Question:** Is AT&T paying for its own utilities directly? Or is AT&T submetering off of the master meter and then reimbursing the City for its usage?

9) **Environmental (Section 17):** City has some indemnity obligations under the Use Agreement to AT&T. Many municipalities have refused to include any indemnification in their agreements with third parties for a number of reasons, including public entity liability, advice of counsel and the fact that, for \$9,600.00 per year, or even \$24,000.00 per year, it is not worth indemnifying one of the largest for profit corporations in the U.S. **Recommendation:** Require AT&T to accept the Terminal and real property in its AS IS, WHERE IS condition, with all faults, and no express or implied warranties, or representations that the leased premises is fit for any particular purpose.

10) **Removal. Recommendation:** Add removal provision to site agreement specifically requiring AT&T, at its sole cost and expense, to remove all of its equipment from the Terminal and Real Property and to restore both to their original condition, reasonable wear and tear excepted. This may require a change to **Section 18, Waiver of City's Lien**, as if AT&T leaves equipment at the site after termination, the City needs the right to remove and dispose of it at AT&T's cost. The waiver of lien could present a challenge to removing and disposing of the abandoned equipment. If on the property more than 30 days after the expiration or terminate of the Use Agreement, the property should be deemed abandoned and the City should have the right to do what it needs to do to reclaim the premises, all at AT&T's cost and expense.

11) **Miscellaneous:**

a) **Third Recital of Original Use Agreement:** Alaska Grain Company, Inc. owns the Valdez Grain Terminal and operates it on the property pursuant to a license agreement between the City and AGC dated 12/28/82, modified on 5/31/89. **Recommendation:** If this is not correct, have parties acknowledge such in the next amendment or new use agreement.

b) Add Section 10 from Vertical Bridge Use Agreement to Agreement with AT&T in next amendment, i.e., **"Transportation Worker Identification Credential (TWIC)"**.

c) Include an **"Access"** provision with access protocols for routine maintenance, construction work, and emergency access. Limit hours of access except in the event of an emergency and provide a call-in number for emergency access if desired.

d) Add a **"Notice"** provision to the agreement in the next amendment to detail current addresses and methods of delivery of legal notices, etc.

II. Port of Valdez Communications Site Agreement dated October 1, 2015 with **Vertical Bridge Tower II, LLC (VB II)**, via transfer The Alaska Wireless Network, LLC (**AWN Wireless**), successor in interest to GCI Communication Corp. (GCI). The transfer from AWN to VB II was approved by the City on August 3, 2016.

Vertical Bridge is a tower company that is not a wireless operator, but rather acquires cell towers, rooftop sites and other facilities to sublease to carriers. AWN Tower Company, LLC (**AWN Tower**) is a subsidiary of Vertical Bridge. AWN Wireless subleases space from AWN Tower (VB II). City consented to the sublease in the letter dated May 2, 2016 signed by the Mayor on August 3, 2016. Thus, AWN Tower pays the City a Use Fee (way below market) and AWN Wireless pays AWN Tower a sublease or license fee. As a result, it is likely that VB II is making a substantial profit off of this site.

1) **Equipment (Section 5) and Exhibit A:**

a) Terminal: **Recommendation:** Review equipment and locations shown in drawings for accuracy and obtain list of equipment on Terminal;

b) Ground: One (1) building not to exceed 288 sf in area and 15' in height, plus sufficient area for a snow roof on building. **Recommendation:** Review drawings attached as Exhibit A with current survey of equipment;

c) Exhibit A – Drawings are very old. **Recommendation:** Have lessee provide updated drawings depicting location of equipment and utilities.

2) **Annual Use Fee (Amendment No. 1):** \$9,600.00 through 9/30/2020

a) **Recommend Annual Use Fee: \$20,000.00+** (depending on equipment on Terminal)

3) **Annual Escalation:** None.

a) **Recommend Annual Use Fee Escalation: 3%**

4) **Term (Sections 3-4):** The current term expires on 9/30/2020 and there are 3x5 extensions if the Lessee is not in default. The City has the right to increase the Use Fee to fair market value of the use. **Recommend** increasing the monthly Use Fee to \$20,000.00+.

a) Align commencement dates between Use Agreements per Jenessa's inquiry about doing so previously.

5) **Consent Required (Section 6): Recommendation:** Require Lessee to pay for third party structural analysis when Lessee desires to make equipment modifications on the Terminal.

6) **Insurance (Section 13): Recommend** that specific types of coverage and limits be incorporated into this provision. We recommend \$3MM CGL with an umbrella of \$5MM, plus workers' comp, employer's liability, business auto liability. If City owns the Terminal, then we recommend that only certified climbers climb the Terminal and that they carry the requisite Tower Climbing Insurance.

7) **Electrical Installation/Usage (Section 19):** Lessee agrees to pay for its electrical usage, but has the right to use the existing port master meter and then have the City bill Lessee for reimbursement. **Question:** Is Lessee paying for its own utilities directly? Or is Lessee submetering off of the master meter and then reimbursing the City for its usage?

8) **Environmental (Section 20):** City makes some representations and warranties under the Use Agreement. Due to the high profitability of this site for VB II, the fact that there are sometimes, or have been, ordnance in and around the Port, and the fact that the Use Fee revenue is relatively low in relation to the potential liability, I recommend removing any such representation or warranties by the City. **Recommendation:** As with AT&T, require Lessee to accept the Terminal and real property in its AS IS, WHERE IS condition, with all faults, and no express or implied warranties, or representations that the leased premises is fit for any particular purpose.

10) **Removal. Recommendation:** Add removal provision to site agreement specifically requiring Lessee, at its sole cost and expense, to remove all of its equipment from the Terminal and Real Property and to restore both to their original condition, reasonable wear and tear excepted. This may require a chance to **Section 21, Waiver of City's Lien**, as if Lessee leaves equipment at the site after termination, the City needs the right to remove and dispose of it at Lessee's cost. The waiver of lien could present a challenge to removing and disposing of the abandoned equipment. If on the property more than 30 days after the expiration or terminate of the Use Agreement, the property should be deemed abandoned and the City should have the right to do what it needs to do to reclaim the premises, all at Lessee's cost and expense.

11) **Miscellaneous:**

a) Include an "Access" provision with access protocols for routine maintenance, construction work, and emergency access. Limit hours of access except in the event of an emergency and provide a call-in number for emergency access if desired.

III. Port of Valdez Communications Site Agreement dated October 1, 2015 with **Copper Valley Telephone Cooperative**.

1) Equipment (Section 5) and Exhibit A:

a) Terminal: No number of MW dishes, antennas, coax, wave guides or electrical equipment is provided. Combined with the very basic Exhibit A, it is difficult to know what equipment Lessee is permitted to maintain. **Recommendation:** Review equipment and locations at site and require Lessee to provide survey of all of its equipment at the site;

b) Ground: One (1) building not to exceed 288 sf in area and 15' in height, plus sufficient area for a snow roof on building; one (1) 12KW diesel standby generator with integrated 100-gallon fuel tank mounted in a weather enclosure. **Recommendation:** Review location of generator in Exhibit A for accuracy and obtain current survey of building location from Lessee;

i) Valdez PD allowed to maintain 2 antennas on the Terminal utilizing Lessee's building for a small 3'x5' receiving box) – **Question:** Does the PD maintain this equipment currently?

c) Exhibit A – Single page drawing is very rudimentary and not reflective of any equipment, other than the generator location. **Recommendation:** Have Lessee provide updated drawings depicting location of equipment and utilities.

2) Annual Use Fee (Amendment No. 1): \$9,600.00 through 9/30/2020

a) **Recommend Annual Use Fee: \$20,000.00+** (depending on equipment on Terminal)

3) Annual Escalation: None.

a) **Recommend Annual Use Fee Escalation: 3%**

4) Term (Sections 3-4): The current term expires on 9/30/2020 and there are 3x5 extensions if the Lessee is not in default. The City has the right to increase the Use Fee to fair market value of the use. **Recommend** increasing the monthly Use Fee to \$20,000.00+.

a) Align commencement dates between Use Agreements per Jenessa's inquiry about doing so previously.

5) Consent Required (Section 6): **Recommendation: Require Lessee to pay for third party structural analysis when Lessee desires to make equipment modifications on the Terminal. Require Lessee to coordinate non-routine work at site with the City.**

6) Insurance (Section 13): **Recommend that specific types of coverage and limits be incorporated into this provision. Minimum recommend coverage and limits: (i) \$3MM CGL, (ii) with an umbrella of \$5MM, (iii) workers' comp in compliance with state statutory requirements, (iv) employer's liability, and**

(v) business auto liability of \$2MM. If City owns the Terminal, then we recommend that only certified climbers climb the Terminal and that they carry the requisite Tower Climbing Insurance.

7) **Electrical Installation/Usage (Section 19)**: Lessee agrees to pay for its electrical usage, but has the right to use the existing port master meter and then have the City bill Lessee for reimbursement. **Question**: Is Lessee paying for its own utilities directly? Or is Lessee submetering off of the master meter and then reimbursing the City for its usage?

8) **Environmental (Section 20)**: City makes some representations and warranties under the Use Agreement, e.g. that the entire property is free of hazardous substances. Due to the fact that CVT uses the site for a profitable enterprise (using a public asset), the fact that there are sometimes, or have been, ordinance in and around the Port, and the fact that the Use Fee is relatively low in relation to the potential liability, I recommend removing any such representation or warranties by the City. **Recommendation**: As with the other users, require Lessee to accept the Terminal and real property in its AS IS, WHERE IS condition, with all faults, and no express or implied warranties, or representations that the leased premises is fit for any particular purpose.

9) **Removal. Recommendation**: Add removal provision to site agreement specifically requiring Lessee, at its sole cost and expense, to remove all of its equipment from the Terminal and Real Property and to restore both to their original condition, reasonable wear and tear excepted. This may require a change to **Section 21, Waiver of City's Lien**, as if Lessee leaves equipment at the site after termination, the City needs the right to remove and dispose of it at Lessee's cost. If on the property more than 30 days after the expiration or terminate of the Use Agreement, the property should be deemed abandoned and the City should have the right to do what it needs to do to reclaim the premises, all at Lessee's cost and expense.

10) **Miscellaneous**:

a) Include an "Access" provision with access protocols for routine maintenance, construction work, and emergency access. Limit hours of access except in the event of an emergency and provide a call-in number for emergency access if desired.

IV. Summary: Overall, the City has done a good job of updating its Use Agreement over the years. There are some terms that the City may want to address as outlined above and of course, there is a lot of room to increase the annual use fees.

The City may choose to continue using the "Use Agreement" format, or consider a "License", "Permit" or "Revocable Use Permit" format, utilized by other governmental entities. In any event, changing the term of the User/Carrier from "Lessee" to "Permittee" or "Licensee" is recommended so as to avoid any confusion that the agreement is in any way intended to be a lease. Using the License or Permit format allows for incumbent revocation/termination rights of both as a matter of law.

From: [Todd Ruggiero](#)
To: [Jenessa Ables](#)
Cc: [Jake Staser](#); [Jeremy Talbott](#)
Subject: [External Attachment *Caution*]-Re: Original Contract Scope - "Industry Standard" Rate Inquiry
Date: Tuesday, October 13, 2020 9:33:21 AM

Hi Jenessa,

For 20 years, I worked for 2 of the major carriers, which involved negotiating hundreds of agreements with cities, counties and states. For the past 8 years, I've worked with approximately 70 government entities in assisting them with their wireless telecom site leasing and zoning issues. While some of the information related to the wireless site leases and rental rates is publicly available via the internet, most of it requires a public records request. Unfortunately, I cannot directly share the information for my clients without obtaining their consent.

That said, the rental/use rate that I recommended to the City is conservative and is based on rent data that I have accumulated throughout my career. My experience includes working on piecemeal pricing of equipment for carriers with respect to collocations on existing towers and working on master license agreements between the carriers and the tower companies which also involves a pricing schedule.

A rate of \$5,000.00 - \$10,000.00 per year for a cell site on municipal property would be the very low end of the range, in fact, I cannot recall working on a lease with a municipality for a starting rent of \$10,000.00 in the past 10 years. The average rent for municipal leases on which I work is \$2,250.00. Note, that rate is for a macro-cell site, not a small cell site.

With respect to the sites on the City's silos, they could even garner a premium because the carriers get the advantage of using the existing silos instead of having to build a tall communications tower. I know the information in this email may not be the backup or support for which the City is looking, but it's the best that I can offer without culling through publicly available data for rental rates charged by other municipalities or obtaining waivers from municipal clients to share their rental rate data.

Please let me know if you would like to discuss.

Thank you,

Todd

Todd D. Ruggiero
[415.235.8494](tel:415.235.8494) (direct)
[866.853.3772](tel:866.853.3772) (fax)
todd@cellsitesupport.com

This electronic message is confidential and is intended only for the use of the individual to whom it is addressed. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, you are hereby notified that any use, dissemination, distribution or reproduction of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender and delete the message from your system.

**PORT OF VALDEZ
COMMUNICATIONS SITE AGREEMENT**

This COMMUNICATIONS SITE AGREEMENT (Agreement) is hereby entered into on this ___ day of _____ by and between the **CITY OF VALDEZ, ALASKA** (City), an Alaska municipal corporation, whose address is P.O. Box 307, Valdez, Alaska 99686 and _____ (User), a _____ corporation whose address is _____.

WITNESSETH:

WHEREAS, the City is owner of that certain parcel of real property that is located in the Valdez Recording District, Third Judicial District, State of Alaska, described as follows:

Island F, a portion of ADL Nos. 201084 & 212412, also known as "Ammunition Island," referenced in Alaska Tidelands Survey 564, located in Township 8 South, Range 6 West, Copper River Meridian, Valdez Recording District, Third Judicial District, State of Alaska; and

Located upon that real property is the Valdez Container Terminal ("Terminal") including a certain grain handling facility with grain silos and an access tower upon which communications equipment may be placed ("Premises"); and

WHEREAS, User is engaged in the business of providing communication services in and around Valdez, Alaska, and desires to place certain equipment that is associated with the provision of communication services on and upon certain Terminal towers and structures and, further, desires to make and place certain improvements to and upon the Real Property whose function is to be associated with the operation of such equipment; and

WHEREAS, the City seeks to facilitate the provision of improved and innovative communications within Valdez and specifically find that this Agreement conforms therewith.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the City and User as follows:

1. Use of Premises. The City grants user the right and privilege to use of the Premises as further defined in **Exhibit A** attached hereto.

User agrees to accept the premises AS IS, WHERE IS condition with all faults, and understands that the City makes no express or implied warranties, or representations that the Premises is fit for any particular purpose.

The City grants to User the right and privilege to come and be present upon and to make use of the Premises for the following purpose only:

To place, install, maintain and operate equipment associated with the provision of communications services within the City of Valdez and the surrounding vicinity. The equipment that User is permitted to place, install, operate, and maintain upon the Premises under this Agreement is depicted in **Exhibit B** attached hereto (“Equipment”) as is the permitted location and configuration of the Equipment.

User shall not commit or allow to be committed waste upon or to the Premises or Terminal or any public or private nuisance or other act or thing (including but not limited to noise or vibration) which disturbs City, any neighboring property owner or tenant.

Prior to the execution of this Agreement, User shall provide the City with a detailed description of the Equipment and drawings indicating the location and configuration of the Equipment on the Terminal and all ground Equipment including utilities and access.

2. Fees. User shall pay to the City, in exchange for the right and privilege to use the Premises as is permitted under this Agreement, and for the Term thereof, the sum of TWENTY THOUSAND DOLLARS and NO CENTS (\$20,000.00) per year. The fee shall increase annually by THREE (3) PERCENT rounded to the nearest dollar unless otherwise adjusted by resolution of the Valdez City Council. Annual fees for the term of this Agreement shall be:

- 2020 – \$5,041 (Pro-rated)
- 2021 – \$20,000
- 2022 – \$20,600
- 2023 – \$21,218
- 2024 – \$21,855
- 2025 – \$22,510

Fees for any period during the term hereof which is less than one year shall be prorated based on a three hundred sixty-five (365) day year.

These fees shall be paid in advance in one annual payment on or before January 31, of each year. Fees shall be paid directly to the Port of Valdez, P.O. Box 787, Valdez, Alaska 99686.

3. Term. This Agreement shall be for a term of FIVE (5) years, commencing on October 1, 2020 and terminating on December 31, 2025, unless this Agreement is terminated at some earlier date under the terms and conditions set out hereinafter.

4. Extended Term. User shall have the right to extend the Term of this Agreement for a period of FIVE (5) years if and insofar as User gives written notice to the City of an intention to exercise this option no later than THIRTY (30) days prior to the expiration of the Term and that, at such time, User 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 hereof. Two additional FIVE (5) year extensions may be granted by the City if User is in compliance with this Agreement

and the City deems this to be in the best interest of the City. At each extension, the City may increase the use rate based upon the fair market rental value of the use by User.

5. Consent Required for Modifications. User shall not place or install any equipment, or make any alteration, addition, or improvement to any existing equipment previously placed or installed, or place or put any improvements on or to the Premises or Terminal, or commence any such undertaking without the prior written consent of the City after submitting a Modification Application Form attached as **Exhibit C** and a \$1,500 modification application fee.

As a condition precedent to such consent, User shall deliver to the City written plans, drawings, and specifications for all such work and provide a third-party structural analysis of such modifications and/or improvements. The plans shall show the layout of all proposed buildings, modifications to existing buildings or structures, and all other modifications, dimensions and locations of utilities if modified, specific use of said improvements, and a schedule of the completion dates for such modifications and other improvements. It is not the intent of this paragraph to restrict or prevent any required maintenance.

6. Interference with Terminal or City Operations. User shall not place, install, maintain, or operate any equipment on or come upon, occupy or use the Terminal or Premises so as to hamper the operation or use of the Terminal, cement powder storage and distribution facility, or any other facility or that interferes with or impairs any of the rights or benefits of the City. The use of the Terminal and Premises for purposes deemed of higher public benefit by the City takes precedent over any use by User. User shall interfere with the Valdez Police Department or Valdez Fire Departments use of the premises for communication purposes including the maintenance of two antennas located on the Terminal towers and a receiver box.

7. Multi-Use Facility. User recognizes that the Valdez Container Terminal (VCT) is a multi-use facility. There will be occasions when User's personnel may be restricted from access to the Terminal due to Coast Guard, Department of the Army, Department of Defense, or any other applicable regulations. In addition, the City may restrict access to the Terminal as required for Port operations or otherwise. Any business interruptions associated with the City restricting access or otherwise closing the Terminal shall create no financial obligation upon the City for any cost of such interruption to User operations.

9. Compliance with Government Regulations. User 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 communications business generally or cellular communications specifically; User 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 a lack of compliance with any aforesaid laws and/or regulations arising out of or with respect to User's operations of the equipment associated with this Agreement.

10. Access. User understands that the Terminal is located on a regulated facility as defined by the U.S. Coast Guard, Department of Homeland Security and agrees to comply with

any and all regulations in 33 CFR, Chapter 1, Subchapter H, Part 105 – Maritime Security: Facilities.

User agrees to provide the Port office with a list of all employees or contractors needing access to the Terminal. All employees and contractors shall have a valid Transportation Worker Identification Credential (“TWIC”) or be escorted by a valid TWIC holder that has been approved for access to the Terminal and contact the Port Office to register TWIC for facility access in advance of arrival on site. Employees and contractors requiring access to the Terminal must pay the gate registration fee under the Port of Valdez Terminal Tariff (“Tariff”) in effect at the time of registration and will incur additional administration/maintenance charges under the Tariff when City assistance or escort is required to access the terminal.

Only certified climbers covered by the requisite tower climbing insurance may climb the tower located at the Terminal.

11. Nuisance. User shall immediately remove from the Terminal and Premises any of the following which are determined to be abandoned: buildings, improvements, vehicles, equipment, machinery or fixtures. User shall not allow a public nuisance to exist or to be created or maintained on the Premises or Terminal. If the City Manager or Port Director determines that User has failed to perform as required by this subsection, the City Manager or Port Director may direct User to secure a labor force to so perform at the sole expense of User and User shall do so immediately. If User fails to commence such performance within twenty-four hours after notice from the City Manager or Port Director, the City Manager or Port Director may arrange for such performance at the sole expense of User and User shall pay those expenses.

12. Indemnification. To the maximum extent permitted by law, User (Indemnitor) agrees to defend, indemnify, and hold harmless, the City, the City’s employees, and any/all other entities for which the City is, or may become, legally responsible (Indemnitees), against and from any and all claims in any way associated with anyone’s conduct under, induced by, and/or enabled by, this Agreement, alleged to have arisen in whole or in part as a result of any conduct on the part of the Indemnitor and/or one or more of the Indemnitees.

13. Insurance Requirements. All insurance policies required to be maintained by User under this paragraph shall name the City, and its officers, employees and agents, as additional insureds. All policies issued under paragraph shall contain an agreement by the insurers that such policies shall not be cancelled without at least twenty (20) days prior written notice to the City, and certificates or copies of all such insurance policies shall be furnished to the City promptly upon request therefor. All policies shall contain a waiver of any subrogation rights any insurer might have against the City. User shall maintain, at its own expense, insurance as follows:

General Commercial Liability: User shall Maintain a General Commercial Liability insurance policy covering the User and the City for any and all claims for personal injury, bodily injury (including death) and property damage (including environmental degradation or contamination) arising from any activity occurring as a result of this Agreement.

A. Minimum limits:

1. \$1,000,000 Each occurrence
2. \$100,000 Damage to rented premises
3. \$1,000,000 Personal injury
4. \$3,000,000 General aggregate
5. \$3,000,000 Products and completed operations aggregate

B. Coverages:

1. The policy shall contain additional insured endorsement CG 20 10 04 13 and CG 20 37 04 13 or equivalent as approved by Contractor.

Auto Liability: User shall maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

A. Minimum Limits:

1. \$1,000,000 Combined single limit for each accident.

B. Coverages:

1. Additional insured endorsement
2. Waiver of subrogation
3. Contractual liability

Workers' Compensation: User shall maintain Workers' Compensation and Employer's Liability Insurance.

A. Minimum Limits:

1. Workers' compensation – statutory limit
2. Employer's liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 bodily injury by disease for each employee
 - \$1,000,000 bodily injury disease aggregate

B. Coverages:

1. The policy shall provide for a waiver of subrogation in favor of the parties required to be named additional insured under the User's General Liability policy.

Umbrella Liability: User shall maintain shall Maintain an Umbrella Liability insurance policy covering the User and the City.

A. Minimum Limits:

1. \$5,000,000 per occurrence.

14. **Termination.** This Agreement may be terminated by the City should User's use interfere with the City's use of the Premises or Terminal for purposes deemed by the City as in the Communications Site Agreement

best interest of the public, by providing User with one hundred eighty (180) days prior written notice of termination. This Agreement may be terminated by the City upon User's failure to perform or comply with any of the conditions or obligations contained in this Agreement, or the filing of a petition in bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee, by or against User; in such event, the City shall give User ten (10) days prior written notice of the termination and User shall have thirty (30) days to remove any of its equipment from the Terminal and Premises. This Agreement may be terminated by User upon thirty (30) days prior written notice of the termination and User shall then have thirty (30) days from the date of such notice to remove all of its equipment from the Terminal and Premises. The City reserves the right to terminate this agreement if it is in the best interest of the public to do so.

15. Radio Interference. At the City's request, User shall discontinue the use of the Terminal as a transmitting/receiver site should User's use interfere with any FCC licensed transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

16. Assignability/ Use by Other Parties. User 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. User may not allow other parties to utilize User's equipment installed on the Premises without the prior written consent from the City. User shall immediately disclose any use of the Premises or User's equipment installed thereon by any party other than User. Failure to make such a disclosure will result in the imposition of a penalty in the amount of \$20,000 per year that User failed to make such a disclosure. Execution of this Agreement by User shall serve as a certification by User that no other parties are utilizing User's equipment installed on the Premises as of the date of execution.

17. Non-exclusive Use. The use of the Terminal and Premises by User will not be an exclusive use and therefore others who request to use it for similar purposes may also be allowed to do so by the City.

18. Snow and Bird Waste Removal. User will be responsible for all snow and bird waste removal necessary for its use under this Agreement.

19. Utility Installation/Usage. User will be responsible for the cost of installation of and the utilization of electricity needed for its use. User may utilize, if feasible, the existing port master meter to access power to the site of User's facilities. The City will bill User for reimbursement for the cost of power plus \$0.025 per Kwh and the cost of other utilities used by User under this Agreement. User is responsible for obtaining and maintaining a separate electricity meter for its use under this Agreement.

20. Removal of Equipment. Upon the expiration or termination of this Agreement, User, at its sole cost and expense, will be responsible for the removing all equipment installed on the Terminal and/or Premises and restoring the Terminal and/or Premises to its condition prior to installation of the equipment except for normal wear and tear. Failure to remove the Equipment and restore the Premises as required in this paragraph within SIXTY (60) days of the expiration or termination of this Agreement will result in the Equipment being deemed abandoned

21. Environmental Laws.

- (a.) User represents, warrants, and agrees that it will conduct its activities on the Premises in compliance with all applicable Environmental Laws, and will keep the Premises free of Hazardous Substances, except for fuel for emergency generators. The City represents, warrants, and agrees that it has in the past and will in the future conduct its activities on the Premises in compliance with all applicable Environmental Laws and that the Premises is free of Hazardous Substances as of the date of this Agreement.
- (b.) The City shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, caused by the City, that have occurred or which may occur on the Premises. User shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, caused by the User, that have occurred or which may occur on the Premises.
- (c.) User 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 User's activities on the Property.
- (d.) 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 governmental authority.

22. Notices. All notices hereunder must be in writing and shall be deemed validly given if hand delivered or sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service, addressed to the City or User at the addresses indicated below (or any other address that the Party to be notified may have designated to the sender by like notice). Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

USER

	Cell Site / Technician	Lease Management	Billing Division
Name:			
Address:			
Phone:			
Email:			
*			

* Check for Notification of Terminal Closures and Planned Outages

CITY

Name: Jeremy Talbott
Address: P.O Box 307
Valdez, AK 99686
Phone: (907) 835-4564
E-Mail: JTalbott@valdezak.gov

23. Governing Law/Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alaska. Any legal action brought to enforce this Agreement must be filed in the appropriate Alaska state court located in Valdez, Alaska.

24. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this lease, and no other agreement, statement or promise made by any party which is not contained in this lease shall be binding or valid.

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.

INSERT USER NAME HERE

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Mark Detter, City Manager

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

Jeremy Talbott, Ports and Harbors Director

Date: _____

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

Jake W. Staser

Date: _____

DRAFT - NOT FOR SIGNATURE

EXHIBIT A

Map/Description of Premises

DRAFT - NOT FOR SIGNATURE

EXHIBIT B

List of Specific Uses and Equipment to be Installed on Premises

DRAFT - NOT FOR SIGNATURE

EXHIBIT C

Modification Application Form

User: _____

Address: _____

Modification Requested: _____

Describe New or Modified Equipment: _____

Dates Requested for Completion of Modification: _____

Names of Certified Climber(s) Completing Modification: _____

Submitted Revised Exhibit B? YES/NO

Submitted \$1,500 Modification Application Fee? YES/NO

Signature: _____

Name: _____

Date: _____

DRAFT - NOT FOR SIGNATURE

**PORT OF VALDEZ
COMMUNICATIONS SITE AGREEMENT**

This COMMUNICATIONS SITE AGREEMENT (Agreement) is hereby entered into on this 1 day of October, 2020 by and between the **CITY OF VALDEZ, ALASKA** (City), an Alaska municipal corporation, whose address is P.O. Box 307, Valdez, Alaska 99686 and Vertical Bridge S3 Assets, LLC (User), a Delaware limited liability company corporation whose address is 750 Park of Commerce Drive, Suite 200 Boca Raton, Florida 33487, as successor in interest to GCI Communication Corp.

WITNESSETH:

WHEREAS, the City is owner of that certain parcel of real property that is located in the Valdez Recording District, Third Judicial District, State of Alaska, described as follows:

Island F, a portion of ADL Nos. 201084 & 212412, also known as "Ammunition Island," referenced in Alaska Tidelands Survey 564, located in Township 8 South, Range 6 West, Copper River Meridian, Valdez Recording District, Third Judicial District, State of Alaska; and

Located upon that real property is the Valdez Container Terminal ("Terminal") including a certain grain handling facility with grain silos and an access tower upon which communications equipment may be placed ("Premises"); and

WHEREAS, User is engaged in the business of providing communication services in and around Valdez, Alaska, and desires to place certain equipment that is associated with the provision of communication services on and upon certain Terminal towers and structures and, further, desires to make and place certain improvements to and upon the Real Property whose function is to be associated with the operation of such equipment; and

WHEREAS, the City seeks to facilitate the provision of improved and innovative communications within Valdez and specifically find that this Agreement conforms therewith.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the City and User as follows:

1. Use of Premises. The City grants user the right and privilege to use of the Premises as further defined in **Exhibit A** attached hereto.

User agrees to accept the premises AS IS, WHERE IS condition with all faults, and understands that the City makes no express or implied warranties, or representations that the Premises is fit for any particular purpose.

The City grants to User the right and privilege to come and be present upon and to make use of the Premises for the following purpose only:

Communications Site Agreement

Page 1 of 12

To place, install, maintain and operate equipment associated with the provision of communications services within the City of Valdez and the surrounding vicinity. The equipment that User is permitted to place, install, operate, and maintain upon the Premises under this Agreement is depicted in **Exhibit B** attached hereto (“Equipment”) as is the permitted location and configuration of the Equipment.

User shall not commit or allow to be committed waste upon or to the Premises or Terminal or any public or private nuisance or other act or thing (including but not limited to noise or vibration) which disturbs City, any neighboring property owner or tenant.

Prior to the execution of this Agreement, User shall provide the City with a detailed description of the Equipment and drawings indicating the location and configuration of the Equipment on the Terminal and all ground Equipment including utilities and access.

2. Fees. User shall pay to the City, in exchange for the right and privilege to use the Premises as is permitted under this Agreement, and for the Term thereof, the sum of TWENTY THOUSAND DOLLARS and NO CENTS (\$20,000.00) per year. The fee shall increase annually by THREE (3) PERCENT rounded to the nearest dollar unless otherwise adjusted by resolution of the Valdez City Council. Annual fees for the term of this Agreement shall be:

2020 – \$5,041 (Pro-rated)
2021 – \$20,000
2022 – \$20,600
2023 – \$21,218
2024 – \$21,855
2025 – \$22,510

Fees for any period during the term hereof which is less than one year shall be prorated based on a three hundred sixty-five (365) day year.

These fees shall be paid in advance in one annual payment on or before January 31, of each year. Fees shall be paid directly to the Port of Valdez, P.O. Box 787, Valdez, Alaska 99686.

3. Term. This Agreement shall be for a term of FIVE (5) years, commencing on October 1, 2020 and terminating on December 31, 2025, unless this Agreement is terminated at some earlier date under the terms and conditions set out hereinafter.

4. Extended Term. User shall have the right to extend the Term of this Agreement for a period of FIVE (5) years if and insofar as User gives written notice to the City of an intention to exercise this option no later than THIRTY (30) days prior to the expiration of the Term and that, at such time, User 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 hereof. Two additional FIVE (5) year extensions may be granted by the City if User is in compliance with this Agreement

and the City deems this to be in the best interest of the City. At each extension, the City may increase the use rate based upon the fair market rental value of the use by User.

5. Consent Required for Modifications. User shall not place or install any equipment, or make any alteration, addition, or improvement to any existing equipment previously placed or installed, or place or put any improvements on or to the Premises or Terminal, or commence any such undertaking without the prior written consent of the City after submitting a Modification Application Form attached as **Exhibit C** and a \$1,500 modification application fee.

As a condition precedent to such consent, User shall deliver to the City written plans, drawings, and specifications for all such work and provide a third-party structural analysis of such modifications and/or improvements. The plans shall show the layout of all proposed buildings, modifications to existing buildings or structures, and all other modifications, dimensions and locations of utilities if modified, specific use of said improvements, and a schedule of the completion dates for such modifications and other improvements. It is not the intent of this paragraph to restrict or prevent any required maintenance.

6. Interference with Terminal or City Operations. User shall not place, install, maintain, or operate any equipment on or come upon, occupy or use the Terminal or Premises so as to hamper the operation or use of the Terminal, cement powder storage and distribution facility, or any other facility or that interferes with or impairs any of the rights or benefits of the City. The use of the Terminal and Premises for purposes deemed of higher public benefit by the City takes precedent over any use by User. User shall not interfere with the Valdez Police Department or Valdez Fire Departments use of the premises for communication purposes including the maintenance of two antennas located on the Terminal towers and a receiver box.

7. Multi-Use Facility. User recognizes that the Valdez Container Terminal (VCT) is a multi-use facility. There will be occasions when User's personnel may be restricted from access to the Terminal due to Coast Guard, Department of the Army, Department of Defense, or any other applicable regulations. In addition, the City may restrict access to the Terminal as required for Port operations or otherwise. Any business interruptions associated with the City restricting access or otherwise closing the Terminal shall create no financial obligation upon the City for any cost of such interruption to User operations.

9. Compliance with Government Regulations. User 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 communications business generally or cellular communications specifically; User 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 a lack of compliance with any aforesaid laws and/or regulations arising out of or with respect to User's operations of the equipment associated with this Agreement.

10. Access. User understands that the Terminal is located on a regulated facility as defined by the U.S. Coast Guard, Department of Homeland Security and agrees to comply with

any and all regulations in 33 CFR, Chapter 1, Subchapter H, Part 105 – Maritime Security: Facilities.

User agrees to provide the Port office with a list of all employees or contractors needing access to the Terminal. All employees and contractors shall have a valid Transportation Worker Identification Credential (“TWIC”) or be escorted by a valid TWIC holder that has been approved for access to the Terminal and contact the Port Office to register TWIC for facility access in advance of arrival on site. Employees and contractors requiring access to the Terminal must pay the gate registration fee under the Port of Valdez Terminal Tariff (“Tariff”) in effect at the time of registration and will incur additional administration/maintenance charges under the Tariff when City assistance or escort is required to access the terminal.

Only certified climbers covered by the requisite tower climbing insurance may climb the tower located at the Terminal.

11. Nuisance. User shall immediately remove from the Terminal and Premises any of the following which are determined to be abandoned: buildings, improvements, vehicles, equipment, machinery or fixtures. User shall not allow a public nuisance to exist or to be created or maintained on the Premises or Terminal. If the City Manager or Port Director determines that User has failed to perform as required by this subsection, the City Manager or Port Director may direct User to secure a labor force to so perform at the sole expense of User and User shall do so immediately. If User fails to commence such performance within twenty-four hours after notice from the City Manager or Port Director, the City Manager or Port Director may arrange for such performance at the sole expense of User and User shall pay those expenses.

12. Indemnification. To the maximum extent permitted by law, User (Indemnitor) agrees to defend, indemnify, and hold harmless, the City, the City’s employees, and any/all other entities for which the City is, or may become, legally responsible (Indemnitees), against and from any and all claims in any way associated with anyone’s conduct under, induced by, and/or enabled by, this Agreement, alleged to have arisen in whole or in part as a result of any conduct on the part of the Indemnitor and/or one or more of the Indemnitees.

13. Insurance Requirements. All insurance policies required to be maintained by User under this paragraph shall name the City, and its officers, employees and agents, as additional insureds. All policies issued under paragraph shall contain an agreement by the insurers that such policies shall not be cancelled without at least twenty (20) days prior written notice to the City, and certificates or copies of all such insurance policies shall be furnished to the City promptly upon request therefor. All policies shall contain a waiver of any subrogation rights any insurer might have against the City. User shall maintain, at its own expense, insurance as follows:

General Commercial Liability: User shall Maintain a General Commercial Liability insurance policy covering the User and the City for any and all claims for personal injury, bodily injury (including death) and property damage (including environmental degradation or contamination) arising from any activity occurring as a result of this Agreement.

A. Minimum limits:

Vertical Bridge S3 Assets, LLC
Communications Site Agreement

Page 4 of 12

1. \$1,000,000 Each occurrence
2. \$100,000 Damage to rented premises
3. \$1,000,000 Personal injury
4. \$3,000,000 General aggregate
5. \$3,000,000 Products and completed operations aggregate

B. Coverages:

1. The policy shall contain additional insured endorsement CG 20 10 04 13 and CG 20 37 04 13 or equivalent as approved by Contractor.

Auto Liability: User shall maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

A. Minimum Limits:

1. \$1,000,000 Combined single limit for each accident.

B. Coverages:

1. Additional insured endorsement
2. Waiver of subrogation
3. Contractual liability

Workers' Compensation: User shall maintain Workers' Compensation and Employer's Liability Insurance.

A. Minimum Limits:

1. Workers' compensation – statutory limit
2. Employer's liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 bodily injury by disease for each employee
 - \$1,000,000 bodily injury disease aggregate

B. Coverages:

1. The policy shall provide for a waiver of subrogation in favor of the parties required to be named additional insured under the User's General Liability policy.

Umbrella Liability: User shall maintain shall Maintain an Umbrella Liability insurance policy covering the User and the City.

A. Minimum Limits:

1. \$5,000,000 per occurrence.

14. **Termination.** This Agreement may be terminated by the City should User's use interfere with the City's use of the Premises or Terminal for purposes deemed by the City as in the

best interest of the public, by providing User with one hundred eighty (180) days prior written notice of termination. This Agreement may be terminated by the City upon User's failure to perform or comply with any of the conditions or obligations contained in this Agreement, or the filing of a petition in bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee, by or against User; in such event, the City shall give User ten (10) days prior written notice of the termination and User shall have thirty (30) days to remove any of its equipment from the Terminal and Premises. This Agreement may be terminated by User upon thirty (30) days prior written notice of the termination and User shall then have thirty (30) days from the date of such notice to remove all of its equipment from the Terminal and Premises. The City reserves the right to terminate this agreement if it is in the best interest of the public to do so.

15. Radio Interference. At the City's request, User shall discontinue the use of the Terminal as a transmitting/receiver site should User's use interfere with any FCC licensed transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

16. Assignability/ Use by Other Parties. User 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. User may not allow other parties to utilize User's equipment installed on the Premises without the prior written consent from the City. User shall immediately disclose any use of the Premises or User's equipment installed thereon by any party other than User. Failure to make such a disclosure will result in the imposition of a penalty in the amount of \$20,000 per year that User failed to make such a disclosure. Execution of this Agreement by User shall serve as a certification by User that no other parties are utilizing User's equipment installed on the Premises as of the date of execution.

17. Non-exclusive Use. The use of the Terminal and Premises by User will not be an exclusive use and therefore others who request to use it for similar purposes may also be allowed to do so by the City.

18. Snow and Bird Waste Removal. User will be responsible for all snow and bird waste removal necessary for its use under this Agreement.

19. Utility Installation/Usage. User will be responsible for the cost of installation of and the utilization of electricity needed for its use. User may utilize, if feasible, the existing port master meter to access power to the site of User's facilities. The City will bill User for reimbursement for the cost of power plus \$0.025 per KWH and the cost of other utilities used by User under this Agreement. User is responsible for obtaining and maintaining a separate electricity meter for its use under this Agreement.

20. Removal of Equipment. Upon the expiration or termination of this Agreement, User, at its sole cost and expense, will be responsible for the removing all equipment installed on the Terminal and/or Premises and restoring the Terminal and/or Premises to its condition prior to installation of the equipment except for normal wear and tear. Failure to remove the Equipment and restore the Premises as required in this paragraph within SIXTY (60) days of the expiration or termination of this Agreement will result in the Equipment being deemed abandoned

21. Environmental Laws.

- (a.) User represents, warrants, and agrees that it will conduct its activities on the Premises in compliance with all applicable Environmental Laws, and will keep the Premises free of Hazardous Substances, except for fuel for emergency generators. The City represents, warrants, and agrees that it has in the past and will in the future conduct its activities on the Premises in compliance with all applicable Environmental Laws and that the Premises is free of Hazardous Substances as of the date of this Agreement.
- (b.) The City shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, caused by the City, that have occurred or which may occur on the Premises. User shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, caused by the User, that have occurred or which may occur on the Premises.
- (c.) User 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 User's activities on the Property.
- (d.) 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 governmental authority.

22. Notices. All notices hereunder must be in writing and shall be deemed validly given if hand delivered or sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service, addressed to the City or User at the addresses indicated below (or any other address that the Party to be notified may have designated to the sender by like notice). Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

USER

	Cell Site / Technician	Lease Management	Billing Division
Name:	Richard Kennepohl	Kendahl Voelker	Jessica Vinson
Address:	750 Park of Commerce	Dr., suite 200, Boca Raton, FL 33487	
Phone:	877-589-6411	561-348-5232	561-406-4024
Email:	RKennepohl@Verticalbridge.com	KVoelker@Verticalbridge.com	JVinson@Verticalbridge.com
*	Operations	Asset Mgmt / Legal	AP

* Check for Notification of Terminal Closures and Planned Outages

CITY

Name: Jeremy Talbott
Address: P.O Box 307
Valdez, AK 99686
Phone: (907) 835-4564
E-Mail: JTalbott@valdezak.gov

23. Governing Law/Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alaska. Any legal action brought to enforce this Agreement must be filed in the appropriate Alaska state court located in Valdez, Alaska.

24. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this lease, and no other agreement, statement or promise made by any party which is not contained in this lease shall be binding or valid.

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.

VERTICAL BRIDGE S3 ASSETS, LLC
AUTHORIZED:

BY: [Signature]

Adam Ginder

DATE: 3-24-21

TITLE: VP

FEDERAL ID #: 82-4285317

750 Park of Commerce Dr.
Mailing Address Ste 200

Boca Raton FL 33487
City, State, Zip Code

Signature of Company Secretary or Attest

Date: 3-24-2021

Vertical Bridge S3 Assets, LLC
Communications Site Agreement

CITY OF VALDEZ, ALASKA
APPROVED:

[Signature]

Sharon Scheidt, Mayor

Date: 2/23/21

ATTEST:

[Signature]

Sheri L. Pierce, MMC, City Clerk

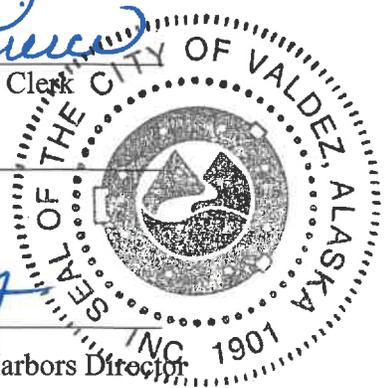
Date: 2/23/21

RECOMMENDED:

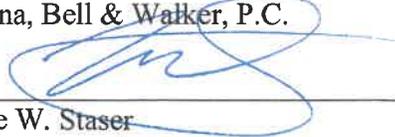
[Signature]

Jeremy Talbott, Ports and Harbors Director

Date: 2-23-21



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

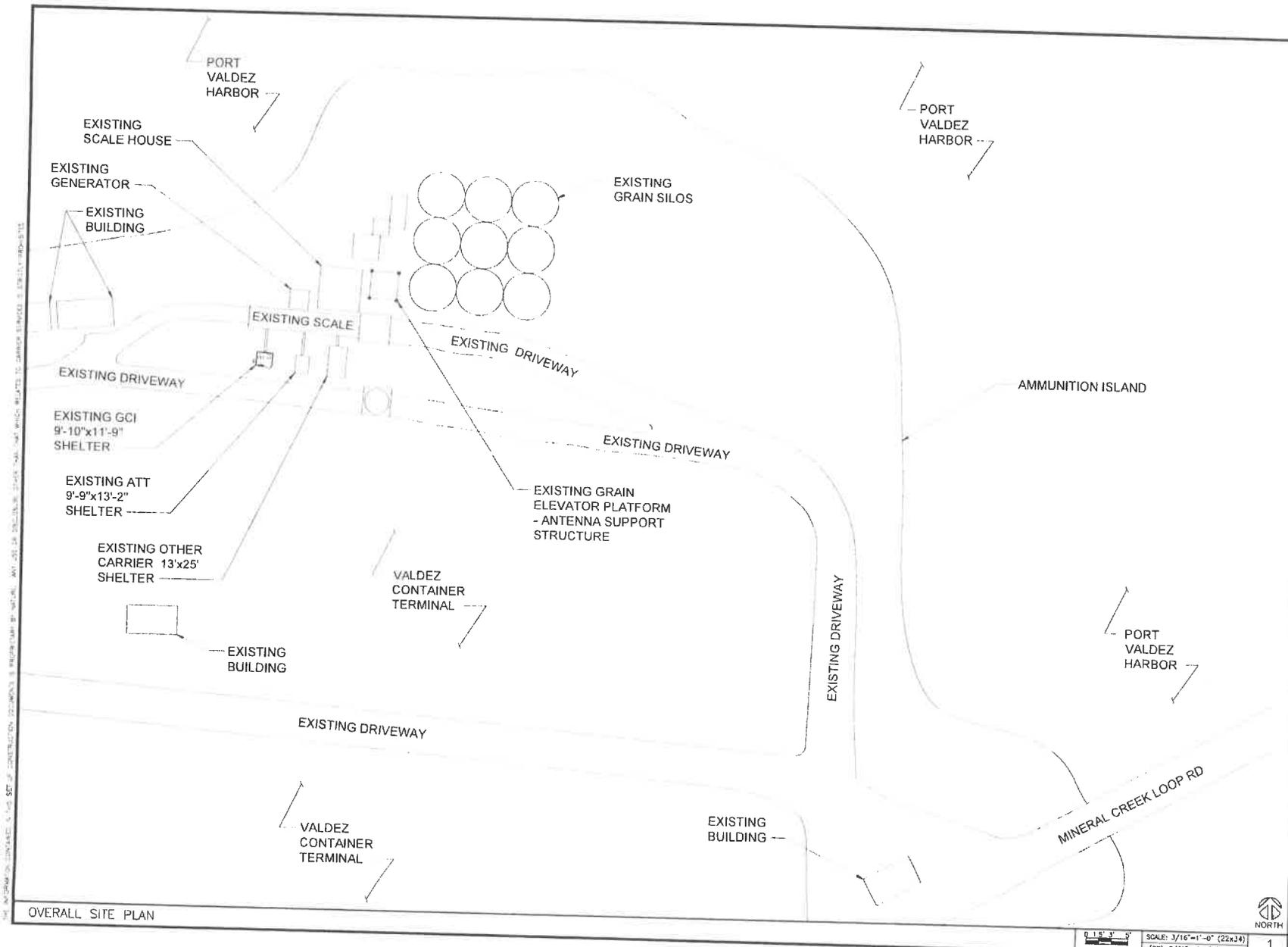


Jake W. Staser

Date: 2/23/21

EXHIBIT A

Map/Description of Premises



OVERALL SITE PLAN

PLANS PREPARED FOR



2040 DUMALL ST. SUITE 1000
ANCHORAGE, AK 99503
OFFICE: (907) 726-7886

PLANS PREPARED BY



GPD GROUP INC.
114 South 160th Street
Anchorage, Alaska 99503
GPD JOB# 2020/25-904.01

REVISIONS

REV.	DATE	DESCRIPTION	BY
A	12/15/20	ISSUED FOR REVIEW	URB
H	12/22/20	ISSUED FOR REVIEW	DRS
D	02/16/21	NOTE CHANGES CONSTRUCTION SET	CAT

NOT FOR CONSTRUCTION UNLESS
LABELLED AS CONSTRUCTION SET



DATE: _____

I HEREBY CERTIFY THAT THESE PLANS
WERE PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A
LICENSED ENGINEER UNDER THE STATE OF
ALASKA

VALDEZ GRAIN TERMINAL
SITE No. 904
1450 CONTAINER TERMINAL WAY
VALDEZ, AK 99686
PROJECT - AK PLAN LTE
UPGRADE

SHEET TITLE

**OVERALL
SITE PLAN**

SHEET NUMBER

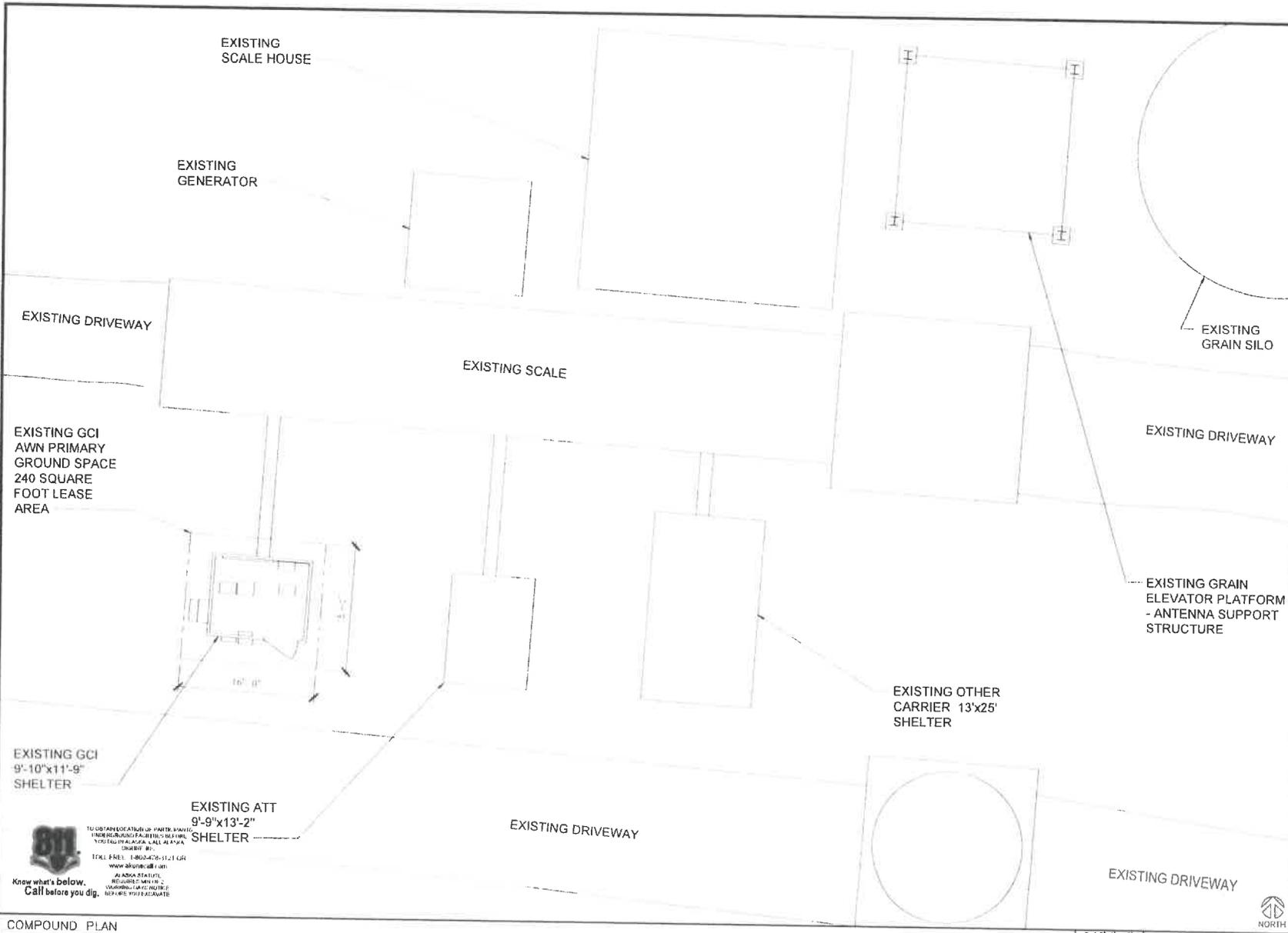
C1

0 10' 20' 30'

SCALE: 3/16"=1'-0" (22x34)
(OR) 3/32"=1'-0" (11x17)

NORTH

1



COMPOUND PLAN

PLANS PREPARED FOR



2500 DEMAREST WIRTH ROAD
 ANCHORAGE, ALASKA 99501
 GCI TEL: 907.770.7666

PLANS PREPARED BY:



GPD GROUP INC
 118 South Main Street
 Anchorage, Alaska 99501
 907.562.2244 FAX 907.562.2242
 GPD JOB#: 20200225 0004 D1

REVISIONS

REV.	DATE	DESCRIPTION	BY
A	12/15/20	ISSUED FOR REVIEW	D
H	12/22/20	ISSUED FOR REVIEW	DRB
D	02/16/21	100% DRAWINGS CONSTRUCTION SET	EXT

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET



DATE: _____

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALY REGISTERED UNDER THE STATE OF ALASKA

VALDEZ GRAIN TERMINAL
 SITE No. 904
 1450 CONTAINER TERMINAL WAY
 VALDEZ, AK 99686
 PROJECT - AK PLAN LTE UPGRADE

SHEET TITLE
COMPOUND PLAN

SHEET NUMBER
C2

TO OBTAIN LOCATION OF PARTS, PLEASE CONSULT THE ALASKA STATE REGISTERED PROFESSIONAL ENGINEER'S OFFICE. FOR MORE INFORMATION, CONTACT THE ALASKA STATE REGISTERED PROFESSIONAL ENGINEER'S OFFICE AT 1400 W. 10TH AVENUE, ANCHORAGE, ALASKA 99501. TEL: 907.263.1111 OR WWW.AKSTATE.GOV

Know what's below. Call before you dig.

ALASKA STATE REGISTERED PROFESSIONAL ENGINEER'S OFFICE
 1400 W. 10TH AVENUE, ANCHORAGE, ALASKA 99501
 TEL: 907.263.1111 OR WWW.AKSTATE.GOV

SCALE: 3/16"=1'-0" (22x34)
 (OR) 3/32"=1'-0" (11x17)

0 15' 30'

1

EXHIBIT B

List of Specific Uses and Equipment to be Installed on Premises



VALDEZ GRAIN TERMINAL SITE No. 904

1460 CONTAINER TERMINAL WAY
VALDEZ, AK 99686
PROJECT - AK PLAN LTE UPGRADE
CONSTRUCTION DRAWINGS



THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO GCI. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO GCI'S SERVICES IS STRICTLY PROHIBITED.

PROJECT INFORMATION	
SITE NAME:	VALDEZ GRAIN TERMINAL
SITE No.:	904
BOROUGH:	VALDEZ-CORDOVA
ADDRESS:	1460 CONTAINER TERMINAL WAY VALDEZ, AK 99686
JURISDICTION:	CITY OF VALDEZ
LATITUDE:	61.126197°
LONGITUDE:	-146.307564°
APPLICANT/LESSEE:	GCI 2550 DENALI ST, SUITE 1000 ANCHORAGE, AK 99503 (907) 265-5600
PROPERTY OWNER:	CITY OF VALDEZ PO BOX 307 VALDEZ, AK 99686
TOWER OWNER:	VERTICAL BRIDGE REIT, LLC 750 PARK OF COMMERCE DRIVE BOCA RATON, FL 33487
PARCEL ID:	TBD
LEGAL DESCRIPTION:	ISLAND F, A PORTION OF ADL N05 201084 AND 212412, ALASKA TIDE WATERS SURVEY 564

SCOPE OF WORK	
THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:	
GROUND LEVEL:	<ul style="list-style-type: none"> • REMOVE (1) EXISTING RBS 6201 RACK • REMOVE (1) EXISTING PBC 6500 RACK • REMOVE (1) EXISTING NORTEL 3031 CABINET • REMOVE (1) EXISTING METER/MAIN • REMOVE (2) FAN HOODS, (1) LOUVER AND (1) FAN • REPLACE EXISTING AC PANEL AND GEN PLUG • INSTALL (3) NEW RCKDC-6140-PF-48 RAYCAPS • INSTALL (1) NEW 2 POST EQUIPMENT RACK • INSTALL (2) NEW 4 POST BATTERY RACKS • INSTALL (1) NEW ICE BRIDGE • INSTALL (1) NEW AIRSYS FCB AND FCB CONTROLLER
ANTENNA LEVEL:	<ul style="list-style-type: none"> • INSTALL (1) NEW METER/MAIN • INSTALL (2) WEIGHT DISTRIBUTION PLATES • INSTALL (1) NEW TVSS • INSTALL (1) NEW FUSED DISCONNECT AND (1) NEW TRANSFORMER • REMOVE (3) EXISTING UNITS PANEL ANTENNAS • REMOVE (12) EXISTING 1-5/8" COAX LINES • INSTALL (3) NEW CCI TP6AGR-TE6C ANTENNA • INSTALL (3) NEW ERICSSON 4480 RADIOS • INSTALL (3) NEW ERICSSON 4449 RADIOS • INSTALL (3) NEW RCKDC-6140-PF-48 RAYCAPS • INSTALL (3) NEW 1-1/4" HYBRID FIBER LINES

DRAWING INDEX	
T1	TITLE SHEET
N1	NOTES & SPECIFICATIONS
C1	OVERALL SITE PLAN
C2	COMPOUND PLAN
C3	EQUIPMENT SHELTER PLANS
C4	SILO/GRAIN TERMINAL/BANT ELEVATIONS
C5	SILO/GRAIN TERMINAL/BANT ELEVATIONS
C6	SILO/GRAIN TERMINAL/BANT ELEVATIONS
C7	SILO/GRAIN TERMINAL/BANT ELEVATIONS
RF1	ANTENNA PLAN & RF SCHEDULE
E01	EQUIPMENT DETAILS
E02	EQUIPMENT DETAILS
E03	EQUIPMENT DETAILS
S1	STRUCTURAL NOTES
S2	SHELTER DETAILS & SECTIONS
S3	SHELTER DETAILS & SECTIONS
S4	TOWER DETAILS & SECTIONS
S5	SPECIAL INSPECTION CHECKLIST
S6	MODIFICATION INSPECTION CHECKLIST
E001	LEGEND & SPECIFICATIONS (EIC ENGINEERS)
E101	ELECTRICAL SITE PLAN (EIC ENGINEERS)
E201	ONE-LINE DIAGRAMS, DETAILS, & SCHEDULES (EIC ENGINEERS)
E301	PANEL SCHEDULES (EIC ENGINEERS)
E401	DC GROUNDING DETAILS (EIC ENGINEERS)
E402	DC GROUNDING DETAILS (EIC ENGINEERS)

REVISIONS			
NO.	DATE	DESCRIPTION	BY
A	12/15/20	ISSUED FOR REVIEW	G
B	12/22/20	ISSUED FOR REVIEW	DRB
D	02/16/21	100% DRAWING - CONSTRUCTION SET	CAT

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SITE PHOTO	VICINITY MAP

NOT TO SCALE

PROJECT CONSULTANTS	
PROJECT MANAGEMENT:	GCI 2550 DENALI ST., SUITE 1000 ANCHORAGE, AK 99503 CONTACT: PETER MAUS EMAIL: PMAUS@GCI.COM
ENGINEER:	CHRIS SOEKS GPD GROUP, INC. 520 SOUTH MAIN STREET, STE. 2531 AKRON, OHIO 44311 CONTACT: RAYMOND FABER PHONE: (206) 204-7451
CONSTRUCTION:	GCI 2550 DENALI ST, SUITE 1000 ANCHORAGE, AK 99503 CONTACT: DAN GORDON PHONE: (907) 312-9592 EMAIL: DGORDON@GCI.COM

DRIVING DIRECTIONS
DIRECTIONS FROM: VALDEZ PIONEER FIELD AIRPORT (VALDEZ, AK 99686); HEAD WEST ON AIRPORT RD TOWARD HANGER WAY (1.1 MI.), TURN RIGHT ONTO MINERAL CREEK LOOP RD (0.8 MI), TURN LEFT TO STAY ON MINERAL CREEK LOOP RD (0.8 MI.) AND THE DESTINATION WILL BE ON THE RIGHT. 1460 CONTAINER TERMINAL WAY, VALDEZ, AK 99686

811
Know what's below.
Call before you dig.

REGULATORY AGENCY PARTNERS
UNIVERSITY OF ALASKA
TERRITORY OF ALASKA - ALL ALASKA
PRINCIPAL
TOLL FREE 1-800-478-2121 OR
WWW.ALASKA811.COM
ALASKA STATUTE
REQUIRE LINES LOCATED
BEFORE YOU EXCAVATE

CODE COMPLIANCE
<ul style="list-style-type: none"> • 2012 INTERNATIONAL BUILDING CODE • ASCE 7-10 • ANSI/ITIA-222 STRUCTURAL STANDARD FOR ANTENNA STRUCTURES • NFPA 780-LIGHTNING PROTECTION CODE • 2017 NFPA NATIONAL ELECTRICAL CODE

SPECIAL NOTES
<ul style="list-style-type: none"> • EXISTING CONDITIONS WILL BE CHANGED & VERIFIED IN FIELD. IF SIGNIFICANT DEVIATIONS OR DETERIORATION ARE ENCOUNTERED AT THE TIME OF CONSTRUCTION, A REPAIR PERMIT WILL BE OBTAINED & CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY. • THESE DRAWINGS ARE FULL SIZE & SCALEABLE ON 11"x17" SHEET SIZE. • STATEMENT THAT COMPLIANCE WITH THE ENERGY CODE IS NOT REQUIRED. • SCOPE OF WORK DOES NOT INVOLVE MODIFICATIONS TO EXTERIOR ENVELOPE OF BUILDING, HVAC SYSTEMS OR ELECTRICAL LIGHTING.

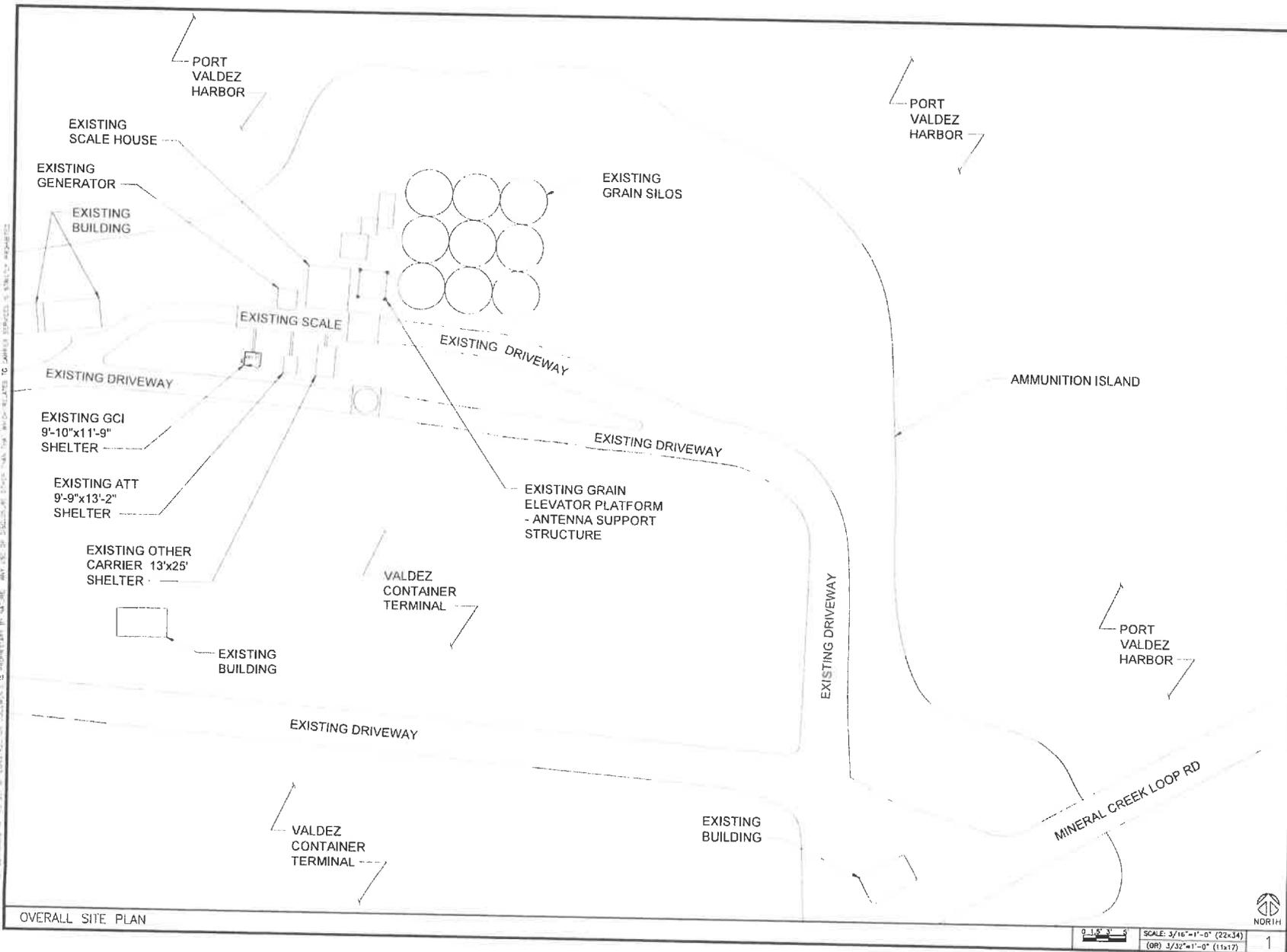
DATE: _____

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER IN THE STATE OF ALASKA

VALDEZ GRAIN TERMINAL
SITE No. 904
1460 CONTAINER TERMINAL WAY
VALDEZ, AK 99686
PROJECT - AK PLAN LTE
UPGRADE

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T1



THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF GCI AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GCI.

PLANS PREPARED FOR:



2550 L H ROAD, SUITE 1000
 ANCHORAGE, ALASKA 99503
 OFFICE: (907) 747-7668

PLANS PREPARED BY:



GPD GROUP, INC.
 12200 PINE BLVD
 ANCHORAGE, ALASKA 99515
 (907) 562-1210
 GPD 40188 - 2020/20, 904.01

REVISIONS

REV	DATE	REVISIONS	BY
A	12/15/20	ISSUED FOR REVIEW	TH
B	12/17/20	ISSUED FOR REVIEW	DRB
D	02/16/21	CONSTRUCTION SET	CAT

NOT FOR CONSTRUCTION UNLESS LABELLED AS CONSTRUCTION SET



DATE: _____

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LEGALLY REGISTERED ENGINEER IN THE STATE OF ALASKA

VALDEZ GRAIN TERMINAL
 SITE No. 904
 1460 CONTAINER TERMINAL WAY
 VALDEZ, AK 99686
 PROJECT - AK PLAN LTE
 UPGRADE

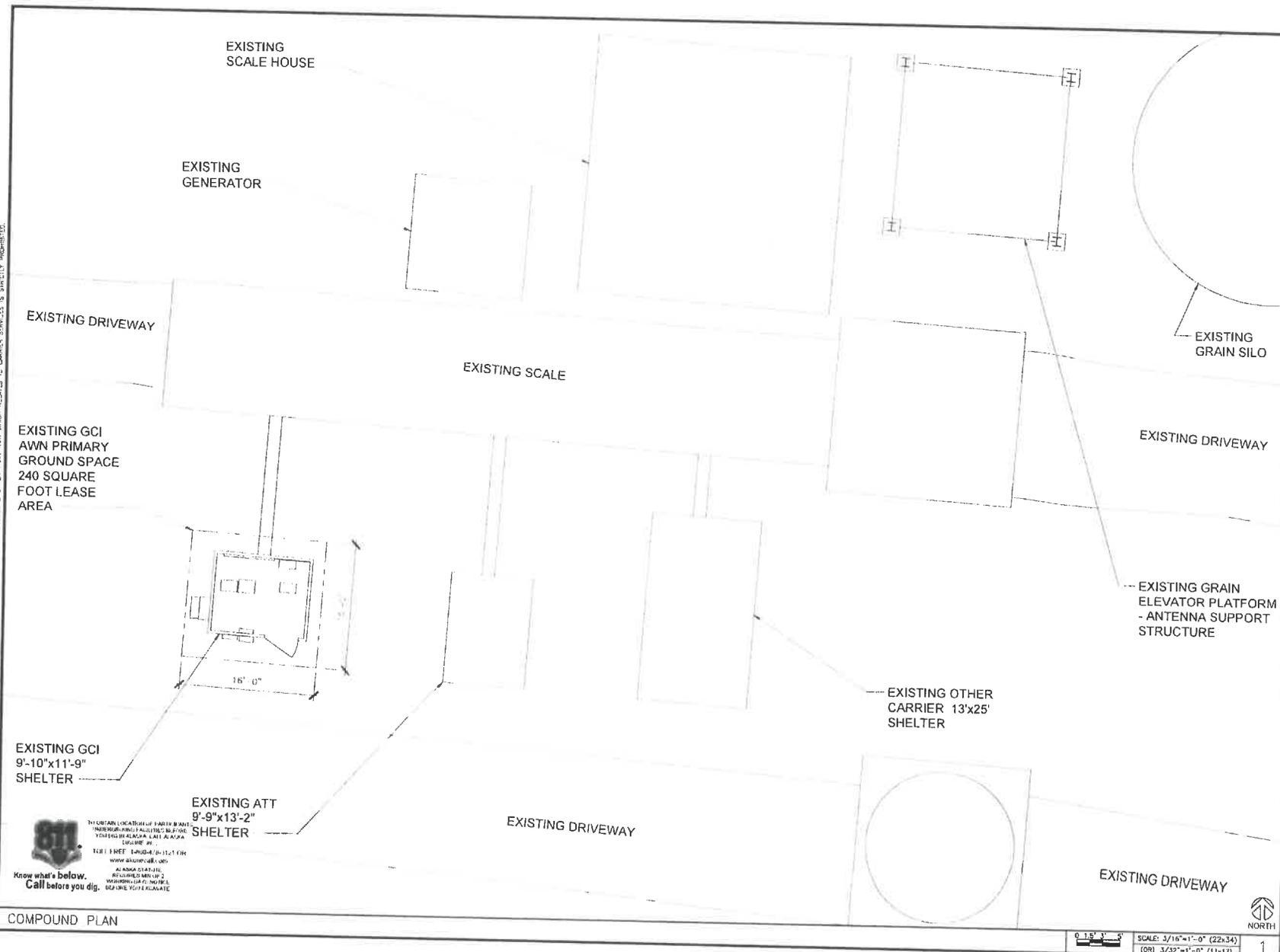
SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C1

SCALE: 3/16"=1'-0" (22x34)
 (OR) 3/32"=1'-0" (11x17)

1

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TO OBTAIN LOCATION OF PUBLIC UTILITIES, CONTACT THE ALASKA UTILITY SERVICE CENTER AT 1-800-477-2539. FOR MORE INFORMATION, VISIT www.alaska.gov.

Know what's below. Call before you dig. SEE www.alaska.gov FOR MORE INFORMATION.



REV.	DATE	DESCRIPTION	BY
A	12/15/20	ISSUED FOR REVIEW	USM
U	12/22/20	ISSUED FOR REVIEW	USM
D	02/18/21	TACK DRAWINGS - CONSTRUCTION SET	CAT

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VALDEZ GRAIN TERMINAL
SITE No. 904
1460 CONTAINER TERMINAL WAY
VALDEZ, AK 99686
PROJECT - AK PLAN LTE
UPGRADE

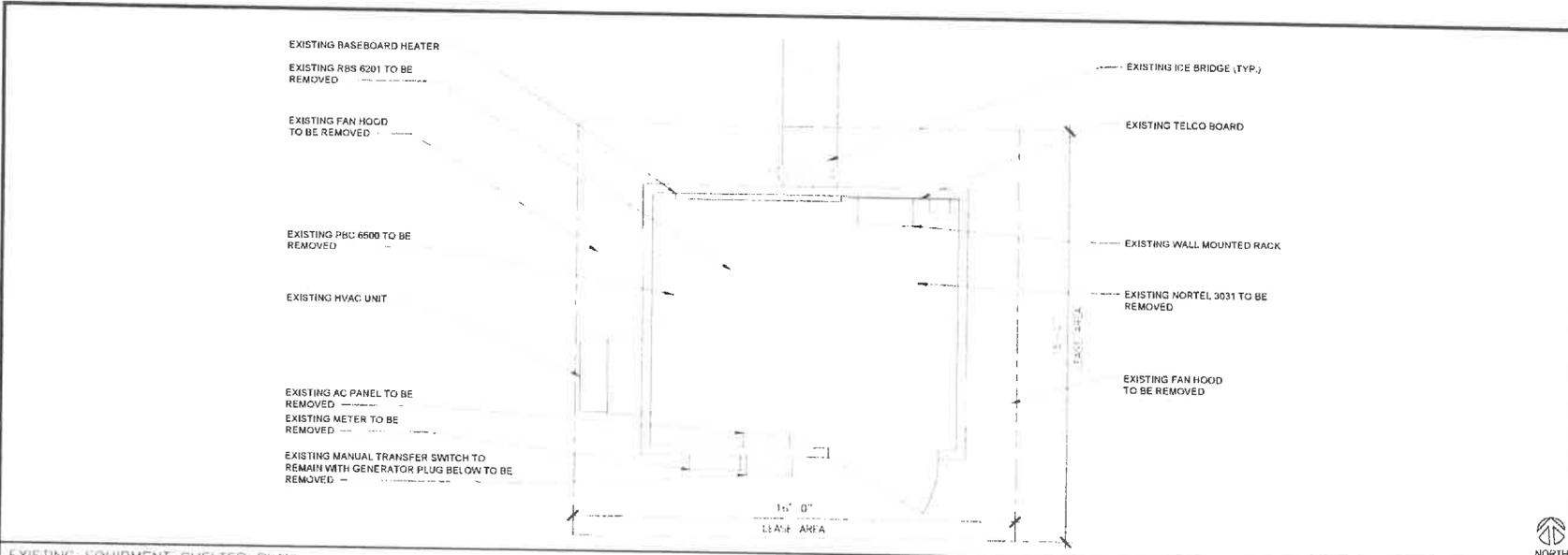
SHEET TITLE
COMPOUND PLAN

SHEET NUMBER
C2

SCALE: 3/16"=1'-0" (22x34)
(OR) 3/32"=1'-0" (11x17)

1

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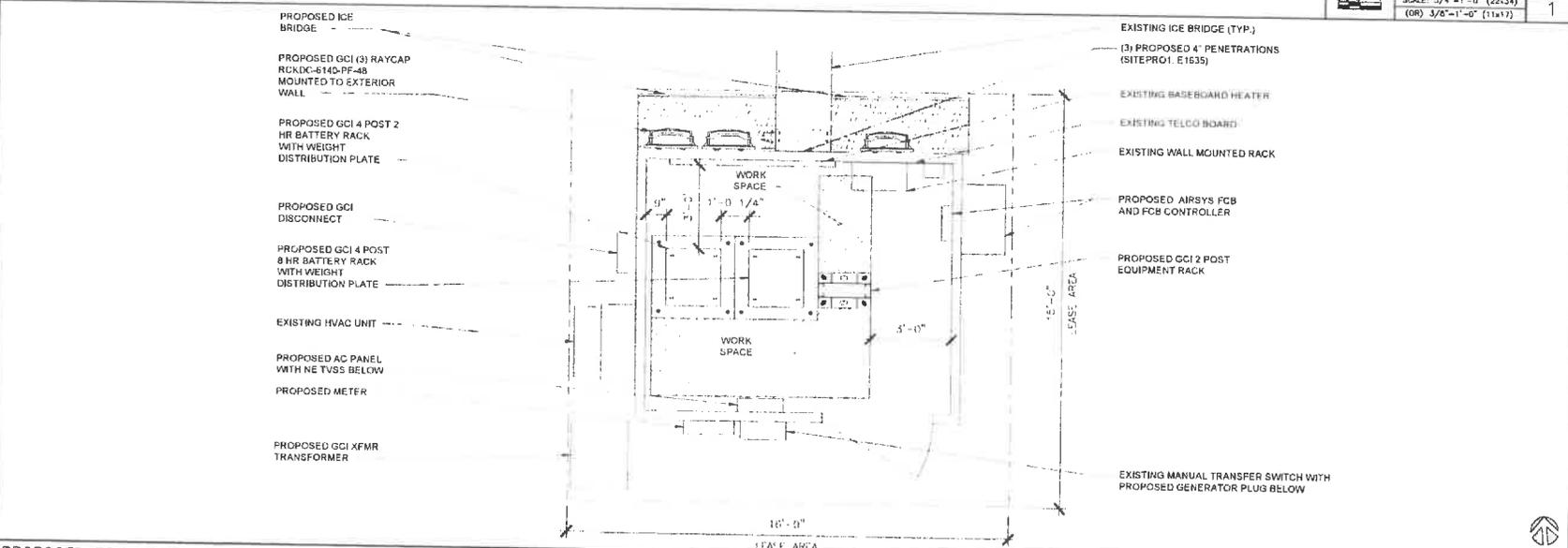


EXISTING EQUIPMENT SHELTER PLAN

SCALE: 3/4"=1'-0" (22x34)
(OR) 3/8"=1'-0" (11x17)



1



PROPOSED EQUIPMENT SHELTER PLAN

SCALE: 3/4"=1'-0" (22x34)
(OR) 3/8"=1'-0" (11x17)



2

PLANS PREPARED FOR

250 DENALI ST. SUITE 1000
ANCHORAGE, AK 99503
CITY & STATE 707-788

PLANS PREPARED BY

110 South Park Street
Anchorage, Alaska 99501
907.562.2290
GPO JOB# 20200725 904.01

REVISIONS

REV	DATE	DESCRIPTION	BY
A	12/15/20	ISSUED FOR REVIEW	...
B	12/22/20	ISSUED FOR REVIEW	...
C	02/16/21	ISSUE CHANGES - CONTAINER W/ SET	CAT

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DATE: _____

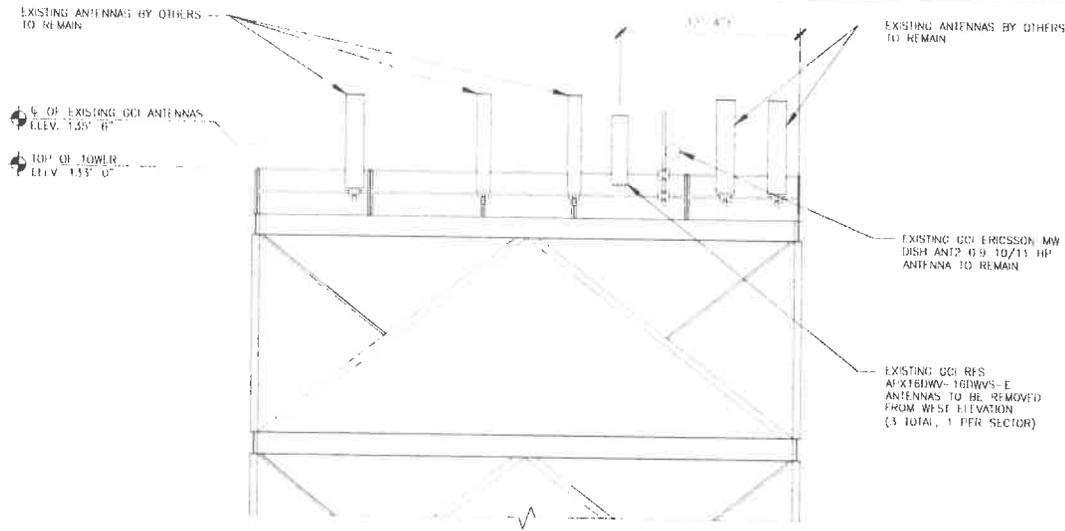
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ALASKA

VALDEZ GRAIN TERMINAL
SITE No. 904
1460 CONTAINER TERMINAL WAY
VALDEZ, AK 99686
PROJECT - AK PLAN LTE
UPGRADE

SHEET TITLE
**EQUIPMENT
SHELTER
PLAN**

SHEET NUMBER
C3

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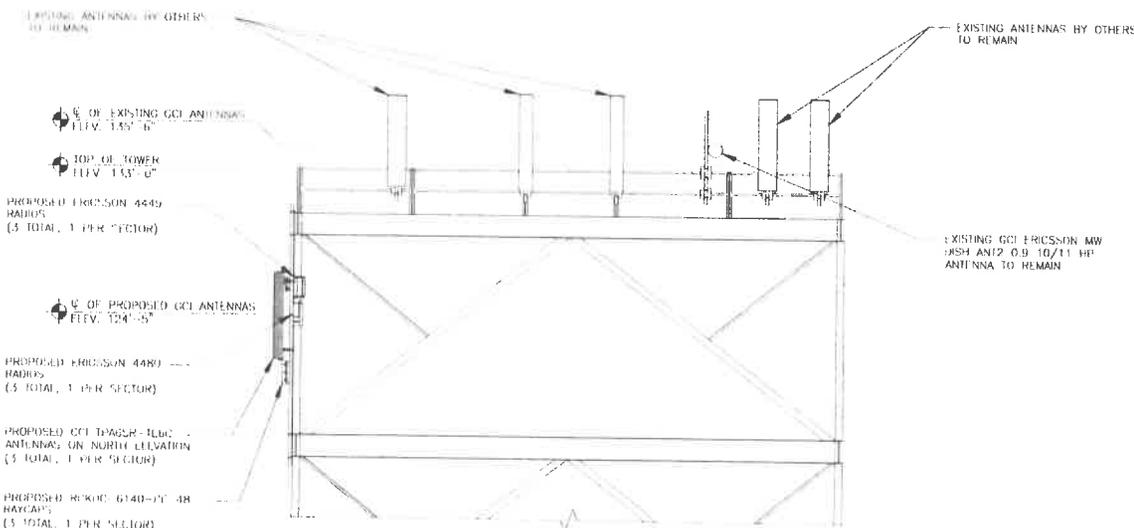


EXISTING SILO/GRAIN TERMINAL/BANT WEST ELEVATION

0 1 2 4
SCALE: 1/4"=1'-0" (22x34)
(OR) 1/8"=1'-0" (11x17)



NOTES:
1. PROPOSED ANTENNA MOUNTING BRACKETS ON PROVISION AND STRUCTURAL DETAILS WILL BE PROVIDED IN THE TRADE CONSTRUCTION DRAWING (S).



PROPOSED SILO/GRAIN TERMINAL/BANT WEST ELEVATION

0 1 2 4
SCALE: 1/4"=1'-0" (22x34)
(OR) 1/8"=1'-0" (11x17)



PLANNED BY

200 BELLEVUE AVENUE, SUITE 1000
ANCHORAGE, ALASKA 99501
OFFICE: (907) 770-7886

PLANNED BY

12 SOUTH PROSPECT
ANCHORAGE, ALASKA 99501
GPD JOB#: 2020225-004-D1

REVISIONS

REV	DATE	DESCRIPTION	BY
A	12/15/20	ISSUED FOR REVIEW	JD
B	12/22/20	ISSUED FOR REVIEW	DHB
C	02/16/21	100% DRAWINGS - CONSTRUCTION SET	KAT

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VALDEZ GRAIN TERMINAL
SITE No. 904
146D CONTAINER TERMINAL WAY
VALDEZ, AK 99686
PROJECT - AK PLAN LTE UPGRADE

SHEET TITLE

SILO/GRAIN
TERMINAL/BANT
ELEVATIONS

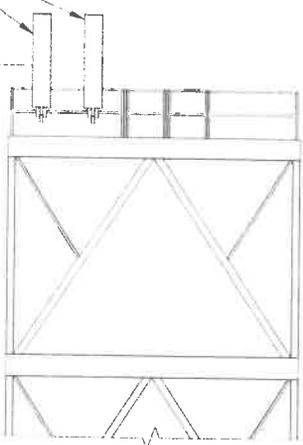
SHEET NUMBER

C4

EXISTING ANTENNAS BY OTHERS TO REMAIN

● C. OF EXISTING ANTENNAS
ELEV. 1357' 6"

● TOP OF LOWER
ELEV. 1355' 0"



EXISTING SILO/GRAIN TERMINAL/BANT NORTH ELEVATION

0 1 2 4 SCALE: 1/4"=1'-0" (22x34)
(OR) 1/8"=1'-0" (11x17)



REV	DATE	DESCRIPTION	BY
A	12/15/20	ISSUED FOR REVIEW	
B	12/22/20	ISSUED FOR REVIEW	BRB
C	02/16/21	ISSUE DURING CONSTRUCTION SET	CAF

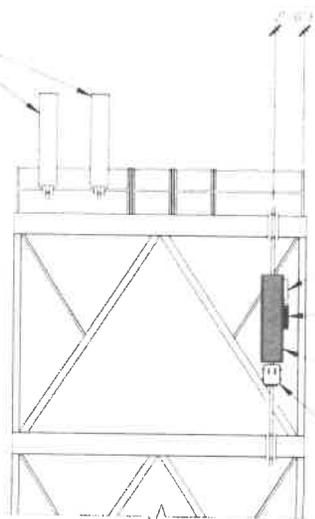
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

NOTES:
1. PROPOSED ANTENNA MOUNTING BRACKETS, BRACES AND STRUCTURAL DETAILS WILL BE PROVIDED IN THE FUTURE CONSTRUCTION DRAWING SET.

EXISTING ANTENNAS BY OTHERS TO REMAIN

● TOP OF TOWER
ELEV. 1355' 0"

● C. OF PROPOSED CD ANTENNAS
ELEV. 1241' 5"



- PROPOSED ERICSSON 4449 ANTENNAS (1 TOTAL, 1 PER SECTOR)
- PROPOSED ERICSSON 4480 ANTENNAS (1 TOTAL, 1 PER SECTOR)
- PROPOSED COI 3P65R-116C ANTENNAS (ON NORTH ELEVATION) (1 TOTAL, 1 PER SECTOR)
- PROPOSED HOKUP-0140-PP-48 ANTENNAS (1 TOTAL, 1 PER SECTOR)

PROPOSED SILO/GRAIN TERMINAL/BANT NORTH ELEVATION

0 1 2 4 SCALE: 1/4"=1'-0" (22x34)
(OR) 1/8"=1'-0" (11x17)



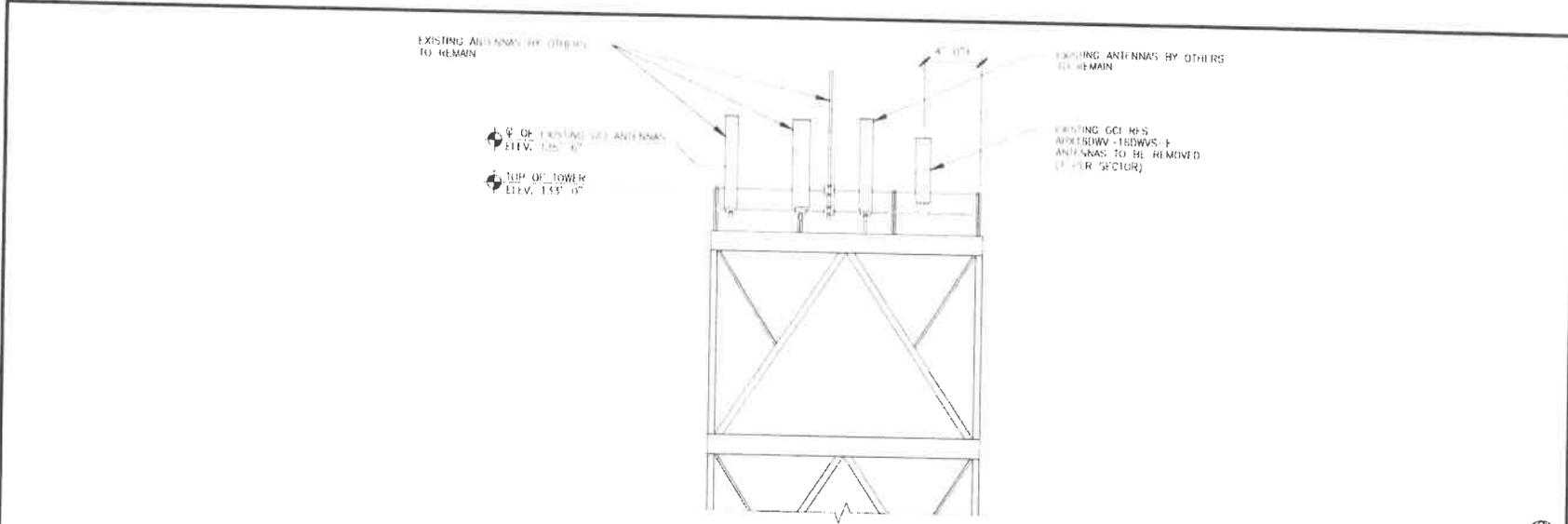
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VALDEZ GRAIN TERMINAL
SITE No. 904
1460 CONTAINER TERMINAL WAY
VALDEZ, AK 99686
PROJECT - AK PLAN LTE UPGRADE

SHEET TITLE
SILO/GRAIN TERMINAL/BANT ELEVATIONS

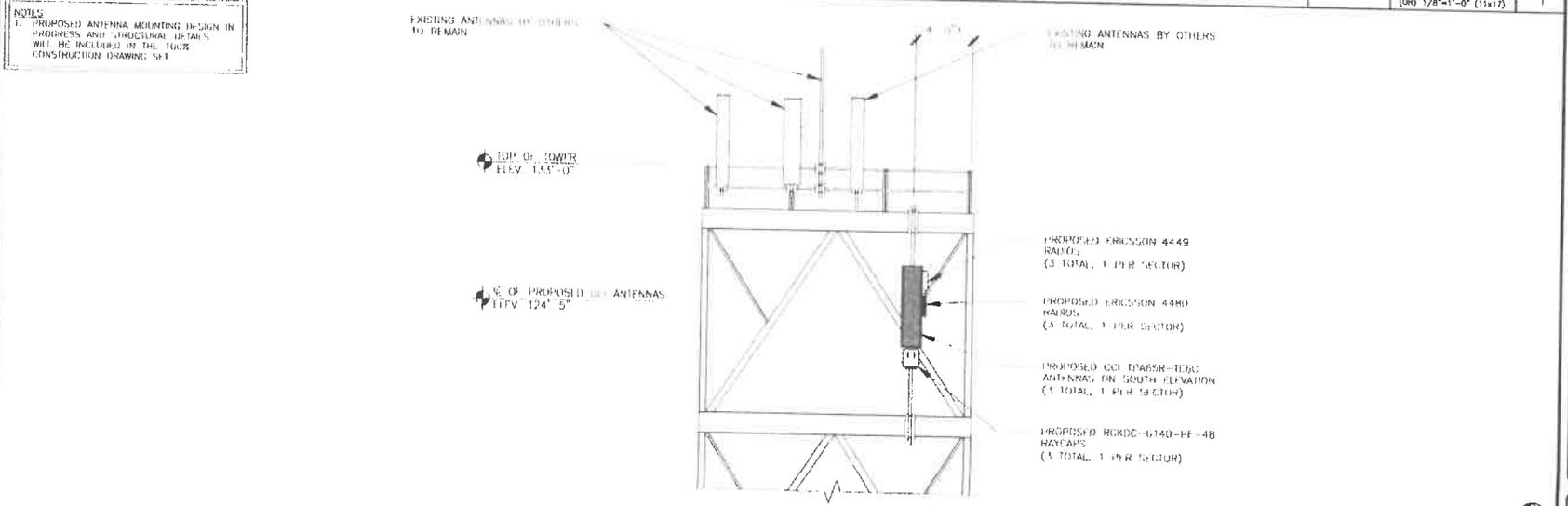
SHEET NUMBER
C5

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EXISTING SILO/GRAIN TERMINAL/BANT SOUTH ELEVATION

NOTES
 1. PROPOSED ANTENNA MOUNTING DESIGN IN PROGRESS AND FUNCTIONAL DETAILS WILL BE INCLUDED IN THE 100% CONSTRUCTION DRAWING SET.



PROPOSED SILO/GRAIN TERMINAL/BANT SOUTH ELEVATION

0 1 2 4
 SCALE: 1/4"=1'-0" (22x34)
 (OR) 1/8"=1'-0" (11x17)



PLANS PREPARED FOR

2540 HENRIETTA SUITE 1000
 ANCHORAGE, AK 99503
 (907) 552-1886

PLANS PREPARED BY

GPD GROUP INC.
 11 South Harbor Blvd.
 Anchorage, AK 99515
 GPO JOB# 2020/25 914 01

REVISIONS

REV.	DATE	DESCRIPTION
A	12/15/20	ISSUED FOR REVIEW
B	12/22/20	ISSUED FOR REVIEW
C	02/16/21	FOR SUBMITTAL

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DATE: _____

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VALDEZ GRAIN TERMINAL
 SITE No. 904
 1460 CONTAINER TERMINAL WAY
 VALDEZ, AK 99686
 PROJECT - AK PLAN LTE
 UPGRADE

SHEET TITLE
**SILO/GRAIN
 TERMINAL/BANT
 ELEVATIONS**

SHEET NUMBER
C7

0 1 2 4
 SCALE: 1/4"=1'-0" (22x34)
 (OR) 1/8"=1'-0" (11x17)



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EXISTING RF CONFIGURATION SCHEDULE

SECTOR	FREQUENCY	TECH	USE	MANUFACTURER	MODEL	RAD CENTER	TIP HEIGHT	AZIMUTH	REL	MCH DIMENST	FEED DIMENST	ORIG LAYOUT	HYBRIDABLE
ALPHA	A1	CDU	1	ERICSSON	ANTZ 0910/11 HP	119'-4"	119'-0"	NA	0	0	0	(4) 100'	
	A4	UMTS	1	HP	APR40222-16/4045	119'-4"	119'-0"	NA	0	0	0	(4) 100'	
BETA	B1	CDU	1	ERICSSON	UKY23041/07H	119'-0"	119'-0"	NA	0	0	0	(4) 100'	
	B4	UMTS	1	HP	APR40222-16/4045	119'-0"	119'-0"	NA	0	0	0	(4) 100'	
GAMMA	G1	UMTS	1	HP	APR40222-16/4045	119'-0"	119'-0"	045	FALSE	0	0	(4) 100'	
	G4	UMTS	1	HP	APR40222-16/4045	119'-0"	119'-0"	045	FALSE	0	0	(4) 100'	

PROPOSED RF CONFIGURATION SCHEDULE

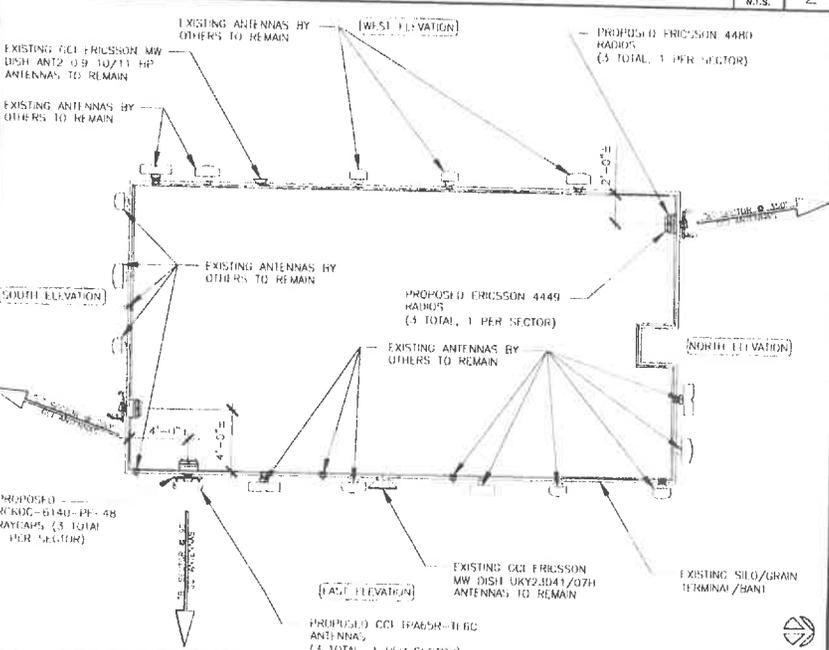
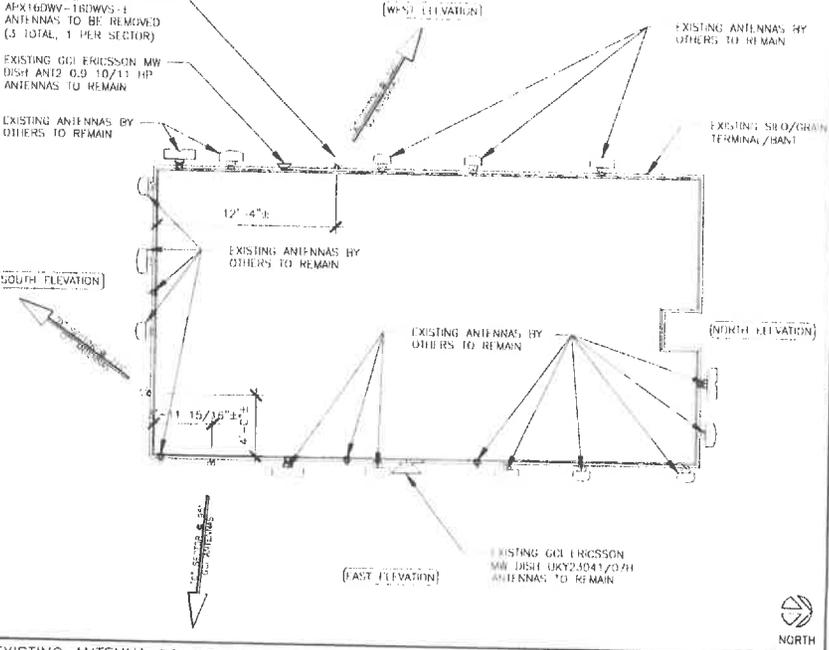
SECTOR	FREQUENCY	TECH	USE	MANUFACTURER	MODEL	RAD CENTER	TIP HEIGHT	AZIMUTH	REL	MCH DIMENST	FEED DIMENST	ORIG LAYOUT	HYBRIDABLE
ALPHA	A1	UMTS	1	ERICSSON	ANTZ 0910/11 HP	119'-4"	119'-0"	NA	0	0	0	(4) 100'	
	A4	UMTS	1	HP	APR40222-16/4045	119'-4"	119'-0"	NA	0	0	0	(4) 100'	
BETA	B1	UMTS	1	ERICSSON	UKY23041/07H	119'-0"	119'-0"	NA	0	0	0	(4) 100'	
	B4	UMTS	1	HP	APR40222-16/4045	119'-0"	119'-0"	NA	0	0	0	(4) 100'	
GAMMA	G1	UMTS	1	HP	APR40222-16/4045	119'-0"	119'-0"	045	FALSE	0	0	(4) 100'	
	G4	UMTS	1	HP	APR40222-16/4045	119'-0"	119'-0"	045	FALSE	0	0	(4) 100'	

LOCATION	SECTOR	TMA'S	CUMBERS	WAS-TEC	MUS	UPPER	RUZ
GROUND LEVEL	ALPHA						
	BETA						
	GAMMA						
ANTENNA LEVEL	ALPHA						
	BETA						
	GAMMA						

LOCATION	SECTOR	TMA'S	CUMBERS	WAS-TEC	MUS	UPPER	RUZ
GROUND LEVEL	ALPHA						
	BETA						
	GAMMA						
ANTENNA LEVEL	ALPHA					(1) 4490 (1) 4449	
	BETA					(1) 4490 (1) 4449	
	GAMMA					(1) 4490 (1) 4449	

EXISTING RF SCHEDULE SCALE N.T.S. 1

PROPOSED RF SCHEDULE SCALE N.T.S. 2



EXISTING ANTENNA CONFIGURATION SCALE 1/4"=1'-0" (22x34) (OR) 1/8"=1'-0" (11x17) 3

PROPOSED ANTENNA CONFIGURATION SCALE 1/4"=1'-0" (22x34) (OR) 1/8"=1'-0" (11x17) 4

PLANS PREPARED FOR:

1450 DENALI ST. SUITE 1000
VALDEZ, ALASKA 99686
407.877.5000

PLANS PREPARED BY:

GPD GROUP, 2024/25 314.01

REVISIONS

REV.	DATE	DESCRIPTION	BY
A	12/15/20	ISSUED FOR REVIEW	DB
B	12/22/20	ISSUED FOR REVIEW	DB
C	02/18/21	FOR DRAWINGS - CONSTRUCTION SET	CAT

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DATE: _____

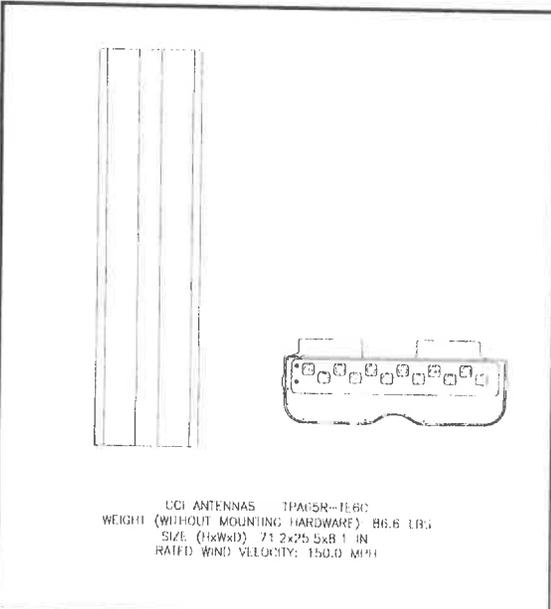
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VALDEZ GRAIN TERMINAL
SITE No. 904
1460 CONTAINER TERMINAL WAY
VALDEZ, AK 99686
PROJECT - AK PLAN LITE
UPGRADE

SHEET TITLE
ANTENNA PLAN & RF SCHEDULE

SHEET NUMBER
RF1

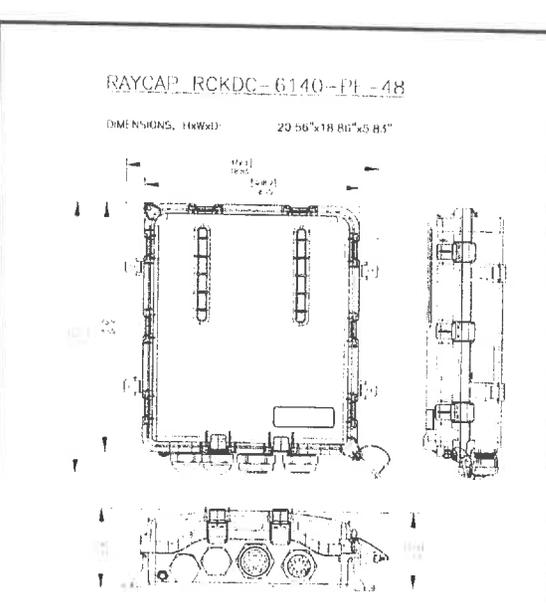
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CCI ANTENNAS TPA65R-TE6C
 WEIGHT (WITHOUT MOUNTING HARDWARE) 86.6 LB.
 SIZE (HxWxD) 71.2x25.5x8.1 IN
 RATED WIND VELOCITY: 150.0 MPH

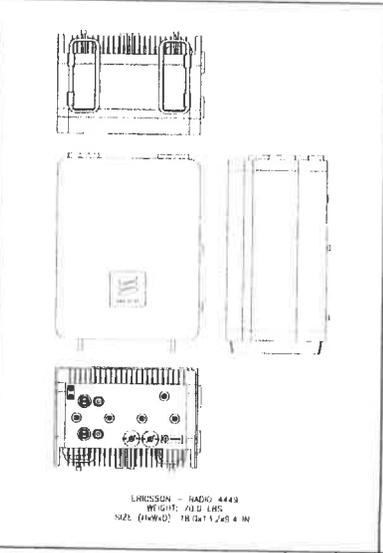
CCI ANTENNAS - TPA65R-TE6C

SCALE N.T.S. 1 DETAIL NOT USED



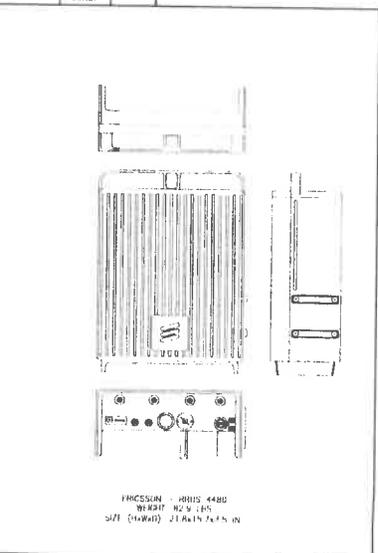
RAYCAP_RCKDC-6140-PE-48
 DIMENSIONS (HxWxD) 29.56"x18.80"x5.85"

SCALE N.T.S. 2 SURGE SUPPRESSION DETAILS



ERICSSON - RADIO 4449
 WEIGHT: 70.0 LBS
 SIZE (HxWxD) 18.0x11.25x4.0 W

SCALE N.T.S. 4 ERICSSON - RADIO 4449



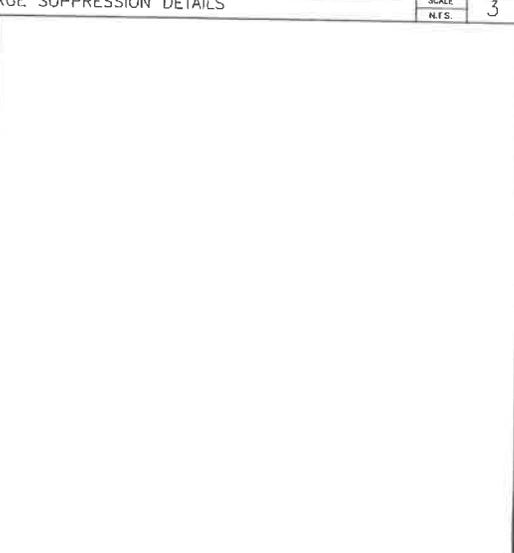
ERICSSON - RADIO 4480
 WEIGHT: 82.9 LBS
 SIZE (HxWxD) 21.6x17.5x4.5 W

SCALE N.T.S. 5 ERICSSON - RADIO 4480

FCB Performance & Mechanical Specifications

Capacity	Model	Model	OPK 1442 (180)	OPK 1442 (300)
Power capacity	TYPE	TYPE	14.4 kW (40000 BTU)	14.4 kW (40000 BTU)
Fan	Power Input	W	11.2	11.2
	Air Volume	CFM	5.5	5.5
	Flow	CFM	2.2	2.2
Variable velocity capacity	OP 10 1442	W	2.5	2.5
	OP 12 21.670	W	2.7	2.7
	Flow	CFM	23.900	23.900
Dimensions & Weight	Width	in	25.0	25.0
	Depth	in	21.0	21.0
	Height	in	52.0	61.5
	Weight	lbs	113.7	113.7

SCALE N.T.S. 6 AIRSYS FCB DETAILS



SCALE N.T.S. 7 DETAIL NOT USED



REVISIONS

REV.	DATE	DESCRIPTION	BY
A	12/15/20	ISSUED FOR REVIEW	DA
H	12/22/20	ISSUED FOR REVIEW	DAH
U	02/16/21	TOOK ORDERS - CONSTRUCTION SET	CAI

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FOR REFERENCE ONLY

DATE: _____
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VALDEZ GRAIN TERMINAL
 SITE No. 904
 1460 CONTAINER TERMINAL WAY
 VALDEZ, AK 99686
 PROJECT - AK PLAN LTE UPGRADE

SHEET TITLE
 EQUIPMENT DETAILS

SHEET NUMBER
 EQ1

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REVISIONS			
NO.	DATE	DESCRIPTION	BY
A	11/23/14	UPDATED FOR REVIEW OF	
B	11/23/14	UPDATED FOR REVIEW OF	
C	11/23/14	FOR CHANGES TO	
D		LIMITS FOR SET	

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DATE: _____
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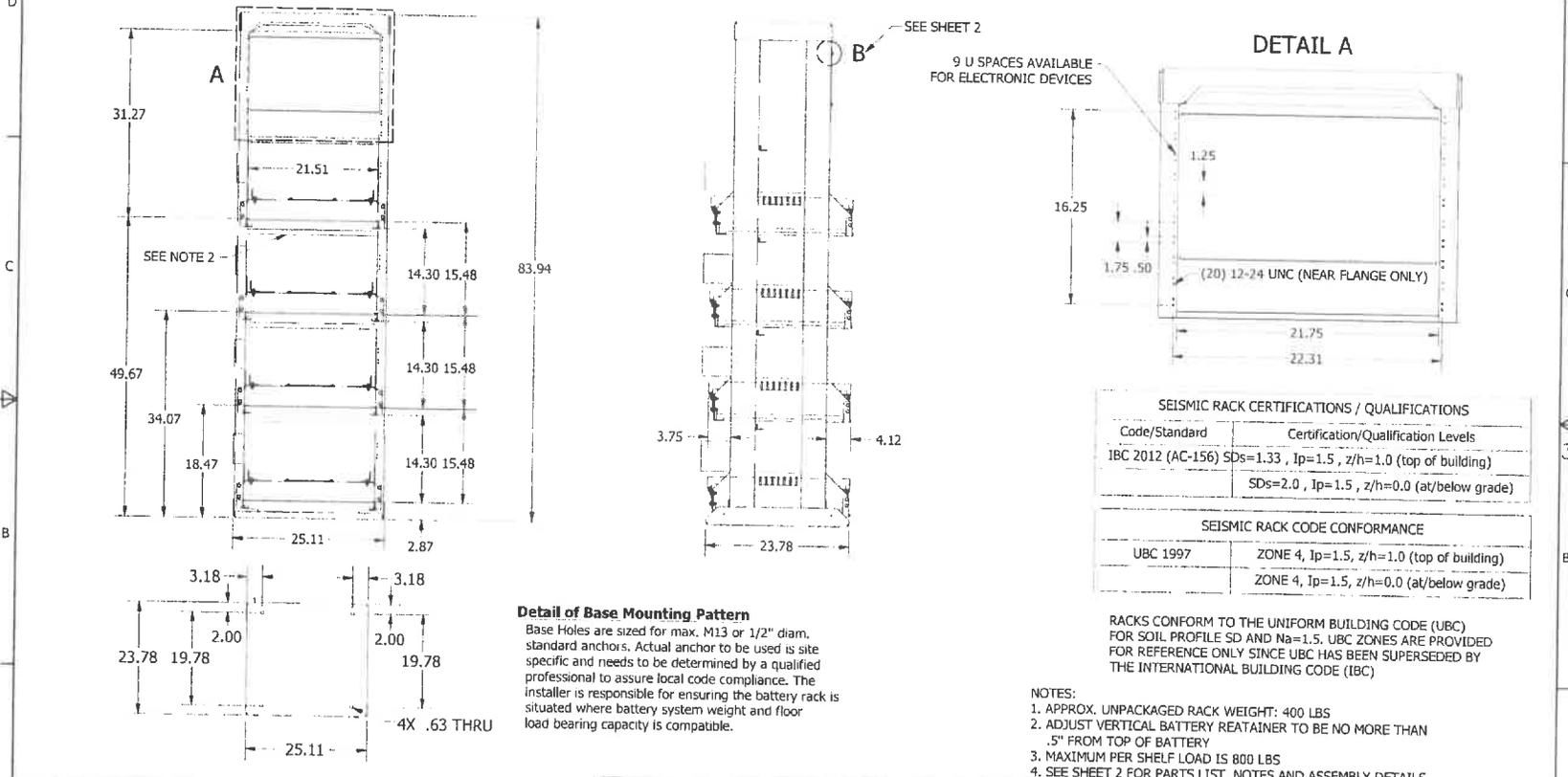
VALDEZ CRAIN TERMINAL
 SITE No. 904
 1460 CONTAINER TERMINAL WAY
 VALDEZ, AK 99686
 PROJECT - AK PLAN LTE UPGRADE

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
EQ2

Drawing Number: Y0174	Rack Model: FA4W2-2-4T#-P48				
Description: 7' x 23" 4 Post, 4 Tray, Welded Zone IV Certified, 48V Rack					

REVISION HISTORY					
REV	DESCRIPTION	ENG	QA	DATE	
A1	Updated Border, Updated Description	M.H.	M.H.	11/3/14	



Detail of Base Mounting Pattern
 Base Holes are sized for max. M13 or 1/2" diam. standard anchors. Actual anchor to be used is site specific and needs to be determined by a qualified professional to assure local code compliance. The installer is responsible for ensuring the battery rack is situated where battery system weight and floor load bearing capacity is compatible.

SEISMIC RACK CERTIFICATIONS / QUALIFICATIONS	
Code/Standard	Certification/Qualification Levels
IBC 2012 (AC-156)	SDs=1.33, Ip=1.5, z/h=1.0 (top of building) SDs=2.0, Ip=1.5, z/h=0.0 (at/below grade)

SEISMIC RACK CODE CONFORMANCE	
Code/Standard	Zone/Qualification Levels
UBC 1997	ZONE 4, Ip=1.5, z/h=1.0 (top of building) ZONE 4, Ip=1.5, z/h=0.0 (at/below grade)

RACKS CONFORM TO THE UNIFORM BUILDING CODE (UBC) FOR SOIL PROFILE SD AND Na=1.5. UBC ZONES ARE PROVIDED FOR REFERENCE ONLY SINCE UBC HAS BEEN SUPERSEDED BY THE INTERNATIONAL BUILDING CODE (IBC)

- NOTES:
 1. APPROX. UNPACKAGED RACK WEIGHT: 400 LBS
 2. ADJUST VERTICAL BATTERY RETAINER TO BE NO MORE THAN .5" FROM TOP OF BATTERY
 3. MAXIMUM PER SHELF LOAD IS 800 LBS
 4. SEE SHEET 2 FOR PARTS LIST, NOTES AND ASSEMBLY DETAILS.

WINGGUARD	5534 Olive Street Montclair, CA 91763 PH. 844.352.7885 FAX. 866.810.6658 www.aptusfil.com	Information contained in this drawing is the sole property of Aptus. Any reproductions in part or as a whole without the written permission of Aptus is strictly prohibited.	Approval		Date 8/25/14	Date of Origin 10/23/14	REV A1
			QA M.H.	Date 11/3/14			
DO NOT MANUALLY REVISE OR UPDATE			Drawn by: M.H.		FSCM NO: _____ Sheet: 1 of 3 Scale: NTS		

4--POST EQUIPMENT RACK DETAIL

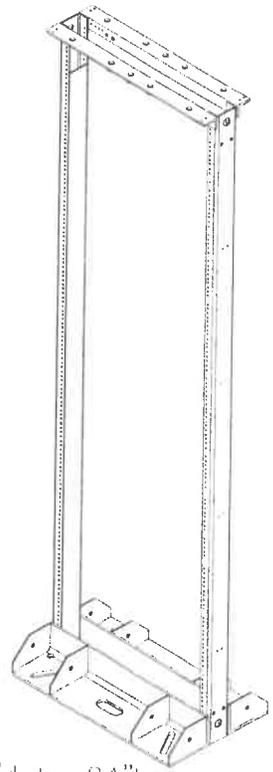
SCALE
 NTS

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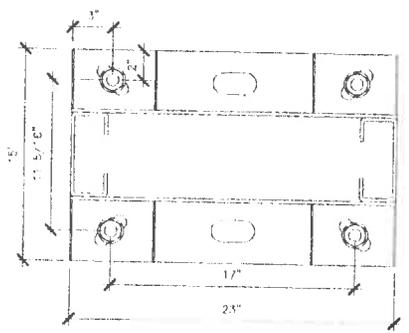
A. H. TELECOM

18011 PRINCEWILL BLVD
SANTA FE SPRINGS, LA. 70672
PH: (888)999-4239
FAX: (888)999-0207
WWW.AHTELECOM.COM



EIA Pattern
1/2", 5/8", 5/8"
12/24 Threaded hole
Gray Powder coat
44 RU

23"w by 15"d by 84"h
02381-5 23" Zone 4 Wyle Lab Tested rack at 1200 lbs unsupported at the top.



EQUIPMENT RACK FOOTPRINT

SCALE
N.T.S. 2

DETAIL NOT USED

SCALE
N.T.S. 1

SCALE
N.T.S. 3



REVISIONS:

REV	DATE	DESCRIPTION	BY
A	12/15/20	ISSUED FOR REVIEW (R)	
B	12/22/20	ISSUED FOR REVIEW (R)	
C	02/16/21	TOOK COMMENTS INTO CONSTRUCTION SET	CAT

NOT FOR CONSTRUCTION UNLESS LABELLED AS CONSTRUCTION SET

FOR
REFERENCE
ONLY

DATE: _____

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VALDEZ GRAIN TERMINAL
SITE No. 904
1460 CONTAINER TERMINAL WAY
VALDEZ, AK 99586
PROJECT - AK PLAN LTE
UPGRADE

SHEET TITLE
**EQUIPMENT
DETAILS**

SHEET NUMBER
EQ3



REVISIONS

REV	DATE	DESCRIPTION
A	1/7/20	ISSUED FOR REVIEW DRG.
B	1/7/20	ISSUED FOR REVIEW DRG.
D	01/16/21	ISSUED FOR REVIEW DRG.



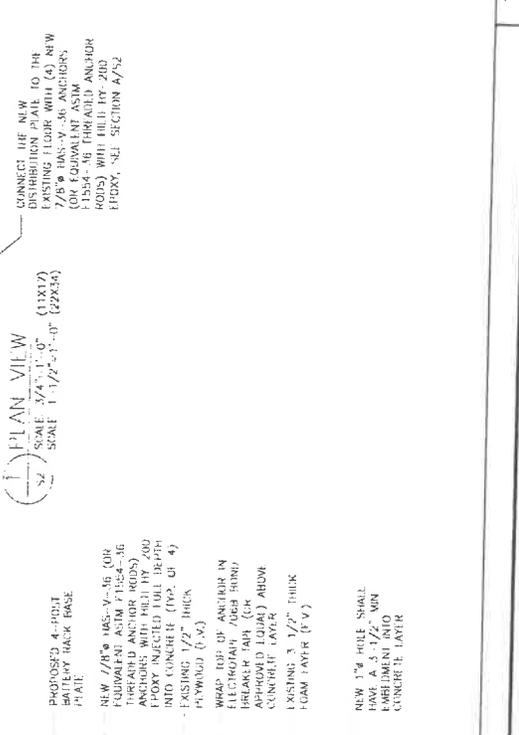
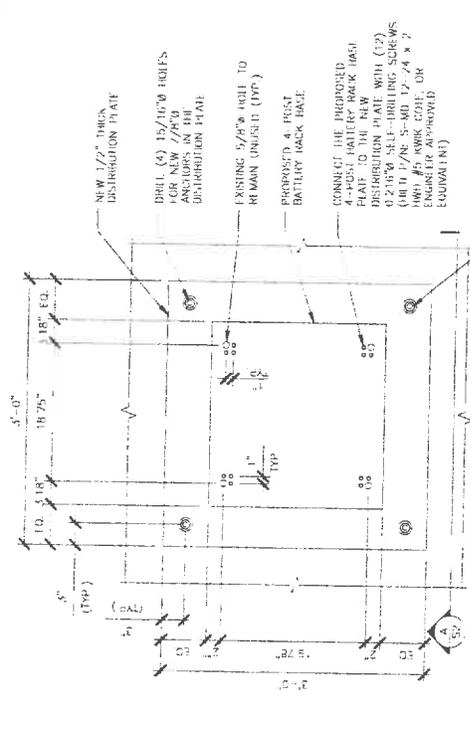
VALDEZ GRAIN TERMINAL
 SITE NO. 304
 1460 CONTAINER TERMINAL WAY
 VALDEZ, AK 99686
 PROJECT UPGRADE

SHEET TITLE
 SHELTER
 DETAILS &
 SECTIONS

SHEET NUMBER
S2

MODIFICATION SCHEDULE

MEMBER NO.	ELEVATION	EXISTING MEMBER	NEW MEMBER	REFERENCE DETAIL/SHEET
ANCHOR RODS	0'-0"	(2) 4-POST BATTERY RACKS	(4) 7/8" ANCHOR RODS	1/S2
ANCHOR RODS	0'-0"	(1) 2-POST EQUIPMENT RACK	(4) 7/8" ANCHOR RODS	2/S2



INSTALL A NEW DISTRIBUTION TRAIL BEHIND THE PROPOSED BATTERY RACKS.

INSTALL NEW ANCHOR RODS TO THE PROPOSED EQUIPMENT RACK.

INSTALL NEW 7/8" ANCHOR RODS TO THE PROPOSED BATTERY RACKS.

INSTALL NEW 7/8" ANCHOR RODS TO THE PROPOSED EQUIPMENT RACK.

DRILL (4) 15/16" HOLES FOR NEW 7/8" ANCHOR RODS IN THE DISTRIBUTION TRAIL.

EXISTING 5/8" HOLE TO REMAIN UNUSED (TYP.)

PROPOSED 4-POST BATTERY RACK BASE.

CONNECT THE PROPOSED 4-POST BATTERY RACK BASE PLATE TO THE NEW DISTRIBUTION TRAIL WITH (2) 1/2" DIA. S-100 X 2" (OR EQUIVALENT) BOLTS AND (2) 1/2" DIA. S-100 X 2" (OR EQUIVALENT) NUTS AND WASHERS.

CONNECT THE NEW DISTRIBUTION TRAIL TO THE EXISTING FLOOR WITH (4) NEW 7/8" DIA. S-36 ANCHORS (OR EQUIVALENT ASIM RODS) WITH THE FACED ANCHOR RODS WITH THE SECTION A/A' EPOXY. SEE SECTION A/A'.

PROPOSED 4-POST BATTERY RACK BASE PLATE.

NEW 7/8" DIA. S-36 (OR EQUIVALENT ASIM ROD) ANCHORS WITH 1/2" DIA. 200 EPOXY INJECTED FULL DEPTH AND CONCRETE (TYP. OF 4) FLOWED (TYP.)

WRAP TOP OF ANCHOR IN FIBERGLASS FIBER TUBING APPROPRIATE TO THE ANCHOR CONCRETE LAYER.

EXISTING 3/4" THICK FLOOR LAYER (F.V.)

NEW 1/2" MIN. THICKNESS CONCRETE WITH EMBLEMMENT AND CONCRETE LAYER.

INSTALL NEW 7/8" ANCHOR RODS TO THE PROPOSED BATTERY RACKS WITH THE NEW 200 EPOXY WITH THE NEW 3/4" THICK FLOOR LAYER (F.V.).

EXISTING 20 GA. STEEL FLOOR.

EXISTING 20 GA. STEEL FLOOR.

DRILL 1/2" HOLES THROUGH EXISTING 20 GA. STEEL FLOOR AND CONCRETE LAYER FOR NEW ANCHORS.

EXISTING CONCRETE LAYER (6" MIN. THICKNESS REQUIRED, F.V.)

NEW 1/2" DIA. S-36 (OR EQUIVALENT ASIM ROD) ANCHORS WITH 1/2" DIA. 200 EPOXY INJECTED FULL DEPTH AND CONCRETE (TYP. OF 4) FLOWED (TYP.)

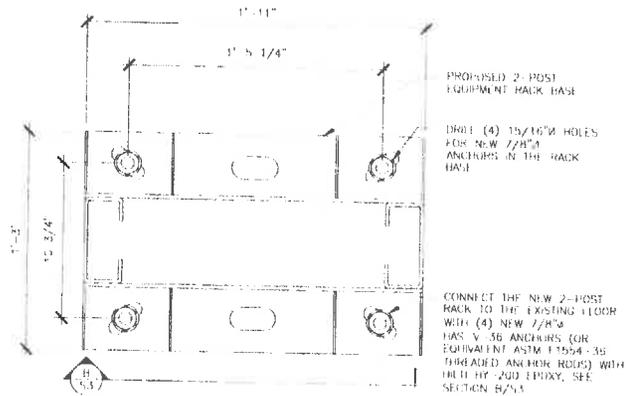
WRAP TOP OF ANCHOR IN FIBERGLASS FIBER TUBING APPROPRIATE TO THE ANCHOR CONCRETE LAYER.

EXISTING 3/4" THICK FLOOR LAYER (F.V.)

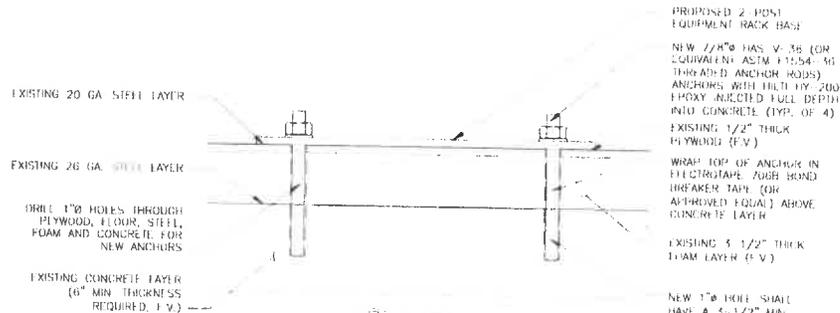
NEW 1/2" MIN. THICKNESS CONCRETE WITH EMBLEMMENT AND CONCRETE LAYER.

NOTES:
 1. EPOXY SHALL BE INSTALLED TO THE DEPTH OF THE HOLE THROUGH THE FLOOR AND CONCRETE.

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY MAJORS. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO MAJORS SERVICES IS STRICTLY PROHIBITED.



(A) PLAN VIEW
SCALE: 1'-1/2" = 1'-0" (1/2X1/2)
SCALE: 3" = 1'-0" (1/2X3/4)



(B) SECTION
SCALE: 1'-1/2" = 1'-0" (1/2X1/2)
SCALE: 3" = 1'-0" (1/2X3/4)

NOTES:
1. EPOXY SHALL BE INSTALLED FULL DEPTH OF THE HOLE THROUGH THE FLOOR AND CONCRETE.



REVISIONS			
REV.	DATE	DESCRIPTION	BY
A	12/15/20	ISSUED FOR REVIEW (DR)	
B	12/22/20	ISSUED FOR REVIEW (DR)	
C	02/16/21	FROM DRAWINGS TO CONSTRUCTION SET	CAF

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET



VALDEZ GRAIN TERMINAL
SITE No. 804
1460 CONTAINER TERMINAL WAY
VALDEZ, AK 99686
PROJECT - AK PLAN LTE
UPGRADE

SHEET TITLE
**SHELTER
DETAILS &
SECTIONS**

SHEET NUMBER
S3

SHELTER DETAILS & SECTIONS

THE INFORMATION CONTAINED IN THIS CONSTRUCTION DOCUMENT IS PROPRIETARY TO GOLDER AND ASSOCIATES INC. OR ITS AFFILIATES. ANY USE OR DISCLOSURE OTHER THAN THAT SPECIFICALLY AUTHORIZED BY GOLDER AND ASSOCIATES INC. OR ITS AFFILIATES IS STRICTLY PROHIBITED.

STRUCTURAL STEEL		
AFTER BOLTING (TABLE NO. 8-3, AISC 360-10):		
INCLEMENT ACCEPTANCE OR REJECTION OF BOLTED CONNECTIONS	<input checked="" type="checkbox"/> CONTINUOUS	<input type="checkbox"/> PERIODIC
OTHER STEEL INSPECTIONS (SECTION NO. 7, AISC 360-10; TABLES JO-1 & JO-2, AISC 341-10):		
STRUCTURAL STEEL IN TANKS	<input type="checkbox"/> CONTINUOUS	<input checked="" type="checkbox"/> PERIODIC
ANCHOR BOLTS AND OTHER EMBEDMENTS SUPPORTING STRUCTURAL STEEL	<input type="checkbox"/> CONTINUOUS	<input checked="" type="checkbox"/> PERIODIC

CONCRETE CONSTRUCTION (IBC 1705.3 & 1705.12.1)		
POST-INSTALLED ANCHORS OR BOLTS	<input type="checkbox"/> CONTINUOUS	<input checked="" type="checkbox"/> PERIODIC
ALL POST-INSTALLED ANCHORS/BOLTS SHALL BE VISUALLY INSPECTED AS REQUIRED BY THE APPROVED ICC'S BEFORE.		

FABRICATORS (IBC 1704.2.5)		
<input type="checkbox"/> APPROVED FABRICATOR	YES	NO
<input type="checkbox"/> UNAPPROVED FABRICATOR	YES	NO
FABRICATOR'S NAME:		
FABRICATOR'S PLANT LOCATION:		
REQUIRED IN-PLANE INSPECTIONS:	<input type="checkbox"/> STEEL CONSTRUCTION	<input type="checkbox"/> CONCRETE CONSTRUCTION
	<input type="checkbox"/> WELD CONSTRUCTION	<input type="checkbox"/> OTHER



REVISIONS			
REV	DATE	DESCRIPTION	BY
A	12/15/20	ISSUED FOR REVIEW	DB
B	12/22/20	ISSUED FOR REVIEW	DBH
C	02/16/21	ISSUE DRAWINGS	CAI

NOT FOR CONSTRUCTION UNLESS LAMINATED AS CONSTRUCTION SET



I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER IN THE STATE OF ALASKA

VALDEZ CRAIN TERMINAL
SITE No. 904
1460 CONTAINER TERMINAL WAY
VALDEZ, AK 99686
PROJECT - AK PLAN LTE
UPGRADE

SHEET TITLE
SPECIAL INSPECTION CHECKLIST

SHEET NUMBER
S5

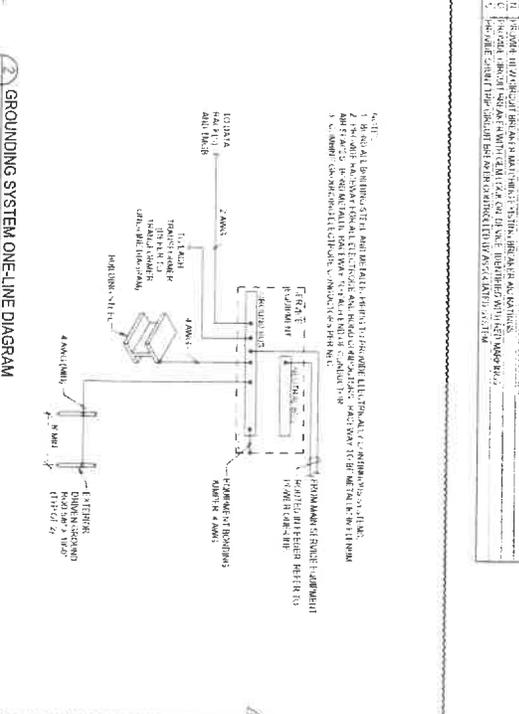
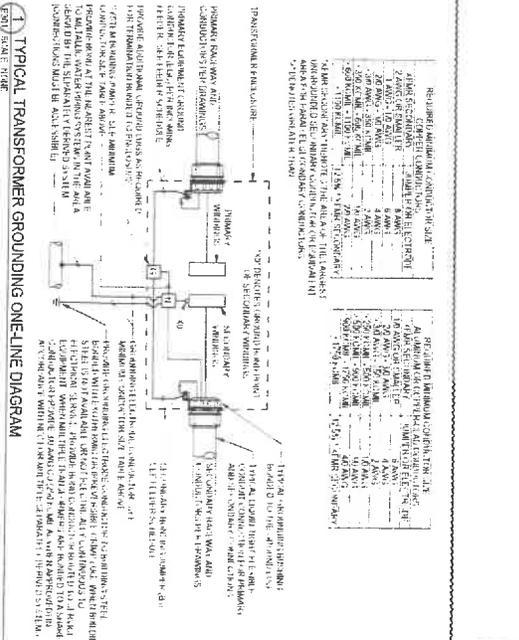
SPECIAL INSPECTION CHECKLIST

SCALE
N.T.S. 1

(N)PANEL GCI SCHEDULE

LOADING AREA

CRIT. N.	LOAD Description	AMP	A	P	F	W	LOAD Description	AMP	A	P	W
1	Panel 1	100	100	100	100	100	Panel 1	100	100	100	100
2	Panel 2	100	100	100	100	100	Panel 2	100	100	100	100
3	Panel 3	100	100	100	100	100	Panel 3	100	100	100	100
4	Panel 4	100	100	100	100	100	Panel 4	100	100	100	100
5	Panel 5	100	100	100	100	100	Panel 5	100	100	100	100
6	Panel 6	100	100	100	100	100	Panel 6	100	100	100	100
7	Panel 7	100	100	100	100	100	Panel 7	100	100	100	100
8	Panel 8	100	100	100	100	100	Panel 8	100	100	100	100
9	Panel 9	100	100	100	100	100	Panel 9	100	100	100	100
10	Panel 10	100	100	100	100	100	Panel 10	100	100	100	100
11	Panel 11	100	100	100	100	100	Panel 11	100	100	100	100
12	Panel 12	100	100	100	100	100	Panel 12	100	100	100	100
13	Panel 13	100	100	100	100	100	Panel 13	100	100	100	100
14	Panel 14	100	100	100	100	100	Panel 14	100	100	100	100
15	Panel 15	100	100	100	100	100	Panel 15	100	100	100	100
16	Panel 16	100	100	100	100	100	Panel 16	100	100	100	100
17	Panel 17	100	100	100	100	100	Panel 17	100	100	100	100
18	Panel 18	100	100	100	100	100	Panel 18	100	100	100	100
19	Panel 19	100	100	100	100	100	Panel 19	100	100	100	100
20	Panel 20	100	100	100	100	100	Panel 20	100	100	100	100
21	Panel 21	100	100	100	100	100	Panel 21	100	100	100	100
22	Panel 22	100	100	100	100	100	Panel 22	100	100	100	100
23	Panel 23	100	100	100	100	100	Panel 23	100	100	100	100
24	Panel 24	100	100	100	100	100	Panel 24	100	100	100	100
25	Panel 25	100	100	100	100	100	Panel 25	100	100	100	100
26	Panel 26	100	100	100	100	100	Panel 26	100	100	100	100
27	Panel 27	100	100	100	100	100	Panel 27	100	100	100	100
28	Panel 28	100	100	100	100	100	Panel 28	100	100	100	100
29	Panel 29	100	100	100	100	100	Panel 29	100	100	100	100
30	Panel 30	100	100	100	100	100	Panel 30	100	100	100	100
31	Panel 31	100	100	100	100	100	Panel 31	100	100	100	100
32	Panel 32	100	100	100	100	100	Panel 32	100	100	100	100
33	Panel 33	100	100	100	100	100	Panel 33	100	100	100	100
34	Panel 34	100	100	100	100	100	Panel 34	100	100	100	100
35	Panel 35	100	100	100	100	100	Panel 35	100	100	100	100
36	Panel 36	100	100	100	100	100	Panel 36	100	100	100	100
37	Panel 37	100	100	100	100	100	Panel 37	100	100	100	100
38	Panel 38	100	100	100	100	100	Panel 38	100	100	100	100
39	Panel 39	100	100	100	100	100	Panel 39	100	100	100	100
40	Panel 40	100	100	100	100	100	Panel 40	100	100	100	100
41	Panel 41	100	100	100	100	100	Panel 41	100	100	100	100
42	Panel 42	100	100	100	100	100	Panel 42	100	100	100	100
43	Panel 43	100	100	100	100	100	Panel 43	100	100	100	100
44	Panel 44	100	100	100	100	100	Panel 44	100	100	100	100
45	Panel 45	100	100	100	100	100	Panel 45	100	100	100	100
46	Panel 46	100	100	100	100	100	Panel 46	100	100	100	100
47	Panel 47	100	100	100	100	100	Panel 47	100	100	100	100
48	Panel 48	100	100	100	100	100	Panel 48	100	100	100	100
49	Panel 49	100	100	100	100	100	Panel 49	100	100	100	100
50	Panel 50	100	100	100	100	100	Panel 50	100	100	100	100
51	Panel 51	100	100	100	100	100	Panel 51	100	100	100	100
52	Panel 52	100	100	100	100	100	Panel 52	100	100	100	100
53	Panel 53	100	100	100	100	100	Panel 53	100	100	100	100
54	Panel 54	100	100	100	100	100	Panel 54	100	100	100	100
55	Panel 55	100	100	100	100	100	Panel 55	100	100	100	100
56	Panel 56	100	100	100	100	100	Panel 56	100	100	100	100
57	Panel 57	100	100	100	100	100	Panel 57	100	100	100	100
58	Panel 58	100	100	100	100	100	Panel 58	100	100	100	100
59	Panel 59	100	100	100	100	100	Panel 59	100	100	100	100
60	Panel 60	100	100	100	100	100	Panel 60	100	100	100	100
61	Panel 61	100	100	100	100	100	Panel 61	100	100	100	100
62	Panel 62	100	100	100	100	100	Panel 62	100	100	100	100
63	Panel 63	100	100	100	100	100	Panel 63	100	100	100	100
64	Panel 64	100	100	100	100	100	Panel 64	100	100	100	100
65	Panel 65	100	100	100	100	100	Panel 65	100	100	100	100
66	Panel 66	100	100	100	100	100	Panel 66	100	100	100	100
67	Panel 67	100	100	100	100	100	Panel 67	100	100	100	100
68	Panel 68	100	100	100	100	100	Panel 68	100	100	100	100
69	Panel 69	100	100	100	100	100	Panel 69	100	100	100	100
70	Panel 70	100	100	100	100	100	Panel 70	100	100	100	100
71	Panel 71	100	100	100	100	100	Panel 71	100	100	100	100
TOTAL WAMPAGE		100	100	100	100	100	TOTAL WAMPAGE		100	100	100
CONNECTED		100	100	100	100	100	CONNECTED		100	100	100
RECALCULATED		100	100	100	100	100	RECALCULATED		100	100	100
TOTAL WAMPAGE		100	100	100	100	100	TOTAL WAMPAGE		100	100	100



LOAD CLASSIFICATION SCHEDULE

LOADING AREA

CLASS	DESCRIPTION
1	Panel 1
2	Panel 2
3	Panel 3
4	Panel 4
5	Panel 5
6	Panel 6
7	Panel 7
8	Panel 8
9	Panel 9
10	Panel 10
11	Panel 11
12	Panel 12
13	Panel 13
14	Panel 14
15	Panel 15
16	Panel 16
17	Panel 17
18	Panel 18
19	Panel 19
20	Panel 20
21	Panel 21
22	Panel 22
23	Panel 23
24	Panel 24
25	Panel 25
26	Panel 26
27	Panel 27
28	Panel 28
29	Panel 29
30	Panel 30
31	Panel 31
32	Panel 32
33	Panel 33
34	Panel 34
35	Panel 35
36	Panel 36
37	Panel 37
38	Panel 38
39	Panel 39
40	Panel 40
41	Panel 41
42	Panel 42
43	Panel 43
44	Panel 44
45	Panel 45
46	Panel 46
47	Panel 47
48	Panel 48
49	Panel 49
50	Panel 50
51	Panel 51
52	Panel 52
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55	Panel 55
56	Panel 56
57	Panel 57
58	Panel 58
59	Panel 59
60	Panel 60
61	Panel 61
62	Panel 62
63	Panel 63
64	Panel 64
65	Panel 65
66	Panel 66
67	Panel 67
68	Panel 68
69	Panel 69
70	Panel 70
71	Panel 71

LOAD CLASSIFICATION SCHEDULE NOTES

1. This schedule is for the loading area.
2. The load classification is based on the load description.
3. The load classification is based on the load description.
4. The load classification is based on the load description.
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47. The load classification is based on the load description.
48. The load classification is based on the load description.
49. The load classification is based on the load description

EXHIBIT C

Modification Application Form

User: _____

Address: _____

Modification Requested: _____

Describe New or Modified Equipment: _____

Dates Requested for Completion of Modification: _____

Names of Certified Climber(s) Completing Modification: _____

Submitted Revised Exhibit B? YES/NO

Submitted \$1,500 Modification Application Fee? YES/NO

Signature: _____

Name: _____

Date: _____



Legislation Text

File #: 26-0021, **Version:** 1

ITEM TITLE:

Approval of 5 Year Communications Agreement with Copper Valley Telecommunication (CVTC)

SUBMITTED BY: Andrew Doherty, Port Operations MGR

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve 5 Year Communications Agreement with Copper Valley Telecommunication (CVTC).

SUMMARY STATEMENT:

Based on Resolution 20-63, which establishing the rates for the communications site at the Valdez Container Terminal, the Port of Valdez has received notice from Copper Valley Telecommunication (CVTC) confirming the provider's intent to exercise their first option to extend their respective Cell Use Agreements for an additional five (5) year term, extending the agreements from January 1, 2026 through December 31, 2030.

Additionally, the City of Valdez Legal Team has reviewed the drafted agreement, and they have been approved as to form.

**PORT OF VALDEZ
COMMUNICATIONS USE AGREEMENT
AMENDMENT NO. 1**

This Communication Site Use Agreement Amendment No. 1 is hereby entered into on this ____ day of _____, 2026, between the **CITY OF VALDEZ, ALASKA** (“City”), a municipal corporation, whose address is P.O. Box 307, Valdez, Alaska 99686, and **COPPER VALLEY TELEPHONE COOPERATIVE** (“CVTC” or “User”), with regard to that certain Use Agreement described below.

WHEREAS, the City and CVTC predecessors in interest entered into a Use Agreement, effective October 1, 2020, thereto (collectively “Use Agreement”) for the use of the Valdez Grain Terminal Facilities for a communication equipment site; and,

WHEREAS, the Use Agreement provides for options to extend the term of the Use Agreement for two (2) successive periods of five (5) years each; and,

WHEREAS, CVTC wishes to exercise the first option to extend the term of the Use Agreement for a period of five (5) years; and,

THEREFORE, the parties wish to modify the Use Agreement as follows:

1. Paragraph 2. Fees, is hereby amended as follows:

User shall pay to the City, in exchange for the right and privilege to use the Premises as is permitted under this Agreement, and for the Term thereof, the sum of **TWENTY-THREE THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS and NO CENTS (\$23,185.00)** per year (“Fee”). The Fee shall increase annually by **THREE (3) PERCENT** rounded to the nearest dollar unless otherwise adjusted by resolution of the Valdez City Council. Annual Fees for the term of this Agreement shall be:

2026 – \$23,185
2027 – \$23,881
2028 – \$24,597
2029 – \$25,335
2030 – \$26,095

2. Paragraph 3. Term, is hereby extended as follows:

The term of the Use Agreement shall be extended for a period of five (5) years, commencing on **January 1, 2026 and terminating on December 31, 2030** unless the Use Agreement is terminated at some earlier date as provided therein.

All other provisions of the Use Agreement will remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Use Agreement Amendment No. 1 as of the day and year first above written.

[SIGNATURES TO FOLLOW]

**COPPER VALLEY TELEPHONE
COOPERATIVE AUTHORIZED:**

By: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Dennis Flemming, Mayor

Date: _____

ATTEST:

Sheri Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

Jeremy Talbott, Ports and Harbor Director

Date: _____

APPROVED AS TO FORM:

Bena, Bell & Walker, P.C.

Jake W. Staser

Date: _____

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 20-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ESTABLISHING A LEASE RATE FOR COMMUNICATIONS SITE USE AT THE VALDEZ CONTAINER TERMINAL

WHEREAS, the rate for communication site use previously established in Resolution #15-34 shall hereby be rescinded and replaced by Resolution No. 20-63; and

WHEREAS, the City Council has determined that adjustments in rates and fees are necessary in order to provide for adequate funding for Port operations.

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

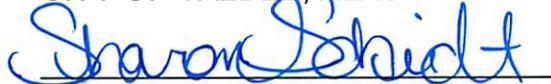
Section 1. Resolution #15-34 remains in effect for all Port Fees except Communications Site Use.

Section 2. The following rate for Communications Site Agreements and charges provided by the City of Valdez are hereby established:

- | | |
|---|--|
| 1. Communications Site Agreement | \$20,000.00 annually
+ 3% annual increase |
| 2. Communications Site Agreement
Electric | Per kWh cost
+ \$0.025 per kWh per month |
| 3. Communications Site Agreement
Application for Amendment | \$1,500.00 per application |

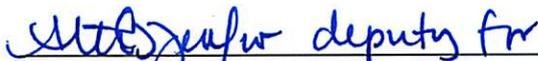
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 17th day of November, 2020.

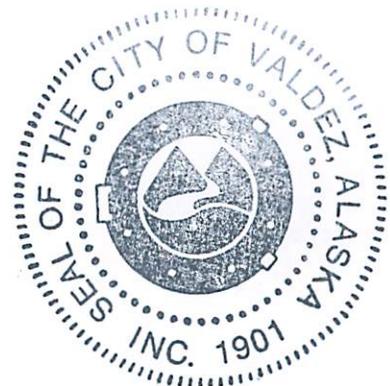
CITY OF VALDEZ, ALASKA



Sharon Scheidt, Mayor Pro-Tem

ATTEST:


Sheri L. Pierce, MMC, City Clerk



CITY OF VALDEZ, ALASKA

RESOLUTION #15-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, NAMING THE RATES AND FEES FOR PORT PERMITS, AGREEMENTS, AND CHARGES AND REPEALING RESOLUTION 12-22 FORMERLY NAMING SUCH RATES AND FEES

WHEREAS, the City of Valdez has established section 11.05 of the Valdez Municipal Code governing the use of the City's Port Facilities; and

WHEREAS, the City issues a variety of permits and agreements for use of the Port Facilities; and

WHEREAS, Resolution No. 99-19 established the fee for Port Vendors and Resolution No. 02-73 Set a Rate for Communication Site Use Agreements; and

WHEREAS Resolution No. 03-09 established a Waterfront Commercial Work Permit; and Waterfront Commercial Work Permit Policies and Procedures; and

WHEREAS Resolution No. 03-12 established a Waterfront Commercial Work Permit fee and named all Port Facility fees and repealed all previous resolutions establishing various fees; and

WHEREAS Resolution No. 09-15 repealed Resolution No. 03-09 establishing a Waterfront Commercial Work Permit and Waterfront Commercial Work Permit Policies and Procedures; and

WHEREAS Resolution No. 10-19 established fees for the use of the John Thomas Kelsey Municipal Dock uplands and named all Port Facility fees and repealed all previous resolutions establishing various fees; and

WHEREAS, cruise ships no longer call at the Valdez Container Terminal and Port Vendors no longer require access to the facility; and

WHEREAS, Resolution No. 12-22 eliminated the Port Vendor Permit fee; and

WHEREAS, the City Council has determined that adjustments in rates and fees are necessary in order to provide for adequate funding for Port operations.

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

Section 1. Resolution No.12-22 is hereby repealed.

Section 2. The following rates for Port Permits, Agreements, and charges provided by the City of Valdez are hereby established:

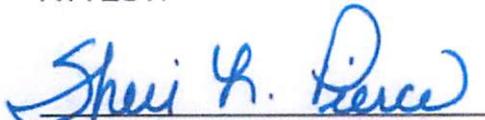
- | | |
|--|--|
| 1. Stevedoring Services Permit | \$5,000.00 6,922.00 annually |
| 2. Special Use Permit | Approved by Council on an individual basis |
| 3. Building Lease Agreement | 10% of Fair Market Value |
| 4. Communications Site Agreement | \$750 800.00 per month |
| 5. Special Use Agreement | Approved by Council on an individual basis |
| 6. John Thomas Kelsey Municipal Dock Uplands Fees: | |
| A. Rental for Plaza or Parking Lot | \$50 per 6 hour period
\$150 per 24 hour period |
| B. Rental for Plaza or Parking Lot Commercial Rate | \$20 per hour
\$300 per 24 hour period |
| C. Damage/Cleaning Deposit | \$75 |
| D. Electricity Charge | \$20 per 24 hour period |
| E. Use of Propane Heaters | \$22 per Heater |

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 3rd day of August, 2015.

CITY OF VALDEZ, ALASKA


Larry Weaver, Mayor

ATTEST:


Sheri L. Pierce, MMC, City Clerk



Appraisal Company of Alaska

3940 ARCTIC BOULEVARD, SUITE 103
ANCHORAGE, ALASKA 99503
office@appraisalalaska.com

July 7, 2015

Diane Kinney, Port Director
City of Valdez
P.O. Box 307
Valdez, Alaska 99686

Re: Valdez Container Terminal Cell Site

Dear Ms. Kinney:

I have researched the market for information and lease data regarding for the container terminal cellular site. The range of value for cell site depends on a number of factors. These included but are not limited to the following:

- 1) area of the site
- 2) size of any structures
- 3) drop radius of the tower
- 4) location (coverage area)
- 5) who pays for electricity

In general site leases are based on the above criteria and ranged from \$633.00 per month to \$1650.00 per month.

Rates appear to be in relation to size of the market area.

Also the larger the site, and the extent of utilities provided, the higher the lease rate.

In Alaska, the following communities have negotiated cellular sites:

Seward	8% of the fair market value of the land.
Kenai Peninsula Borough	\$7,600/year (\$633 per month) with 3% increase per year.
Anchorage	\$1650/month for a larger site with 5 year escalation.
Kivalina	\$700/month for a 3925 SF site.

Other Alaska cell sites for smaller installations ranged from \$220/month to \$500/month in the Kenai Peninsula Borough, plus a 3% increase per year. Other Anchorage sites were as high as \$800 to \$1200 a month plus a 3% increase per year.

Considering the location within Valdez in comparison to other Alaskan communities, I would recommend the amended lease rate at \$800.00 per month.

Sincerely,

APPRAISAL COMPANY OF ALASKA



Michael C. Renfro
Contract Assessor
City of Valdez



Appraisal Company of Alaska

MEMORANDUM

To: Mr. Jeremy Talbott and Ms. Jenessa Ables

Cc: Mr. Jake W. Staser, Esq.

From: Mr. Todd Ruggiero, Cell Site Support Services, LLC

Date: July 20, 2020

Subject: Analysis of City of Valdez Use Agreements

This memorandum is intended to provide specific analysis of the City of Valdez's current Use Agreements with multiple wireless carriers (and a tower company) located at the Valdez Grain Terminal. The analysis is informed by the review of hundreds of site agreements between cell carriers, tower companies and municipalities, counties and other governmental entities over the past twenty years. Our review and analysis is limited to the documents that were provided to us. Any additional documentation that becomes available may be provided to us and we will review to determine its affect, if any, on our analysis.

Since 9/11, site agreements with governmental entities for cell sites changed dramatically in favor of governmental entities due to a renewed focus on public safety and the provision of services to the public being of paramount importance. Initially, carriers and tower companies struggled with accepting relatively unilateral terms and conditions in favor of the cities, counties and other governmental entities, but over the years, it has become much more common for carriers and tower companies to accept site agreements with unilateral terms protecting the government entity. The recommendations in regards to the City's existing Use Agreements are made in line with the above background and in line with common practice today in with respect to site agreements in the governmental and quasi-governmental sector.

This memorandum does not consider federal regulations that pertain specifically to collocations which affect a municipality's discretion over whether to approve a zoning permit for a proposed site where there is already an existing lessee/licensee/permittee/user. Other recent regulations promulgated by the FCC affect small cell deployments and installations in public right of ways. The analysis of the Use Agreements herein does not include zoning approvals and permits, nor sites located in public right of ways. This analysis focuses on the existing leases for the macro cell sites located in, around and on the Grain Terminal and makes recommendations for improving the City's current Use Agreements as outlined below.

Existing Use Agreements

I. **AT&T** (originally McCaw) Use Agreement, dated May 8, 1995, as amended four times

1) **Equipment (Section 5):**

a) Terminal: MW dishes, antennas, wave guides, coax cables and related electrical equipment;

b) Ground: 288 sf of ground space for 1 building no taller than 15' plus sufficient area for a snow roof;

c) **Recommendation:** Add exhibit(s) to Use Agreement depicting location of equipment on Terminal and location of all ground equipment, including utilities and access.

2) **Current Annual Use Fee (Amendment No. 4):** \$9,600.00

a) **Recommend Annual Use Fee:** \$20,000.00+ (depending on equipment on Terminal)

3) **Annual Escalation:** None in Amendment No. 4

a) **Recommend Annual Use Fee Escalation:** 3%

4) **Term (Sections 3-4):** There is one 5-year extension remaining under the original Use Agreement. The City has the right to increase the Use Fee to fair market value of the use. **Recommend** increasing the monthly Use Fee to \$20,000.00+. Although this might seem like a steep increase from the current Use Fee, that is really because the current Use Fee is way below market rents.

a) With respect to commencement dates, Jenessa raised a good point regarding the administration of the City's Use Agreements. Many municipalities have elected to have all of their agreements be tied to the calendar year or their fiscal year for ease of administration. This makes it easier to track payments and escalations, expirations, etc. The carriers are familiar with this request and will likely not have an objection.

5) **Consent Required (Section 6): Recommendation:** Included with the City's right to consent to alterations, additions or improvements, AT&T must be obligated to provide the City with a set of construction drawings detailing the proposed changes for City's review, comment, changes and approval.

6) **Insurance (Section 10): Recommend** that this section be expanded upon, both from a coverage and limits standpoint. City must be named as an additional insured on all policies. We recommend \$3MM CGL with an umbrella of \$5MM, plus workers' comp, employer's liability, business auto liability. If City owns the Terminal, then we recommend that only certified climbers climb the Terminal and that they carry the requisite Tower Climbing Insurance. Tower climbing has been ranked as the most dangerous job in American for many years.

7) **Termination (Section 11): Recommendation:** Expand City's termination rights to include the right to terminate, upon 180 days prior written notice, if the City Council determines that AT&T's Use is inconsistent with the City's desired use of the Terminal and/or Real Property.

8) **Electrical Installation/Usage (Section 16):** AT&T agrees to pay for its electrical usage, but has the right to use the existing port master meter and then have the City bill AT&T for reimbursement. **Question:** Is AT&T paying for its own utilities directly? Or is AT&T submetering off of the master meter and then reimbursing the City for its usage?

9) **Environmental (Section 17):** City has some indemnity obligations under the Use Agreement to AT&T. Many municipalities have refused to include any indemnification in their agreements with third parties for a number of reasons, including public entity liability, advice of counsel and the fact that, for \$9,600.00 per year, or even \$24,000.00 per year, it is not worth indemnifying one of the largest for profit corporations in the U.S. **Recommendation:** Require AT&T to accept the Terminal and real property in its AS IS, WHERE IS condition, with all faults, and no express or implied warranties, or representations that the leased premises is fit for any particular purpose.

10) **Removal. Recommendation:** Add removal provision to site agreement specifically requiring AT&T, at its sole cost and expense, to remove all of its equipment from the Terminal and Real Property and to restore both to their original condition, reasonable wear and tear excepted. This may require a change to **Section 18, Waiver of City's Lien**, as if AT&T leaves equipment at the site after termination, the City needs the right to remove and dispose of it at AT&T's cost. The waiver of lien could present a challenge to removing and disposing of the abandoned equipment. If on the property more than 30 days after the expiration or terminate of the Use Agreement, the property should be deemed abandoned and the City should have the right to do what it needs to do to reclaim the premises, all at AT&T's cost and expense.

11) **Miscellaneous:**

a) **Third Recital of Original Use Agreement:** Alaska Grain Company, Inc. owns the Valdez Grain Terminal and operates it on the property pursuant to a license agreement between the City and AGC dated 12/28/82, modified on 5/31/89. **Recommendation:** If this is not correct, have parties acknowledge such in the next amendment or new use agreement.

b) Add Section 10 from Vertical Bridge Use Agreement to Agreement with AT&T in next amendment, i.e., "**Transportation Worker Identification Credential (TWIC)**".

c) Include an "**Access**" provision with access protocols for routine maintenance, construction work, and emergency access. Limit hours of access except in the event of an emergency and provide a call-in number for emergency access if desired.

d) Add a "Notice" provision to the agreement in the next amendment to detail current addresses and methods of delivery of legal notices, etc.

II. Port of Valdez Communications Site Agreement dated October 1, 2015 with **Vertical Bridge Tower II, LLC (VB II)**, via transfer The Alaska Wireless Network, LLC (**AWN Wireless**), successor in interest to GCI Communication Corp. (GCI). The transfer from AWN to VB II was approved by the City on August 3, 2016.

Vertical Bridge is a tower company that is not a wireless operator, but rather acquires cell towers, rooftop sites and other facilities to sublease to carriers. AWN Tower Company, LLC (**AWN Tower**) is a subsidiary of Vertical Bridge. AWN Wireless subleases space from AWN Tower (VB II). City consented to the sublease in the letter dated May 2, 2016 signed by the Mayor on August 3, 2016. Thus, AWN Tower pays the City a Use Fee (way below market) and AWN Wireless pays AWN Tower a sublease or license fee. As a result, it is likely that VB II is making a substantial profit off of this site.

1) **Equipment (Section 5) and Exhibit A:**

a) Terminal: **Recommendation:** Review equipment and locations shown in drawings for accuracy and obtain list of equipment on Terminal;

b) Ground: One (1) building not to exceed 288 sf in area and 15' in height, plus sufficient area for a snow roof on building. **Recommendation:** Review drawings attached as Exhibit A with current survey of equipment;

c) Exhibit A – Drawings are very old. **Recommendation:** Have lessee provide updated drawings depicting location of equipment and utilities.

2) **Annual Use Fee (Amendment No. 1):** \$9,600.00 through 9/30/2020

a) **Recommend Annual Use Fee: \$20,000.00+** (depending on equipment on Terminal)

3) **Annual Escalation:** None.

a) **Recommend Annual Use Fee Escalation: 3%**

4) **Term (Sections 3-4):** The current term expires on 9/30/2020 and there are 3x5 extensions if the Lessee is not in default. The City has the right to increase the Use Fee to fair market value of the use. **Recommend** increasing the monthly Use Fee to \$20,000.00+.

a) Align commencement dates between Use Agreements per Jenessa's inquiry about doing so previously.

5) **Consent Required (Section 6): Recommendation:** Require Lessee to pay for third party structural analysis when Lessee desires to make equipment modifications on the Terminal.

6) **Insurance (Section 13): Recommend** that specific types of coverage and limits be incorporated into this provision. We recommend \$3MM CGL with an umbrella of \$5MM, plus workers' comp, employer's liability, business auto liability. If City owns the Terminal, then we recommend that only certified climbers climb the Terminal and that they carry the requisite Tower Climbing Insurance.

7) **Electrical Installation/Usage (Section 19):** Lessee agrees to pay for its electrical usage, but has the right to use the existing port master meter and then have the City bill Lessee for reimbursement. **Question:** Is Lessee paying for its own utilities directly? Or is Lessee submetering off of the master meter and then reimbursing the City for its usage?

8) **Environmental (Section 20):** City makes some representations and warranties under the Use Agreement. Due to the high profitability of this site for VB II, the fact that there are sometimes, or have been, ordnance in and around the Port, and the fact that the Use Fee revenue is relatively low in relation to the potential liability, I recommend removing any such representation or warranties by the City. **Recommendation:** As with AT&T, require Lessee to accept the Terminal and real property in its AS IS, WHERE IS condition, with all faults, and no express or implied warranties, or representations that the leased premises is fit for any particular purpose.

10) **Removal. Recommendation:** Add removal provision to site agreement specifically requiring Lessee, at its sole cost and expense, to remove all of its equipment from the Terminal and Real Property and to restore both to their original condition, reasonable wear and tear excepted. This may require a chance to **Section 21, Waiver of City's Lien**, as if Lessee leaves equipment at the site after termination, the City needs the right to remove and dispose of it at Lessee's cost. The waiver of lien could present a challenge to removing and disposing of the abandoned equipment. If on the property more than 30 days after the expiration or terminate of the Use Agreement, the property should be deemed abandoned and the City should have the right to do what it needs to do to reclaim the premises, all at Lessee's cost and expense.

11) **Miscellaneous:**

a) Include an "Access" provision with access protocols for routine maintenance, construction work, and emergency access. Limit hours of access except in the event of an emergency and provide a call-in number for emergency access if desired.

III. Port of Valdez Communications Site Agreement dated October 1, 2015 with Copper Valley Telephone Cooperative.

1) Equipment (Section 5) and Exhibit A:

a) Terminal: No number of MW dishes, antennas, coax, wave guides or electrical equipment is provided. Combined with the very basic Exhibit A, it is difficult to know what equipment Lessee is permitted to maintain. **Recommendation:** Review equipment and locations at site and require Lessee to provide survey of all of its equipment at the site;

b) Ground: One (1) building not to exceed 288 sf in area and 15' in height, plus sufficient area for a snow roof on building; one (1) 12KW diesel standby generator with integrated 100-gallon fuel tank mounted in a weather enclosure. **Recommendation:** Review location of generator in Exhibit A for accuracy and obtain current survey of building location from Lessee;

i) Valdez PD allowed to maintain 2 antennas on the Terminal utilizing Lessee's building for a small 3'x5' receiving box) – **Question:** Does the PD maintain this equipment currently?

c) Exhibit A – Single page drawing is very rudimentary and not reflective of any equipment, other than the generator location. **Recommendation:** Have Lessee provide updated drawings depicting location of equipment and utilities.

2) Annual Use Fee (Amendment No. 1): \$9,600.00 through 9/30/2020

a) **Recommend Annual Use Fee: \$20,000.00+** (depending on equipment on Terminal)

3) Annual Escalation: None.

a) **Recommend Annual Use Fee Escalation: 3%**

4) Term (Sections 3-4): The current term expires on 9/30/2020 and there are 3x5 extensions if the Lessee is not in default. The City has the right to increase the Use Fee to fair market value of the use. **Recommend** increasing the monthly Use Fee to \$20,000.00+.

a) Align commencement dates between Use Agreements per Jenessa's inquiry about doing so previously.

5) Consent Required (Section 6): **Recommendation:** Require Lessee to pay for third party structural analysis when Lessee desires to make equipment modifications on the Terminal. Require Lessee to coordinate non-routine work at site with the City.

6) Insurance (Section 13): **Recommend** that specific types of coverage and limits be incorporated into this provision. Minimum recommend coverage and limits: (i) \$3MM CGL, (ii) with an umbrella of \$5MM, (iii) workers' comp in compliance with state statutory requirements, (iv) employer's liability, and

(v) business auto liability of \$2MM. If City owns the Terminal, then we recommend that only certified climbers climb the Terminal and that they carry the requisite Tower Climbing Insurance.

7) **Electrical Installation/Usage (Section 19)**: Lessee agrees to pay for its electrical usage, but has the right to use the existing port master meter and then have the City bill Lessee for reimbursement. **Question**: Is Lessee paying for its own utilities directly? Or is Lessee submetering off of the master meter and then reimbursing the City for its usage?

8) **Environmental (Section 20)**: City makes some representations and warranties under the Use Agreement, e.g. that the entire property is free of hazardous substances. Due to the fact that CVT uses the site for a profitable enterprise (using a public asset), the fact that there are sometimes, or have been, ordinance in and around the Port, and the fact that the Use Fee is relatively low in relation to the potential liability, I recommend removing any such representation or warranties by the City. **Recommendation**: As with the other users, require Lessee to accept the Terminal and real property in its AS IS, WHERE IS condition, with all faults, and no express or implied warranties, or representations that the leased premises is fit for any particular purpose.

9) **Removal. Recommendation**: Add removal provision to site agreement specifically requiring Lessee, at its sole cost and expense, to remove all of its equipment from the Terminal and Real Property and to restore both to their original condition, reasonable wear and tear excepted. This may require a change to **Section 21, Waiver of City's Lien**, as if Lessee leaves equipment at the site after termination, the City needs the right to remove and dispose of it at Lessee's cost. If on the property more than 30 days after the expiration or terminate of the Use Agreement, the property should be deemed abandoned and the City should have the right to do what it needs to do to reclaim the premises, all at Lessee's cost and expense.

10) **Miscellaneous**:

a) Include an "Access" provision with access protocols for routine maintenance, construction work, and emergency access. Limit hours of access except in the event of an emergency and provide a call-in number for emergency access if desired.

IV. Summary: Overall, the City has done a good job of updating its Use Agreement over the years. There are some terms that the City may want to address as outlined above and of course, there is a lot of room to increase the annual use fees.

The City may choose to continue using the "Use Agreement" format, or consider a "License", "Permit" or "Revocable Use Permit" format, utilized by other governmental entities. In any event, changing the term of the User/Carrier from "Lessee" to "Permittee" or "Licensee" is recommended so as to avoid any confusion that the agreement is in any way intended to be a lease. Using the License or Permit format allows for incumbent revocation/termination rights of both as a matter of law.

From: [Todd Ruggiero](#)
To: [Jenessa Ables](#)
Cc: [Jake Staser](#); [Jeremy Talbott](#)
Subject: [External Attachment *Caution*]-Re: Original Contract Scope - "Industry Standard" Rate Inquiry
Date: Tuesday, October 13, 2020 9:33:21 AM

Hi Jenessa,

For 20 years, I worked for 2 of the major carriers, which involved negotiating hundreds of agreements with cities, counties and states. For the past 8 years, I've worked with approximately 70 government entities in assisting them with their wireless telecom site leasing and zoning issues. While some of the information related to the wireless site leases and rental rates is publicly available via the internet, most of it requires a public records request. Unfortunately, I cannot directly share the information for my clients without obtaining their consent.

That said, the rental/use rate that I recommended to the City is conservative and is based on rent data that I have accumulated throughout my career. My experience includes working on piecemeal pricing of equipment for carriers with respect to collocations on existing towers and working on master license agreements between the carriers and the tower companies which also involves a pricing schedule.

A rate of \$5,000.00 - \$10,000.00 per year for a cell site on municipal property would be the very low end of the range, in fact, I cannot recall working on a lease with a municipality for a starting rent of \$10,000.00 in the past 10 years. The average rent for municipal leases on which I work is \$2,250.00. Note, that rate is for a macro-cell site, not a small cell site.

With respect to the sites on the City's silos, they could even garner a premium because the carriers get the advantage of using the existing silos instead of having to build a tall communications tower. I know the information in this email may not be the backup or support for which the City is looking, but it's the best that I can offer without culling through publicly available data for rental rates charged by other municipalities or obtaining waivers from municipal clients to share their rental rate data.

Please let me know if you would like to discuss.

Thank you,

Todd

Todd D. Ruggiero
[415.235.8494](tel:415.235.8494) (direct)
[866.853.3772](tel:866.853.3772) (fax)
todd@cellsitesupport.com

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**PORT OF VALDEZ
COMMUNICATIONS SITE AGREEMENT**

This COMMUNICATIONS SITE AGREEMENT (Agreement) is hereby entered into on this ___ day of _____ by and between the **CITY OF VALDEZ, ALASKA** (City), an Alaska municipal corporation, whose address is P.O. Box 307, Valdez, Alaska 99686 and _____ (User), a _____ corporation whose address is _____.

WITNESSETH:

WHEREAS, the City is owner of that certain parcel of real property that is located in the Valdez Recording District, Third Judicial District, State of Alaska, described as follows:

Island F, a portion of ADL Nos. 201084 & 212412, also known as "Ammunition Island," referenced in Alaska Tidelands Survey 564, located in Township 8 South, Range 6 West, Copper River Meridian, Valdez Recording District, Third Judicial District, State of Alaska; and

Located upon that real property is the Valdez Container Terminal ("Terminal") including a certain grain handling facility with grain silos and an access tower upon which communications equipment may be placed ("Premises"); and

WHEREAS, User is engaged in the business of providing communication services in and around Valdez, Alaska, and desires to place certain equipment that is associated with the provision of communication services on and upon certain Terminal towers and structures and, further, desires to make and place certain improvements to and upon the Real Property whose function is to be associated with the operation of such equipment; and

WHEREAS, the City seeks to facilitate the provision of improved and innovative communications within Valdez and specifically find that this Agreement conforms therewith.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the City and User as follows:

1. Use of Premises. The City grants user the right and privilege to use of the Premises as further defined in **Exhibit A** attached hereto.

User agrees to accept the premises AS IS, WHERE IS condition with all faults, and understands that the City makes no express or implied warranties, or representations that the Premises is fit for any particular purpose.

The City grants to User the right and privilege to come and be present upon and to make use of the Premises for the following purpose only:

To place, install, maintain and operate equipment associated with the provision of communications services within the City of Valdez and the surrounding vicinity. The equipment that User is permitted to place, install, operate, and maintain upon the Premises under this Agreement is depicted in **Exhibit B** attached hereto (“Equipment”) as is the permitted location and configuration of the Equipment.

User shall not commit or allow to be committed waste upon or to the Premises or Terminal or any public or private nuisance or other act or thing (including but not limited to noise or vibration) which disturbs City, any neighboring property owner or tenant.

Prior to the execution of this Agreement, User shall provide the City with a detailed description of the Equipment and drawings indicating the location and configuration of the Equipment on the Terminal and all ground Equipment including utilities and access.

2. Fees. User shall pay to the City, in exchange for the right and privilege to use the Premises as is permitted under this Agreement, and for the Term thereof, the sum of TWENTY THOUSAND DOLLARS and NO CENTS (\$20,000.00) per year. The fee shall increase annually by THREE (3) PERCENT rounded to the nearest dollar unless otherwise adjusted by resolution of the Valdez City Council. Annual fees for the term of this Agreement shall be:

- 2020 – \$5,041 (Pro-rated)
- 2021 – \$20,000
- 2022 – \$20,600
- 2023 – \$21,218
- 2024 – \$21,855
- 2025 – \$22,510

Fees for any period during the term hereof which is less than one year shall be prorated based on a three hundred sixty-five (365) day year.

These fees shall be paid in advance in one annual payment on or before January 31, of each year. Fees shall be paid directly to the Port of Valdez, P.O. Box 787, Valdez, Alaska 99686.

3. Term. This Agreement shall be for a term of FIVE (5) years, commencing on October 1, 2020 and terminating on December 31, 2025, unless this Agreement is terminated at some earlier date under the terms and conditions set out hereinafter.

4. Extended Term. User shall have the right to extend the Term of this Agreement for a period of FIVE (5) years if and insofar as User gives written notice to the City of an intention to exercise this option no later than THIRTY (30) days prior to the expiration of the Term and that, at such time, User 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 hereof. Two additional FIVE (5) year extensions may be granted by the City if User is in compliance with this Agreement

and the City deems this to be in the best interest of the City. At each extension, the City may increase the use rate based upon the fair market rental value of the use by User.

5. Consent Required for Modifications. User shall not place or install any equipment, or make any alteration, addition, or improvement to any existing equipment previously placed or installed, or place or put any improvements on or to the Premises or Terminal, or commence any such undertaking without the prior written consent of the City after submitting a Modification Application Form attached as **Exhibit C** and a \$1,500 modification application fee.

As a condition precedent to such consent, User shall deliver to the City written plans, drawings, and specifications for all such work and provide a third-party structural analysis of such modifications and/or improvements. The plans shall show the layout of all proposed buildings, modifications to existing buildings or structures, and all other modifications, dimensions and locations of utilities if modified, specific use of said improvements, and a schedule of the completion dates for such modifications and other improvements. It is not the intent of this paragraph to restrict or prevent any required maintenance.

6. Interference with Terminal or City Operations. User shall not place, install, maintain, or operate any equipment on or come upon, occupy or use the Terminal or Premises so as to hamper the operation or use of the Terminal, cement powder storage and distribution facility, or any other facility or that interferes with or impairs any of the rights or benefits of the City. The use of the Terminal and Premises for purposes deemed of higher public benefit by the City takes precedent over any use by User. User shall interfere with the Valdez Police Department or Valdez Fire Departments use of the premises for communication purposes including the maintenance of two antennas located on the Terminal towers and a receiver box.

7. Multi-Use Facility. User recognizes that the Valdez Container Terminal (VCT) is a multi-use facility. There will be occasions when User's personnel may be restricted from access to the Terminal due to Coast Guard, Department of the Army, Department of Defense, or any other applicable regulations. In addition, the City may restrict access to the Terminal as required for Port operations or otherwise. Any business interruptions associated with the City restricting access or otherwise closing the Terminal shall create no financial obligation upon the City for any cost of such interruption to User operations.

9. Compliance with Government Regulations. User 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 communications business generally or cellular communications specifically; User 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 a lack of compliance with any aforesaid laws and/or regulations arising out of or with respect to User's operations of the equipment associated with this Agreement.

10. Access. User understands that the Terminal is located on a regulated facility as defined by the U.S. Coast Guard, Department of Homeland Security and agrees to comply with

any and all regulations in 33 CFR, Chapter 1, Subchapter H, Part 105 – Maritime Security: Facilities.

User agrees to provide the Port office with a list of all employees or contractors needing access to the Terminal. All employees and contractors shall have a valid Transportation Worker Identification Credential (“TWIC”) or be escorted by a valid TWIC holder that has been approved for access to the Terminal and contact the Port Office to register TWIC for facility access in advance of arrival on site. Employees and contractors requiring access to the Terminal must pay the gate registration fee under the Port of Valdez Terminal Tariff (“Tariff”) in effect at the time of registration and will incur additional administration/maintenance charges under the Tariff when City assistance or escort is required to access the terminal.

Only certified climbers covered by the requisite tower climbing insurance may climb the tower located at the Terminal.

11. Nuisance. User shall immediately remove from the Terminal and Premises any of the following which are determined to be abandoned: buildings, improvements, vehicles, equipment, machinery or fixtures. User shall not allow a public nuisance to exist or to be created or maintained on the Premises or Terminal. If the City Manager or Port Director determines that User has failed to perform as required by this subsection, the City Manager or Port Director may direct User to secure a labor force to so perform at the sole expense of User and User shall do so immediately. If User fails to commence such performance within twenty-four hours after notice from the City Manager or Port Director, the City Manager or Port Director may arrange for such performance at the sole expense of User and User shall pay those expenses.

12. Indemnification. To the maximum extent permitted by law, User (Indemnitor) agrees to defend, indemnify, and hold harmless, the City, the City’s employees, and any/all other entities for which the City is, or may become, legally responsible (Indemnitees), against and from any and all claims in any way associated with anyone’s conduct under, induced by, and/or enabled by, this Agreement, alleged to have arisen in whole or in part as a result of any conduct on the part of the Indemnitor and/or one or more of the Indemnitees.

13. Insurance Requirements. All insurance policies required to be maintained by User under this paragraph shall name the City, and its officers, employees and agents, as additional insureds. All policies issued under paragraph shall contain an agreement by the insurers that such policies shall not be cancelled without at least twenty (20) days prior written notice to the City, and certificates or copies of all such insurance policies shall be furnished to the City promptly upon request therefor. All policies shall contain a waiver of any subrogation rights any insurer might have against the City. User shall maintain, at its own expense, insurance as follows:

General Commercial Liability: User shall Maintain a General Commercial Liability insurance policy covering the User and the City for any and all claims for personal injury, bodily injury (including death) and property damage (including environmental degradation or contamination) arising from any activity occurring as a result of this Agreement.

A. Minimum limits:

1. \$1,000,000 Each occurrence
2. \$100,000 Damage to rented premises
3. \$1,000,000 Personal injury
4. \$3,000,000 General aggregate
5. \$3,000,000 Products and completed operations aggregate

B. Coverages:

1. The policy shall contain additional insured endorsement CG 20 10 04 13 and CG 20 37 04 13 or equivalent as approved by Contractor.

Auto Liability: User shall maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

A. Minimum Limits:

1. \$1,000,000 Combined single limit for each accident.

B. Coverages:

1. Additional insured endorsement
2. Waiver of subrogation
3. Contractual liability

Workers' Compensation: User shall maintain Workers' Compensation and Employer's Liability Insurance.

A. Minimum Limits:

1. Workers' compensation – statutory limit
2. Employer's liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 bodily injury by disease for each employee
 - \$1,000,000 bodily injury disease aggregate

B. Coverages:

1. The policy shall provide for a waiver of subrogation in favor of the parties required to be named additional insured under the User's General Liability policy.

Umbrella Liability: User shall maintain shall Maintain an Umbrella Liability insurance policy covering the User and the City.

A. Minimum Limits:

1. \$5,000,000 per occurrence.

14. **Termination.** This Agreement may be terminated by the City should User's use interfere with the City's use of the Premises or Terminal for purposes deemed by the City as in the Communications Site Agreement

best interest of the public, by providing User with one hundred eighty (180) days prior written notice of termination. This Agreement may be terminated by the City upon User's failure to perform or comply with any of the conditions or obligations contained in this Agreement, or the filing of a petition in bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee, by or against User; in such event, the City shall give User ten (10) days prior written notice of the termination and User shall have thirty (30) days to remove any of its equipment from the Terminal and Premises. This Agreement may be terminated by User upon thirty (30) days prior written notice of the termination and User shall then have thirty (30) days from the date of such notice to remove all of its equipment from the Terminal and Premises. The City reserves the right to terminate this agreement if it is in the best interest of the public to do so.

15. Radio Interference. At the City's request, User shall discontinue the use of the Terminal as a transmitting/receiver site should User's use interfere with any FCC licensed transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

16. Assignability/ Use by Other Parties. User 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. User may not allow other parties to utilize User's equipment installed on the Premises without the prior written consent from the City. User shall immediately disclose any use of the Premises or User's equipment installed thereon by any party other than User. Failure to make such a disclosure will result in the imposition of a penalty in the amount of \$20,000 per year that User failed to make such a disclosure. Execution of this Agreement by User shall serve as a certification by User that no other parties are utilizing User's equipment installed on the Premises as of the date of execution.

17. Non-exclusive Use. The use of the Terminal and Premises by User will not be an exclusive use and therefore others who request to use it for similar purposes may also be allowed to do so by the City.

18. Snow and Bird Waste Removal. User will be responsible for all snow and bird waste removal necessary for its use under this Agreement.

19. Utility Installation/Usage. User will be responsible for the cost of installation of and the utilization of electricity needed for its use. User may utilize, if feasible, the existing port master meter to access power to the site of User's facilities. The City will bill User for reimbursement for the cost of power plus \$0.025 per Kwh and the cost of other utilities used by User under this Agreement. User is responsible for obtaining and maintaining a separate electricity meter for its use under this Agreement.

20. Removal of Equipment. Upon the expiration or termination of this Agreement, User, at its sole cost and expense, will be responsible for the removing all equipment installed on the Terminal and/or Premises and restoring the Terminal and/or Premises to its condition prior to installation of the equipment except for normal wear and tear. Failure to remove the Equipment and restore the Premises as required in this paragraph within SIXTY (60) days of the expiration or termination of this Agreement will result in the Equipment being deemed abandoned

21. Environmental Laws.

- (a.) User represents, warrants, and agrees that it will conduct its activities on the Premises in compliance with all applicable Environmental Laws, and will keep the Premises free of Hazardous Substances, except for fuel for emergency generators. The City represents, warrants, and agrees that it has in the past and will in the future conduct its activities on the Premises in compliance with all applicable Environmental Laws and that the Premises is free of Hazardous Substances as of the date of this Agreement.
- (b.) The City shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, caused by the City, that have occurred or which may occur on the Premises. User shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, caused by the User, that have occurred or which may occur on the Premises.
- (c.) User 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 User's activities on the Property.
- (d.) 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 governmental authority.

22. Notices. All notices hereunder must be in writing and shall be deemed validly given if hand delivered or sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service, addressed to the City or User at the addresses indicated below (or any other address that the Party to be notified may have designated to the sender by like notice). Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

USER

	Cell Site / Technician	Lease Management	Billing Division
Name:			
Address:			
Phone:			
Email:			
*			

* Check for Notification of Terminal Closures and Planned Outages

CITY

Name: Jeremy Talbott
Address: P.O Box 307
Valdez, AK 99686
Phone: (907) 835-4564
E-Mail: JTalbott@valdezak.gov

23. Governing Law/Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alaska. Any legal action brought to enforce this Agreement must be filed in the appropriate Alaska state court located in Valdez, Alaska.

24. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this lease, and no other agreement, statement or promise made by any party which is not contained in this lease shall be binding or valid.

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.

INSERT USER NAME HERE

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Mark Detter, City Manager

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

Jeremy Talbott, Ports and Harbors Director

Date: _____

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

Jake W. Staser

Date: _____

DRAFT - NOT FOR SIGNATURE

EXHIBIT A

Map/Description of Premises

DRAFT - NOT FOR SIGNATURE

EXHIBIT B

List of Specific Uses and Equipment to be Installed on Premises

DRAFT - NOT FOR SIGNATURE

EXHIBIT C

Modification Application Form

User: _____

Address: _____

Modification Requested: _____

Describe New or Modified Equipment: _____

Dates Requested for Completion of Modification: _____

Names of Certified Climber(s) Completing Modification: _____

Submitted Revised Exhibit B? YES/NO

Submitted \$1,500 Modification Application Fee? YES/NO

Signature: _____

Name: _____

Date: _____

DRAFT - NOT FOR SIGNATURE

**PORT OF VALDEZ
COMMUNICATIONS SITE AGREEMENT**

This COMMUNICATIONS SITE AGREEMENT (Agreement) is hereby entered into on this 23 day of February, 2021 by and between the **CITY OF VALDEZ, ALASKA** (City), an Alaska municipal corporation, whose address is P.O. Box 307, Valdez, Alaska 99686 and **COPPER VALLEY TELEPHONE COOPERATIVE** (User), a corporation whose address is p.o. Box 337 Valdez, Alaska 99686.

WITNESSETH:

WHEREAS, the City is owner of that certain parcel of real property that is located in the Valdez Recording District, Third Judicial District, State of Alaska, described as follows:

Island F, a portion of ADL Nos. 201084 & 212412, also known as "Ammunition Island," referenced in Alaska Tidelands Survey 564, located in Township 8 South, Range 6 West, Copper River Meridian, Valdez Recording District, Third Judicial District, State of Alaska; and

Located upon that real property is the Valdez Container Terminal ("Terminal") including a certain grain handling facility with grain silos and an access tower upon which communications equipment may be placed ("Premises"); and

WHEREAS, User is engaged in the business of providing communication services in and around Valdez, Alaska, and desires to place certain equipment that is associated with the provision of communication services on and upon certain Terminal towers and structures and, further, desires to make and place certain improvements to and upon the Real Property whose function is to be associated with the operation of such equipment; and

WHEREAS, the City seeks to facilitate the provision of improved and innovative communications within Valdez and specifically find that this Agreement conforms therewith.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the City and User as follows:

1. Use of Premises. The City grants user the right and privilege to use of the Premises as further defined in **Exhibit A** attached hereto.

User agrees to accept the premises AS IS, WHERE IS condition with all faults, and understands that the City makes no express or implied warranties, or representations that the Premises is fit for any particular purpose.

The City grants to User the right and privilege to come and be present upon and to make use of the Premises for the following purpose only:

To place, install, maintain and operate equipment associated with the provision of communications services within the City of Valdez and the surrounding vicinity. The equipment that User is permitted to place, install, operate, and maintain upon the Premises under this Agreement is depicted in Exhibit B attached hereto ("Equipment") as is the permitted location and configuration of the Equipment.

User shall not commit or allow to be committed waste upon or to the Premises or Terminal or any public or private nuisance or other act or thing (including but not limited to noise or vibration) which disturbs City, any neighboring property owner or tenant.

Prior to the execution of this Agreement, User shall provide the City with a detailed description of the Equipment and drawings indicating the location and configuration of the Equipment on the Terminal and all ground Equipment including utilities and access.

2. **Fees.** User shall pay to the City, in exchange for the right and privilege to use the Premises as is permitted under this Agreement, and for the Term thereof, the sum of TWENTY THOUSAND DOLLARS and NO CENTS (\$20,000.00) per year. The fee shall increase annually by THREE (3) PERCENT rounded to the nearest dollar unless otherwise adjusted by resolution of the Valdez City Council. Annual fees for the term of this Agreement shall be:

2020 – \$5,041 (Pro-rated)
2021 – \$20,000
2022 – \$20,600
2023 – \$21,218
2024 – \$21,855
2025 – \$22,510

Fees for any period during the term hereof which is less than one year shall be prorated based on a three hundred sixty-five (365) day year.

These fees shall be paid in advance in one annual payment on or before January 31, of each year. Fees shall be paid directly to the Port of Valdez, P.O. Box 787, Valdez, Alaska 99686.

3. **Term.** This Agreement shall be for a term of FIVE (5) years, commencing on October 1, 2020 and terminating on December 31, 2025, unless this Agreement is terminated at some earlier date under the terms and conditions set out hereinafter.

4. **Extended Term.** User shall have the right to extend the Term of this Agreement for a period of FIVE (5) years if and insofar as User gives written notice to the City of an intention to exercise this option no later than THIRTY (30) days prior to the expiration of the Term and that, at such time, User 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 hereof. Two additional FIVE (5) year extensions may be granted by the City if User is in compliance with this Agreement

and the City deems this to be in the best interest of the City. At each extension, the City may increase the use rate based upon the fair market rental value of the use by User.

5. Consent Required for Modifications. User shall not place or install any equipment, or make any alteration, addition, or improvement to any existing equipment previously placed or installed, or place or put any improvements on or to the Premises or Terminal, or commence any such undertaking without the prior written consent of the City after submitting a Modification Application Form attached as Exhibit C and a \$1,500 modification application fee.

As a condition precedent to such consent, User shall deliver to the City written plans, drawings, and specifications for all such work and provide a third-party structural analysis of such modifications and/or improvements. The plans shall show the layout of all proposed buildings, modifications to existing buildings or structures, and all other modifications, dimensions and locations of utilities if modified, specific use of said improvements, and a schedule of the completion dates for such modifications and other improvements. It is not the intent of this paragraph to restrict or prevent any required maintenance.

6. Interference with Terminal or City Operations. User shall not place, install, maintain, or operate any equipment on or come upon, occupy or use the Terminal or Premises so as to hamper the operation or use of the Terminal, cement powder storage and distribution facility, or any other facility or that interferes with or impairs any of the rights or benefits of the City. The use of the Terminal and Premises for purposes deemed of higher public benefit by the City takes precedent over any use by User. User shall interfere with the Valdez Police Department or Valdez Fire Departments use of the premises for communication purposes including the maintenance of two antennas located on the Terminal towers and a receiver box.

7. Multi-Use Facility. User recognizes that the Valdez Container Terminal (VCT) is a multi-use facility. There will be occasions when User's personnel may be restricted from access to the Terminal due to Coast Guard, Department of the Army, Department of Defense, or any other applicable regulations. In addition, the City may restrict access to the Terminal as required for Port operations or otherwise. Any business interruptions associated with the City restricting access or otherwise closing the Terminal shall create no financial obligation upon the City for any cost of such interruption to User operations.

9. Compliance with Government Regulations. User 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 communications business generally or cellular communications specifically; User 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 a lack of compliance with any aforesaid laws and/or regulations arising out of or with respect to User's operations of the equipment associated with this Agreement.

10. Access. User understands that the Terminal is located on a regulated facility as defined by the U.S. Coast Guard, Department of Homeland Security and agrees to comply with

any and all regulations in 33 CFR, Chapter 1, Subchapter H, Part 105 – Maritime Security: Facilities.

User agrees to provide the Port office with a list of all employees or contractors needing access to the Terminal. All employees and contractors shall have a valid Transportation Worker Identification Credential (“TWIC”) or be escorted by a valid TWIC holder that has been approved for access to the Terminal and contact the Port Office to register TWIC for facility access in advance of arrival on site. Employees and contractors requiring access to the Terminal must pay the gate registration fee under the Port of Valdez Terminal Tariff (“Tariff”) in effect at the time of registration and will incur additional administration/maintenance charges under the Tariff when City assistance or escort is required to access the terminal.

Only certified climbers covered by the requisite tower climbing insurance may climb the tower located at the Terminal.

11. **Nuisance.** User shall immediately remove from the Terminal and Premises any of the following which are determined to be abandoned: buildings, improvements, vehicles, equipment, machinery or fixtures. User shall not allow a public nuisance to exist or to be created or maintained on the Premises or Terminal. If the City Manager or Port Director determines that User has failed to perform as required by this subsection, the City Manager or Port Director may direct User to secure a labor force to so perform at the sole expense of User and User shall do so immediately. If User fails to commence such performance within twenty-four hours after notice from the City Manager or Port Director, the City Manager or Port Director may arrange for such performance at the sole expense of User and User shall pay those expenses.

12. **Indemnification.** To the maximum extent permitted by law, User (Indemnitor) agrees to defend, indemnify, and hold harmless, the City, the City’s employees, and any/all other entities for which the City is, or may become, legally responsible (Indemnitees), against and from any and all claims in any way associated with anyone’s conduct under, induced by, and/or enabled by, this Agreement, alleged to have arisen in whole or in part as a result of any conduct on the part of the Indemnitor and/or one or more of the Indemnitees.

13. **Insurance Requirements.** All insurance policies required to be maintained by User under this paragraph shall name the City, and its officers, employees and agents, as additional insureds. All policies issued under paragraph shall contain an agreement by the insurers that such policies shall not be cancelled without at least twenty (20) days prior written notice to the City, and certificates or copies of all such insurance policies shall be furnished to the City promptly upon request therefor. All policies shall contain a waiver of any subrogation rights any insurer might have against the City. User shall maintain, at its own expense, insurance as follows:

General Commercial Liability: User shall Maintain a General Commercial Liability insurance policy covering the User and the City for any and all claims for personal injury, bodily injury (including death) and property damage (including environmental degradation or contamination) arising from any activity occurring as a result of this Agreement.

A. Minimum limits:

Copper Valley Telephone Cooperative
Communications Site Agreement

Page 4 of 12

1. \$1,000,000 Each occurrence
2. \$100,000 Damage to rented premises
3. \$1,000,000 Personal injury
4. \$3,000,000 General aggregate
5. \$3,000,000 Products and completed operations aggregate

B. Coverages:

1. The policy shall contain additional insured endorsement CG 20 10 04 13 and CG 20 37 04 13 or equivalent as approved by Contractor.

Auto Liability: User shall maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

A. Minimum Limits:

1. \$1,000,000 Combined single limit for each accident.

B. Coverages:

1. Additional insured endorsement
2. Waiver of subrogation
3. Contractual liability

Workers' Compensation: User shall maintain Workers' Compensation and Employer's Liability Insurance.

A. Minimum Limits:

1. Workers' compensation – statutory limit
2. Employer's liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 bodily injury by disease for each employee
 - \$1,000,000 bodily injury disease aggregate

B. Coverages:

1. The policy shall provide for a waiver of subrogation in favor of the parties required to be named additional insured under the User's General Liability policy.

Umbrella Liability: User shall maintain shall Maintain an Umbrella Liability insurance policy covering the User and the City.

A. Minimum Limits:

1. \$5,000,000 per occurrence.

14. **Termination.** This Agreement may be terminated by the City should User's use interfere with the City's use of the Premises or Terminal for purposes deemed by the City as in the

best interest of the public, by providing User with one hundred eighty (180) days prior written notice of termination. This Agreement may be terminated by the City upon User's failure to perform or comply with any of the conditions or obligations contained in this Agreement, or the filing of a petition in bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee, by or against User; in such event, the City shall give User ten (10) days prior written notice of the termination and User shall have thirty (30) days to remove any of its equipment from the Terminal and Premises. This Agreement may be terminated by User upon thirty (30) days prior written notice of the termination and User shall then have thirty (30) days from the date of such notice to remove all of its equipment from the Terminal and Premises. The City reserves the right to terminate this agreement if it is in the best interest of the public to do so.

15. Radio Interference. At the City's request, User shall discontinue the use of the Terminal as a transmitting/receiver site should User's use interfere with any FCC licensed transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

16. Assignability/ Use by Other Parties. User 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. User may not allow other parties to utilize User's equipment installed on the Premises without the prior written consent from the City. User shall immediately disclose any use of the Premises or User's equipment installed thereon by any party other than User. Failure to make such a disclosure will result in the imposition of a penalty in the amount of \$20,000 per year that User failed to make such a disclosure. Execution of this Agreement by User shall serve as a certification by User that no other parties are utilizing User's equipment installed on the Premises as of the date of execution.

17. Non-exclusive Use. The use of the Terminal and Premises by User will not be an exclusive use and therefore others who request to use it for similar purposes may also be allowed to do so by the City.

18. Snow and Bird Waste Removal. User will be responsible for all snow and bird waste removal necessary for its use under this Agreement.

19. Utility Installation/Use. User will be responsible for the cost of installation of and the utilization of electricity needed for its use. User may utilize, if feasible, the existing port master meter to access power to the site of User's facilities. The City will bill User for reimbursement for the cost of power plus \$0.025 per KwH and the cost of other utilities used by User under this Agreement. User is responsible for obtaining and maintaining a separate electricity meter for its use under this Agreement.

20. Removal of Equipment. Upon the expiration or termination of this Agreement, User, at its sole cost and expense, will be responsible for the removing all equipment installed on the Terminal and/or Premises and restoring the Terminal and/or Premises to its condition prior to installation of the equipment except for normal wear and tear. Failure to remove the Equipment and restore the Premises as required in this paragraph within SIXTY (60) days of the expiration or termination of this Agreement will result in the Equipment being deemed abandoned

21. Environmental Laws.

- (a.) User represents, warrants, and agrees that it will conduct its activities on the Premises in compliance with all applicable Environmental Laws, and will keep the Premises free of Hazardous Substances, except for fuel for emergency generators. The City represents, warrants, and agrees that it has in the past and will in the future conduct its activities on the Premises in compliance with all applicable Environmental Laws and that the Premises is free of Hazardous Substances as of the date of this Agreement.
- (b.) The City shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, caused by the City, that have occurred or which may occur on the Premises. User shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, caused by the User, that have occurred or which may occur on the Premises.
- (c.) User 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 User's activities on the Property.
- (d.) 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 governmental authority.

22. Notices. All notices hereunder must be in writing and shall be deemed validly given if hand delivered or sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service, addressed to the City or User at the addresses indicated below (or any other address that the Party to be notified may have designated to the sender by like notice). Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

USER

	Cell Site / Technician	Lease Management	Billing Division
Name:	Chris Mishmash	Kelly Brown	Amber Burton
Address:	329 Fairbanks Dr	PO # 337, Valdez AK	PO# 337, Valdez, AK
Phone:	907-835-7700	907-835-7738	907-835-7725
Email:	cmishmash@cvtc.org	kbrown@cvtc.org	cvtc-ap@cvtc.org
*	X	X	

* Check for Notification of Terminal Closures and Planned Outages

CITY

Name: Jeremy Talbott
Address: P.O Box 307
Valdez, AK 99686
Phone: (907) 835-4564
E-Mail: JTalbott@valdezak.gov

23. Governing Law/Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alaska. Any legal action brought to enforce this Agreement must be filed in the appropriate Alaska state court located in Valdez, Alaska.

24. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this lease, and no other agreement, statement or promise made by any party which is not contained in this lease shall be binding or valid.

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.

COPPER VALLEY COOPERATIVE
AUTHORIZED:

BY: Kelly L. Brown

DATE: Dec 3, 2020

TITLE: Purchasing Facilities Mgr.

FEDERAL ID #: 92-0031468

PO Box 337
Mailing Address

Valdez, AK 99686
City, State, Zip Code

[Signature]
Signature of Company Secretary or Attest

Date: Dec 3, 2020

Copper Valley Telephone Cooperative
Communications Site Agreement

CITY OF VALDEZ, ALASKA
APPROVED:

[Signature]
Sharon Scheidt, Mayor

Date: 2/23/21

ATTEST:
[Signature]
Sheri L. Pierce, MMC, City Clerk

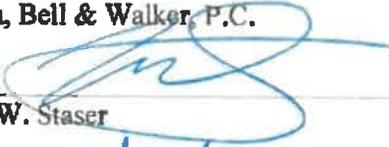
Date: 2/23/21



RECOMMENDED:
[Signature]
Jeremy Talbott, Ports and Harbors Director

Date: 2/23/21

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



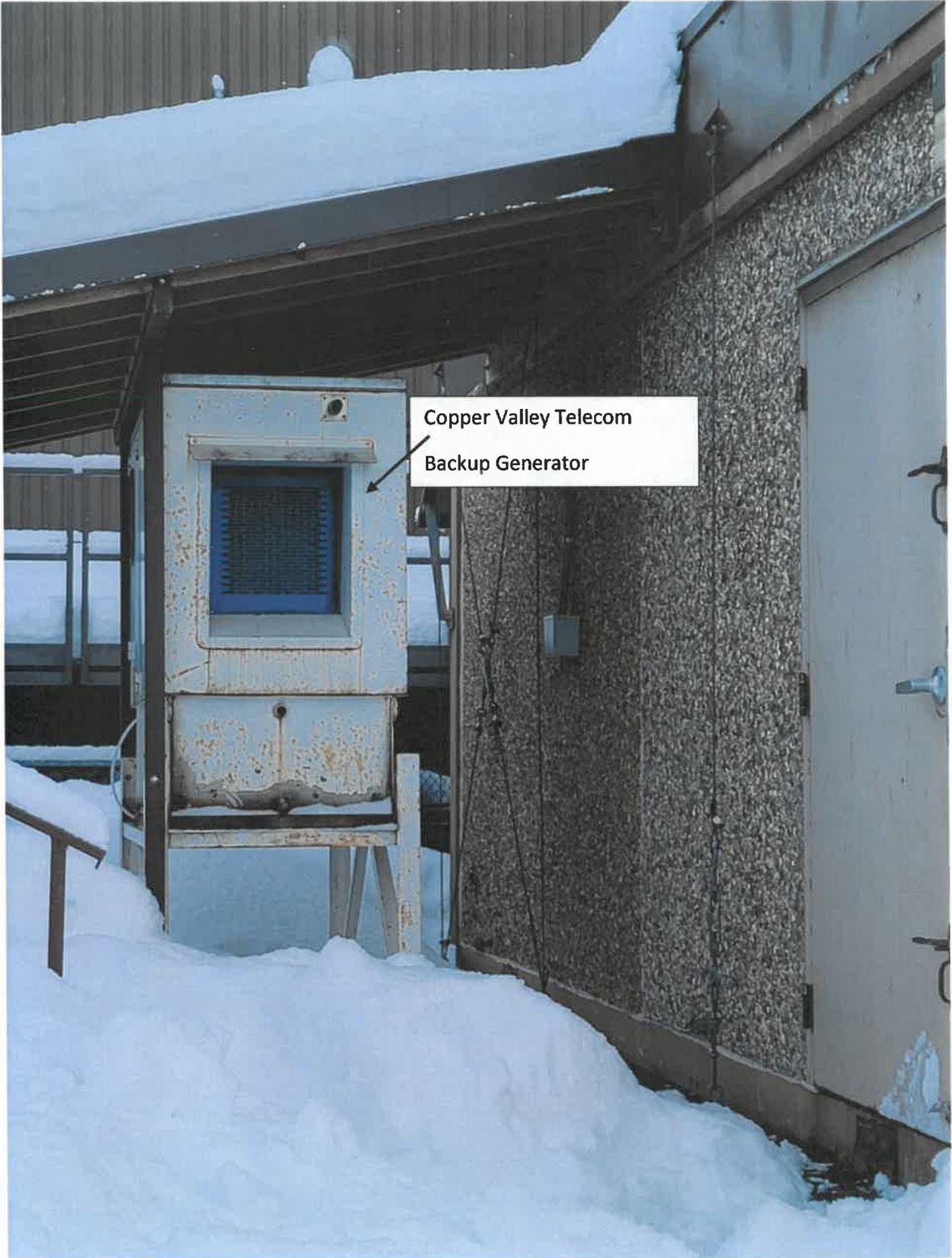
Jake W. Staser

Date: _____

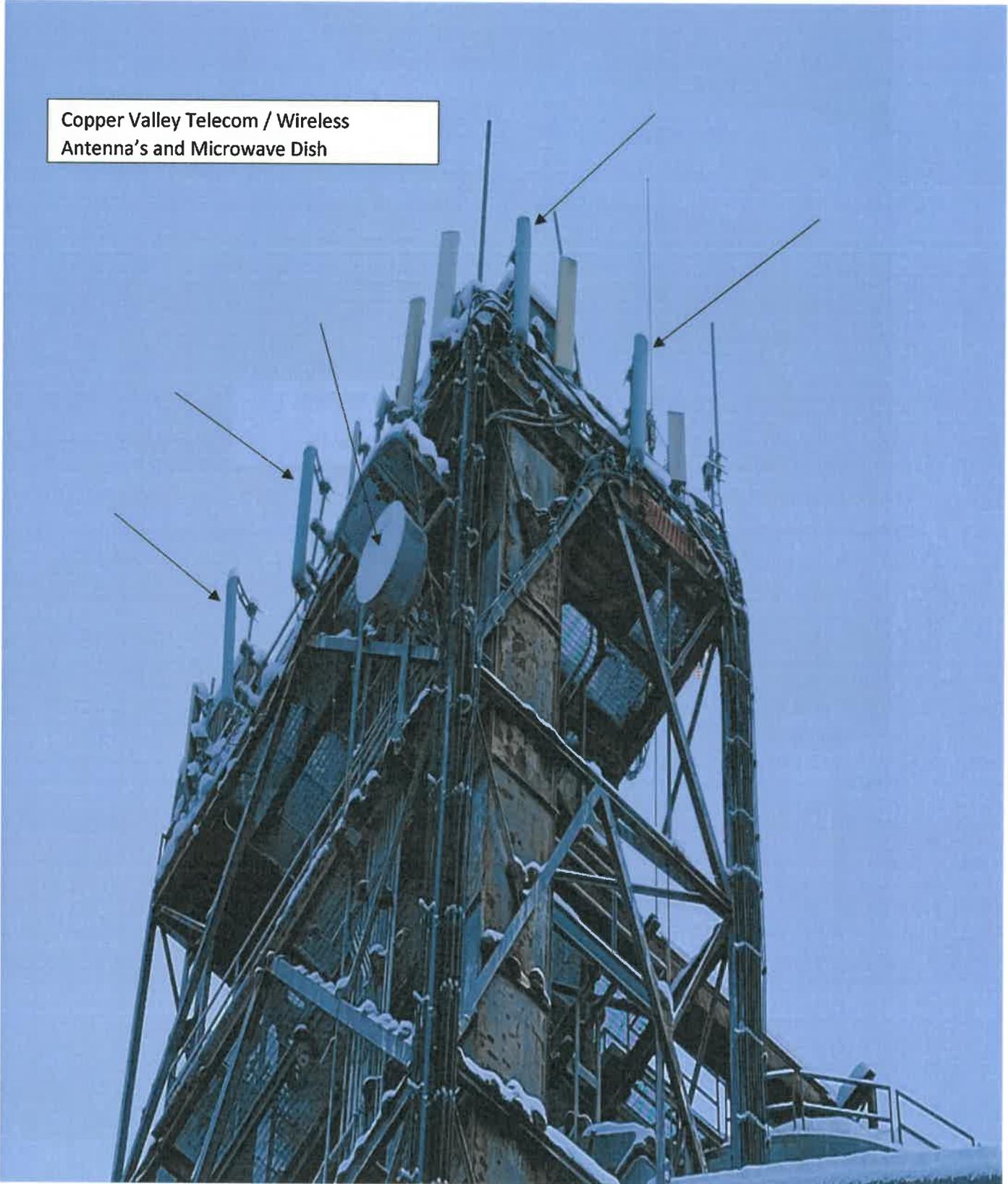
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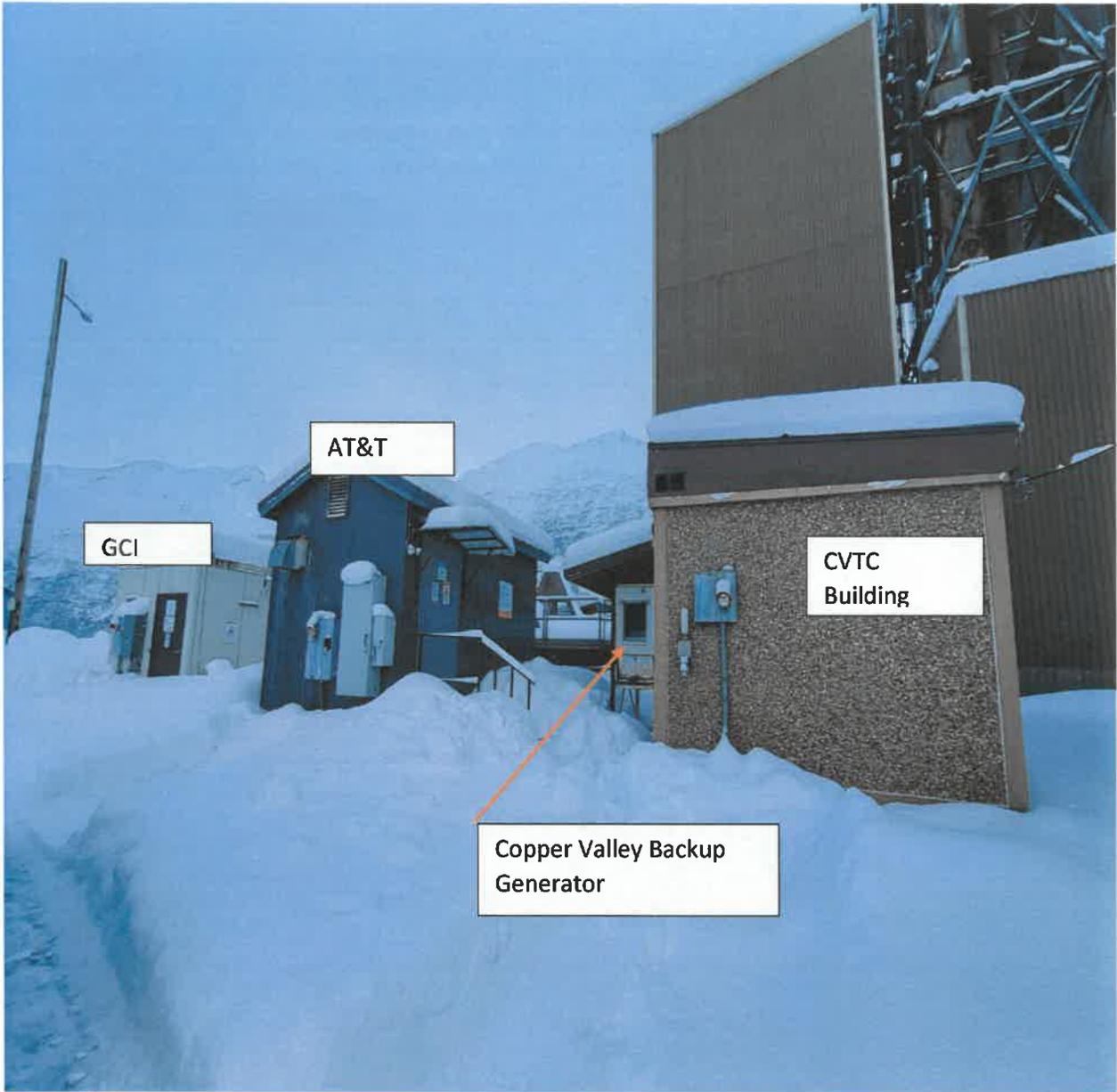
EXHIBIT A

Map/Description of Premises



Copper Valley Telecom / Wireless
Antenna's and Microwave Dish





Copper Valley
Antenna's

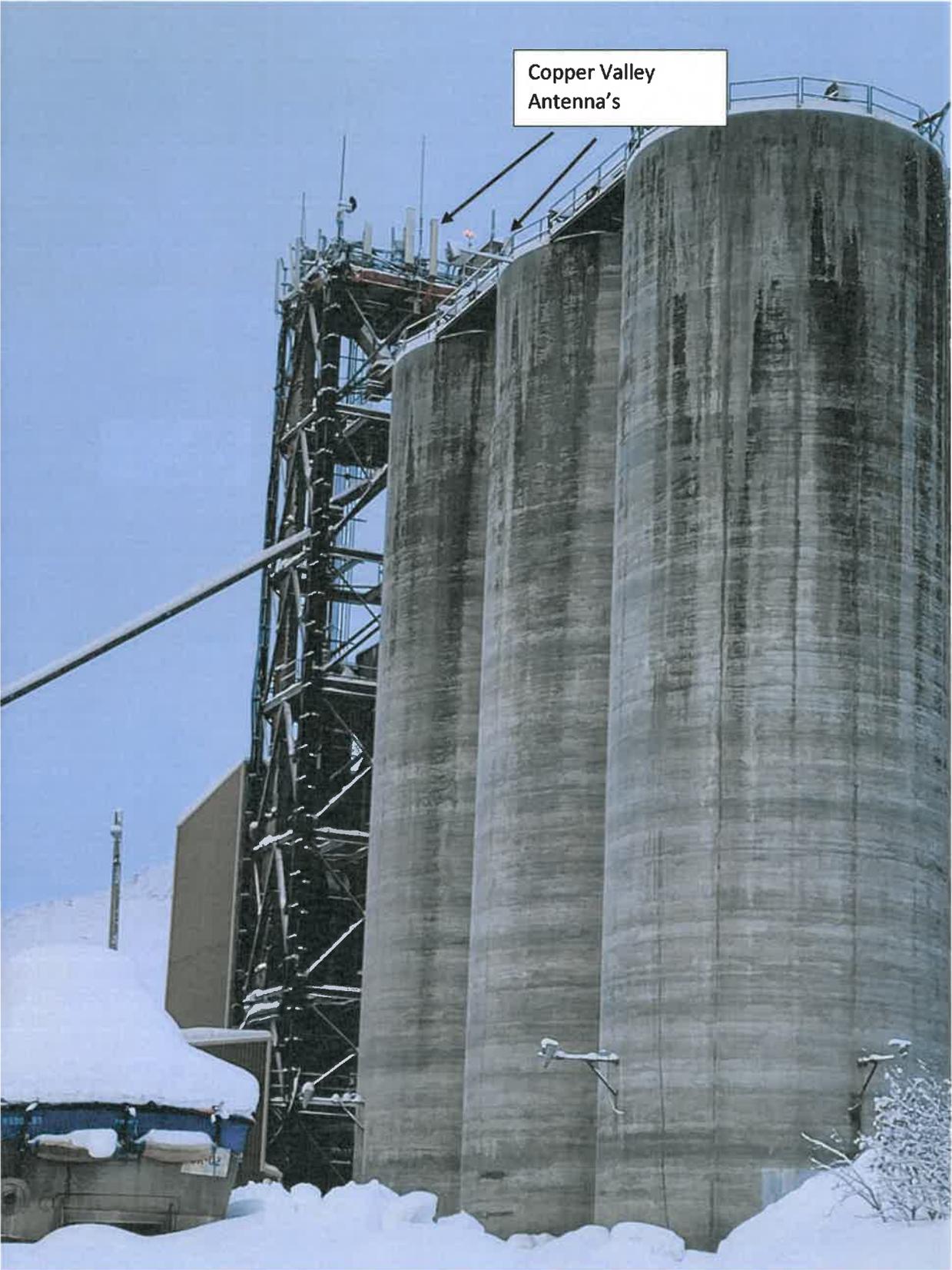


EXHIBIT B

List of Specific Uses and Equipment to be Installed on Premises

EXHIBIT C

Modification Application Form

User: _____

Address: _____

Modification Requested: _____

Describe New or Modified Equipment: _____

Dates Requested for Completion of Modification: _____

Names of Certified Climber(s) Completing Modification: _____

Submitted Revised Exhibit B? YES/NO

Submitted \$1,500 Modification Application Fee? YES/NO

Signature: _____

Name: _____

Date: _____



Legislation Text

File #: 26-0022, **Version:** 1

ITEM TITLE:

Approval of 5 Year Communications Agreement with New Singular Wireless PCS, LLC (AT&T)

SUBMITTED BY: Andrew Doherty, Port Operations MGR

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve 5 Year Communications Agreement with New Singular Wireless PCS, LLC (AT&T).

SUMMARY STATEMENT:

Based on Resolution 20-63, establishing the rates for the communications site at the Valdez Container Terminal, the Port of Valdez has received notice from New Singular Wireless PCS, LLC (AT&T) confirming the provider's intent to exercise their first option to extend their respective Cell Use Agreements for an additional five year term, extending the agreements from January 1, 2026 through December 31, 2030.

Additionally, the City of Valdez Legal Team has reviewed the drafted agreement, and they have been approved as to form.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 20-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ESTABLISHING A LEASE RATE FOR COMMUNICATIONS SITE USE AT THE VALDEZ CONTAINER TERMINAL

WHEREAS, the rate for communication site use previously established in Resolution #15-34 shall hereby be rescinded and replaced by Resolution No. 20-63; and

WHEREAS, the City Council has determined that adjustments in rates and fees are necessary in order to provide for adequate funding for Port operations.

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

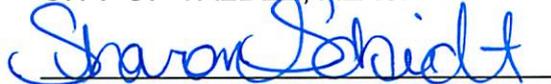
Section 1. Resolution #15-34 remains in effect for all Port Fees except Communications Site Use.

Section 2. The following rate for Communications Site Agreements and charges provided by the City of Valdez are hereby established:

- | | |
|---|--|
| 1. Communications Site Agreement | \$20,000.00 annually
+ 3% annual increase |
| 2. Communications Site Agreement
Electric | Per kWh cost
+ \$0.025 per kWh per month |
| 3. Communications Site Agreement
Application for Amendment | \$1,500.00 per application |

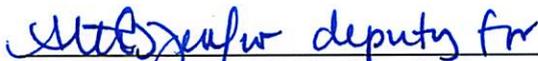
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 17th day of November, 2020.

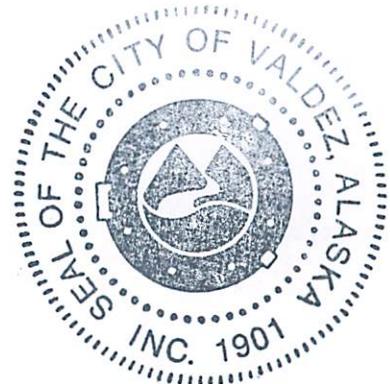
CITY OF VALDEZ, ALASKA



Sharon Scheidt, Mayor Pro-Tem

ATTEST:


Sheri L. Pierce, MMC, City Clerk



CITY OF VALDEZ, ALASKA

RESOLUTION #15-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, NAMING THE RATES AND FEES FOR PORT PERMITS, AGREEMENTS, AND CHARGES AND REPEALING RESOLUTION 12-22 FORMERLY NAMING SUCH RATES AND FEES

WHEREAS, the City of Valdez has established section 11.05 of the Valdez Municipal Code governing the use of the City's Port Facilities; and

WHEREAS, the City issues a variety of permits and agreements for use of the Port Facilities; and

WHEREAS, Resolution No. 99-19 established the fee for Port Vendors and Resolution No. 02-73 Set a Rate for Communication Site Use Agreements; and

WHEREAS Resolution No. 03-09 established a Waterfront Commercial Work Permit; and Waterfront Commercial Work Permit Policies and Procedures; and

WHEREAS Resolution No. 03-12 established a Waterfront Commercial Work Permit fee and named all Port Facility fees and repealed all previous resolutions establishing various fees; and

WHEREAS Resolution No. 09-15 repealed Resolution No. 03-09 establishing a Waterfront Commercial Work Permit and Waterfront Commercial Work Permit Policies and Procedures; and

WHEREAS Resolution No. 10-19 established fees for the use of the John Thomas Kelsey Municipal Dock uplands and named all Port Facility fees and repealed all previous resolutions establishing various fees; and

WHEREAS, cruise ships no longer call at the Valdez Container Terminal and Port Vendors no longer require access to the facility; and

WHEREAS, Resolution No. 12-22 eliminated the Port Vendor Permit fee; and

WHEREAS, the City Council has determined that adjustments in rates and fees are necessary in order to provide for adequate funding for Port operations.

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

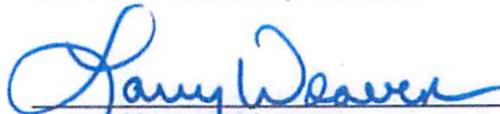
Section 1. Resolution No.12-22 is hereby repealed.

Section 2. The following rates for Port Permits, Agreements, and charges provided by the City of Valdez are hereby established:

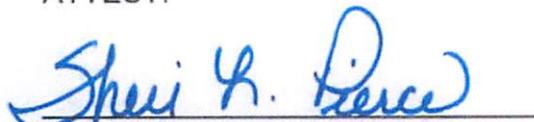
- | | |
|--|--|
| 1. Stevedoring Services Permit | \$5,000.00 6,922.00 annually |
| 2. Special Use Permit | Approved by Council on an individual basis |
| 3. Building Lease Agreement | 10% of Fair Market Value |
| 4. Communications Site Agreement | \$750 800.00 per month |
| 5. Special Use Agreement | Approved by Council on an individual basis |
| 6. John Thomas Kelsey Municipal Dock Uplands Fees: | |
| A. Rental for Plaza or Parking Lot | \$50 per 6 hour period
\$150 per 24 hour period |
| B. Rental for Plaza or Parking Lot Commercial Rate | \$20 per hour
\$300 per 24 hour period |
| C. Damage/Cleaning Deposit | \$75 |
| D. Electricity Charge | \$20 per 24 hour period |
| E. Use of Propane Heaters | \$22 per Heater |

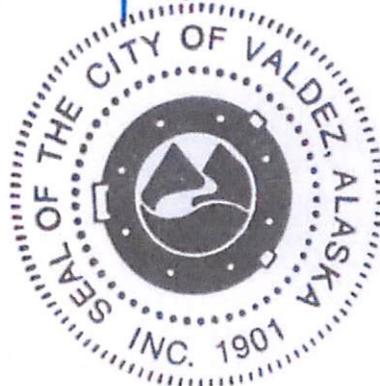
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 3rd day of August, 2015.

CITY OF VALDEZ, ALASKA


Larry Weaver, Mayor

ATTEST:


Sheri L. Pierce, MMC, City Clerk



Appraisal Company of Alaska

3940 ARCTIC BOULEVARD, SUITE 103
ANCHORAGE, ALASKA 99503
office@appraisalalaska.com

July 7, 2015

Diane Kinney, Port Director
City of Valdez
P.O. Box 307
Valdez, Alaska 99686

Re: Valdez Container Terminal Cell Site

Dear Ms. Kinney:

I have researched the market for information and lease data regarding for the container terminal cellular site. The range of value for cell site depends on a number of factors. These included but are not limited to the following:

- 1) area of the site
- 2) size of any structures
- 3) drop radius of the tower
- 4) location (coverage area)
- 5) who pays for electricity

In general site leases are based on the above criteria and ranged from \$633.00 per month to \$1650.00 per month.

Rates appear to be in relation to size of the market area.

Also the larger the site, and the extent of utilities provided, the higher the lease rate.

In Alaska, the following communities have negotiated cellular sites:

Seward	8% of the fair market value of the land.
Kenai Peninsula Borough	\$7,600/year (\$633 per month) with 3% increase per year.
Anchorage	\$1650/month for a larger site with 5 year escalation.
Kivalina	\$700/month for a 3925 SF site.

Other Alaska cell sites for smaller installations ranged from \$220/month to \$500/month in the Kenai Peninsula Borough, plus a 3% increase per year. Other Anchorage sites were as high as \$800 to \$1200 a month plus a 3% increase per year.

Considering the location within Valdez in comparison to other Alaskan communities, I would recommend the amended lease rate at \$800.00 per month.

Sincerely,

APPRAISAL COMPANY OF ALASKA



Michael C. Renfro
Contract Assessor
City of Valdez



Appraisal Company of Alaska

MEMORANDUM

To: Mr. Jeremy Talbott and Ms. Jenessa Ables

Cc: Mr. Jake W. Staser, Esq.

From: Mr. Todd Ruggiero, Cell Site Support Services, LLC

Date: July 20, 2020

Subject: Analysis of City of Valdez Use Agreements

This memorandum is intended to provide specific analysis of the City of Valdez's current Use Agreements with multiple wireless carriers (and a tower company) located at the Valdez Grain Terminal. The analysis is informed by the review of hundreds of site agreements between cell carriers, tower companies and municipalities, counties and other governmental entities over the past twenty years. Our review and analysis is limited to the documents that were provided to us. Any additional documentation that becomes available may be provided to us and we will review to determine its affect, if any, on our analysis.

Since 9/11, site agreements with governmental entities for cell sites changed dramatically in favor of governmental entities due to a renewed focus on public safety and the provision of services to the public being of paramount importance. Initially, carriers and tower companies struggled with accepting relatively unilateral terms and conditions in favor of the cities, counties and other governmental entities, but over the years, it has become much more common for carriers and tower companies to accept site agreements with unilateral terms protecting the government entity. The recommendations in regards to the City's existing Use Agreements are made in line with the above background and in line with common practice today in with respect to site agreements in the governmental and quasi-governmental sector.

This memorandum does not consider federal regulations that pertain specifically to collocations which affect a municipality's discretion over whether to approve a zoning permit for a proposed site where there is already an existing lessee/licensee/permittee/user. Other recent regulations promulgated by the FCC affect small cell deployments and installations in public right of ways. The analysis of the Use Agreements herein does not include zoning approvals and permits, nor sites located in public right of ways. This analysis focuses on the existing leases for the macro cell sites located in, around and on the Grain Terminal and makes recommendations for improving the City's current Use Agreements as outlined below.

Existing Use Agreements

I. **AT&T** (originally McCaw) Use Agreement, dated May 8, 1995, as amended four times

1) **Equipment (Section 5):**

a) Terminal: MW dishes, antennas, wave guides, coax cables and related electrical equipment;

b) Ground: 288 sf of ground space for 1 building no taller than 15' plus sufficient area for a snow roof;

c) **Recommendation:** Add exhibit(s) to Use Agreement depicting location of equipment on Terminal and location of all ground equipment, including utilities and access.

2) **Current Annual Use Fee (Amendment No. 4):** \$9,600.00

a) **Recommend Annual Use Fee:** \$20,000.00+ (depending on equipment on Terminal)

3) **Annual Escalation:** None in Amendment No. 4

a) **Recommend Annual Use Fee Escalation:** 3%

4) **Term (Sections 3-4):** There is one 5-year extension remaining under the original Use Agreement. The City has the right to increase the Use Fee to fair market value of the use. **Recommend** increasing the monthly Use Fee to \$20,000.00+. Although this might seem like a steep increase from the current Use Fee, that is really because the current Use Fee is way below market rents.

a) With respect to commencement dates, Jenessa raised a good point regarding the administration of the City's Use Agreements. Many municipalities have elected to have all of their agreements be tied to the calendar year or their fiscal year for ease of administration. This makes it easier to track payments and escalations, expirations, etc. The carriers are familiar with this request and will likely not have an objection.

5) **Consent Required (Section 6): Recommendation:** Included with the City's right to consent to alterations, additions or improvements, AT&T must be obligated to provide the City with a set of construction drawings detailing the proposed changes for City's review, comment, changes and approval.

6) **Insurance (Section 10): Recommend** that this section be expanded upon, both from a coverage and limits standpoint. City must be named as an additional insured on all policies. We recommend \$3MM CGL with an umbrella of \$5MM, plus workers' comp, employer's liability, business auto liability. If City owns the Terminal, then we recommend that only certified climbers climb the Terminal and that they carry the requisite Tower Climbing Insurance. Tower climbing has been ranked as the most dangerous job in American for many years.

7) **Termination (Section 11): Recommendation:** Expand City's termination rights to include the right to terminate, upon 180 days prior written notice, if the City Council determines that AT&T's Use is inconsistent with the City's desired use of the Terminal and/or Real Property.

8) **Electrical Installation/Usage (Section 16):** AT&T agrees to pay for its electrical usage, but has the right to use the existing port master meter and then have the City bill AT&T for reimbursement. **Question:** Is AT&T paying for its own utilities directly? Or is AT&T submetering off of the master meter and then reimbursing the City for its usage?

9) **Environmental (Section 17):** City has some indemnity obligations under the Use Agreement to AT&T. Many municipalities have refused to include any indemnification in their agreements with third parties for a number of reasons, including public entity liability, advice of counsel and the fact that, for \$9,600.00 per year, or even \$24,000.00 per year, it is not worth indemnifying one of the largest for profit corporations in the U.S. **Recommendation:** Require AT&T to accept the Terminal and real property in its AS IS, WHERE IS condition, with all faults, and no express or implied warranties, or representations that the leased premises is fit for any particular purpose.

10) **Removal. Recommendation:** Add removal provision to site agreement specifically requiring AT&T, at its sole cost and expense, to remove all of its equipment from the Terminal and Real Property and to restore both to their original condition, reasonable wear and tear excepted. This may require a change to **Section 18, Waiver of City's Lien**, as if AT&T leaves equipment at the site after termination, the City needs the right to remove and dispose of it at AT&T's cost. The waiver of lien could present a challenge to removing and disposing of the abandoned equipment. If on the property more than 30 days after the expiration or terminate of the Use Agreement, the property should be deemed abandoned and the City should have the right to do what it needs to do to reclaim the premises, all at AT&T's cost and expense.

11) **Miscellaneous:**

a) **Third Recital of Original Use Agreement:** Alaska Grain Company, Inc. owns the Valdez Grain Terminal and operates it on the property pursuant to a license agreement between the City and AGC dated 12/28/82, modified on 5/31/89. **Recommendation:** If this is not correct, have parties acknowledge such in the next amendment or new use agreement.

b) Add Section 10 from Vertical Bridge Use Agreement to Agreement with AT&T in next amendment, i.e., "**Transportation Worker Identification Credential (TWIC)**".

c) Include an "**Access**" provision with access protocols for routine maintenance, construction work, and emergency access. Limit hours of access except in the event of an emergency and provide a call-in number for emergency access if desired.

d) Add a "Notice" provision to the agreement in the next amendment to detail current addresses and methods of delivery of legal notices, etc.

II. Port of Valdez Communications Site Agreement dated October 1, 2015 with **Vertical Bridge Tower II, LLC (VB II)**, via transfer The Alaska Wireless Network, LLC (**AWN Wireless**), successor in interest to GCI Communication Corp. (GCI). The transfer from AWN to VB II was approved by the City on August 3, 2016.

Vertical Bridge is a tower company that is not a wireless operator, but rather acquires cell towers, rooftop sites and other facilities to sublease to carriers. AWN Tower Company, LLC (**AWN Tower**) is a subsidiary of Vertical Bridge. AWN Wireless subleases space from AWN Tower (VB II). City consented to the sublease in the letter dated May 2, 2016 signed by the Mayor on August 3, 2016. Thus, AWN Tower pays the City a Use Fee (way below market) and AWN Wireless pays AWN Tower a sublease or license fee. As a result, it is likely that VB II is making a substantial profit off of this site.

1) **Equipment (Section 5) and Exhibit A:**

a) Terminal: **Recommendation:** Review equipment and locations shown in drawings for accuracy and obtain list of equipment on Terminal;

b) Ground: One (1) building not to exceed 288 sf in area and 15' in height, plus sufficient area for a snow roof on building. **Recommendation:** Review drawings attached as Exhibit A with current survey of equipment;

c) Exhibit A – Drawings are very old. **Recommendation:** Have lessee provide updated drawings depicting location of equipment and utilities.

2) **Annual Use Fee (Amendment No. 1):** \$9,600.00 through 9/30/2020

a) **Recommend Annual Use Fee: \$20,000.00+** (depending on equipment on Terminal)

3) **Annual Escalation:** None.

a) **Recommend Annual Use Fee Escalation: 3%**

4) **Term (Sections 3-4):** The current term expires on 9/30/2020 and there are 3x5 extensions if the Lessee is not in default. The City has the right to increase the Use Fee to fair market value of the use. **Recommend** increasing the monthly Use Fee to \$20,000.00+.

a) Align commencement dates between Use Agreements per Jenessa's inquiry about doing so previously.

5) **Consent Required (Section 6): Recommendation:** Require Lessee to pay for third party structural analysis when Lessee desires to make equipment modifications on the Terminal.

6) **Insurance (Section 13): Recommend** that specific types of coverage and limits be incorporated into this provision. We recommend \$3MM CGL with an umbrella of \$5MM, plus workers' comp, employer's liability, business auto liability. If City owns the Terminal, then we recommend that only certified climbers climb the Terminal and that they carry the requisite Tower Climbing Insurance.

7) **Electrical Installation/Usage (Section 19):** Lessee agrees to pay for its electrical usage, but has the right to use the existing port master meter and then have the City bill Lessee for reimbursement. **Question:** Is Lessee paying for its own utilities directly? Or is Lessee submetering off of the master meter and then reimbursing the City for its usage?

8) **Environmental (Section 20):** City makes some representations and warranties under the Use Agreement. Due to the high profitability of this site for VB II, the fact that there are sometimes, or have been, ordinance in and around the Port, and the fact that the Use Fee revenue is relatively low in relation to the potential liability, I recommend removing any such representation or warranties by the City. **Recommendation:** As with AT&T, require Lessee to accept the Terminal and real property in its AS IS, WHERE IS condition, with all faults, and no express or implied warranties, or representations that the leased premises is fit for any particular purpose.

10) **Removal. Recommendation:** Add removal provision to site agreement specifically requiring Lessee, at its sole cost and expense, to remove all of its equipment from the Terminal and Real Property and to restore both to their original condition, reasonable wear and tear excepted. This may require a change to **Section 21, Waiver of City's Lien**, as if Lessee leaves equipment at the site after termination, the City needs the right to remove and dispose of it at Lessee's cost. The waiver of lien could present a challenge to removing and disposing of the abandoned equipment. If on the property more than 30 days after the expiration or terminate of the Use Agreement, the property should be deemed abandoned and the City should have the right to do what it needs to do to reclaim the premises, all at Lessee's cost and expense.

11) **Miscellaneous:**

a) Include an "Access" provision with access protocols for routine maintenance, construction work, and emergency access. Limit hours of access except in the event of an emergency and provide a call-in number for emergency access if desired.

III. Port of Valdez Communications Site Agreement dated October 1, 2015 with **Copper Valley Telephone Cooperative**.

1) **Equipment (Section 5) and Exhibit A:**

a) Terminal: No number of MW dishes, antennas, coax, wave guides or electrical equipment is provided. Combined with the very basic Exhibit A, it is difficult to know what equipment Lessee is permitted to maintain. **Recommendation:** Review equipment and locations at site and require Lessee to provide survey of all of its equipment at the site;

b) Ground: One (1) building not to exceed 288 sf in area and 15' in height, plus sufficient area for a snow roof on building; one (1) 12KW diesel standby generator with integrated 100-gallon fuel tank mounted in a weather enclosure. **Recommendation:** Review location of generator in Exhibit A for accuracy and obtain current survey of building location from Lessee;

i) Valdez PD allowed to maintain 2 antennas on the Terminal utilizing Lessee's building for a small 3'x5' receiving box) – **Question:** Does the PD maintain this equipment currently?

c) Exhibit A – Single page drawing is very rudimentary and not reflective of any equipment, other than the generator location. **Recommendation:** Have Lessee provide updated drawings depicting location of equipment and utilities.

2) **Annual Use Fee (Amendment No. 1):** \$9,600.00 through 9/30/2020

a) **Recommend Annual Use Fee: \$20,000.00+** (depending on equipment on Terminal)

3) **Annual Escalation:** None.

a) **Recommend Annual Use Fee Escalation: 3%**

4) **Term (Sections 3-4):** The current term expires on 9/30/2020 and there are 3x5 extensions if the Lessee is not in default. The City has the right to increase the Use Fee to fair market value of the use. **Recommend** increasing the monthly Use Fee to \$20,000.00+.

a) Align commencement dates between Use Agreements per Jenessa's inquiry about doing so previously.

5) **Consent Required (Section 6):** **Recommendation:** Require Lessee to pay for third party structural analysis when Lessee desires to make equipment modifications on the Terminal. Require Lessee to coordinate non-routine work at site with the City.

6) **Insurance (Section 13):** **Recommend** that specific types of coverage and limits be incorporated into this provision. Minimum recommend coverage and limits: (i) \$3MM CGL, (ii) with an umbrella of \$5MM, (iii) workers' comp in compliance with state statutory requirements, (iv) employer's liability, and

(v) business auto liability of \$2MM. If City owns the Terminal, then we recommend that only certified climbers climb the Terminal and that they carry the requisite Tower Climbing Insurance.

7) **Electrical Installation/Usage (Section 19)**: Lessee agrees to pay for its electrical usage, but has the right to use the existing port master meter and then have the City bill Lessee for reimbursement. **Question**: Is Lessee paying for its own utilities directly? Or is Lessee submetering off of the master meter and then reimbursing the City for its usage?

8) **Environmental (Section 20)**: City makes some representations and warranties under the Use Agreement, e.g. that the entire property is free of hazardous substances. Due to the fact that CVT uses the site for a profitable enterprise (using a public asset), the fact that there are sometimes, or have been, ordinance in and around the Port, and the fact that the Use Fee is relatively low in relation to the potential liability, I recommend removing any such representation or warranties by the City. **Recommendation**: As with the other users, require Lessee to accept the Terminal and real property in its AS IS, WHERE IS condition, with all faults, and no express or implied warranties, or representations that the leased premises is fit for any particular purpose.

9) **Removal. Recommendation**: Add removal provision to site agreement specifically requiring Lessee, at its sole cost and expense, to remove all of its equipment from the Terminal and Real Property and to restore both to their original condition, reasonable wear and tear excepted. This may require a change to **Section 21, Waiver of City's Lien**, as if Lessee leaves equipment at the site after termination, the City needs the right to remove and dispose of it at Lessee's cost. If on the property more than 30 days after the expiration or terminate of the Use Agreement, the property should be deemed abandoned and the City should have the right to do what it needs to do to reclaim the premises, all at Lessee's cost and expense.

10) **Miscellaneous**:

a) Include an "Access" provision with access protocols for routine maintenance, construction work, and emergency access. Limit hours of access except in the event of an emergency and provide a call-in number for emergency access if desired.

IV. Summary: Overall, the City has done a good job of updating its Use Agreement over the years. There are some terms that the City may want to address as outlined above and of course, there is a lot of room to increase the annual use fees.

The City may choose to continue using the "Use Agreement" format, or consider a "License", "Permit" or "Revocable Use Permit" format, utilized by other governmental entities. In any event, changing the term of the User/Carrier from "Lessee" to "Permittee" or "Licensee" is recommended so as to avoid any confusion that the agreement is in any way intended to be a lease. Using the License or Permit format allows for incumbent revocation/termination rights of both as a matter of law.

From: [Todd Ruggiero](#)
To: [Jenessa Ables](#)
Cc: [Jake Staser](#); [Jeremy Talbott](#)
Subject: [External Attachment *Caution*]-Re: Original Contract Scope - "Industry Standard" Rate Inquiry
Date: Tuesday, October 13, 2020 9:33:21 AM

Hi Jenessa,

For 20 years, I worked for 2 of the major carriers, which involved negotiating hundreds of agreements with cities, counties and states. For the past 8 years, I've worked with approximately 70 government entities in assisting them with their wireless telecom site leasing and zoning issues. While some of the information related to the wireless site leases and rental rates is publicly available via the internet, most of it requires a public records request. Unfortunately, I cannot directly share the information for my clients without obtaining their consent.

That said, the rental/use rate that I recommended to the City is conservative and is based on rent data that I have accumulated throughout my career. My experience includes working on piecemeal pricing of equipment for carriers with respect to collocations on existing towers and working on master license agreements between the carriers and the tower companies which also involves a pricing schedule.

A rate of \$5,000.00 - \$10,000.00 per year for a cell site on municipal property would be the very low end of the range, in fact, I cannot recall working on a lease with a municipality for a starting rent of \$10,000.00 in the past 10 years. The average rent for municipal leases on which I work is \$2,250.00. Note, that rate is for a macro-cell site, not a small cell site.

With respect to the sites on the City's silos, they could even garner a premium because the carriers get the advantage of using the existing silos instead of having to build a tall communications tower. I know the information in this email may not be the backup or support for which the City is looking, but it's the best that I can offer without culling through publicly available data for rental rates charged by other municipalities or obtaining waivers from municipal clients to share their rental rate data.

Please let me know if you would like to discuss.

Thank you,

Todd

Todd D. Ruggiero
[415.235.8494](tel:415.235.8494) (direct)
[866.853.3772](tel:866.853.3772) (fax)
todd@cellsitesupport.com

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**PORT OF VALDEZ
COMMUNICATIONS SITE AGREEMENT**

This COMMUNICATIONS SITE AGREEMENT (Agreement) is hereby entered into on this ___ day of _____ by and between the **CITY OF VALDEZ, ALASKA** (City), an Alaska municipal corporation, whose address is P.O. Box 307, Valdez, Alaska 99686 and _____ (User), a _____ corporation whose address is _____.

WITNESSETH:

WHEREAS, the City is owner of that certain parcel of real property that is located in the Valdez Recording District, Third Judicial District, State of Alaska, described as follows:

Island F, a portion of ADL Nos. 201084 & 212412, also known as "Ammunition Island," referenced in Alaska Tidelands Survey 564, located in Township 8 South, Range 6 West, Copper River Meridian, Valdez Recording District, Third Judicial District, State of Alaska; and

Located upon that real property is the Valdez Container Terminal ("Terminal") including a certain grain handling facility with grain silos and an access tower upon which communications equipment may be placed ("Premises"); and

WHEREAS, User is engaged in the business of providing communication services in and around Valdez, Alaska, and desires to place certain equipment that is associated with the provision of communication services on and upon certain Terminal towers and structures and, further, desires to make and place certain improvements to and upon the Real Property whose function is to be associated with the operation of such equipment; and

WHEREAS, the City seeks to facilitate the provision of improved and innovative communications within Valdez and specifically find that this Agreement conforms therewith.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the City and User as follows:

1. Use of Premises. The City grants user the right and privilege to use of the Premises as further defined in **Exhibit A** attached hereto.

User agrees to accept the premises AS IS, WHERE IS condition with all faults, and understands that the City makes no express or implied warranties, or representations that the Premises is fit for any particular purpose.

The City grants to User the right and privilege to come and be present upon and to make use of the Premises for the following purpose only:

To place, install, maintain and operate equipment associated with the provision of communications services within the City of Valdez and the surrounding vicinity. The equipment that User is permitted to place, install, operate, and maintain upon the Premises under this Agreement is depicted in **Exhibit B** attached hereto (“Equipment”) as is the permitted location and configuration of the Equipment.

User shall not commit or allow to be committed waste upon or to the Premises or Terminal or any public or private nuisance or other act or thing (including but not limited to noise or vibration) which disturbs City, any neighboring property owner or tenant.

Prior to the execution of this Agreement, User shall provide the City with a detailed description of the Equipment and drawings indicating the location and configuration of the Equipment on the Terminal and all ground Equipment including utilities and access.

2. Fees. User shall pay to the City, in exchange for the right and privilege to use the Premises as is permitted under this Agreement, and for the Term thereof, the sum of TWENTY THOUSAND DOLLARS and NO CENTS (\$20,000.00) per year. The fee shall increase annually by THREE (3) PERCENT rounded to the nearest dollar unless otherwise adjusted by resolution of the Valdez City Council. Annual fees for the term of this Agreement shall be:

- 2020 – \$5,041 (Pro-rated)
- 2021 – \$20,000
- 2022 – \$20,600
- 2023 – \$21,218
- 2024 – \$21,855
- 2025 – \$22,510

Fees for any period during the term hereof which is less than one year shall be prorated based on a three hundred sixty-five (365) day year.

These fees shall be paid in advance in one annual payment on or before January 31, of each year. Fees shall be paid directly to the Port of Valdez, P.O. Box 787, Valdez, Alaska 99686.

3. Term. This Agreement shall be for a term of FIVE (5) years, commencing on October 1, 2020 and terminating on December 31, 2025, unless this Agreement is terminated at some earlier date under the terms and conditions set out hereinafter.

4. Extended Term. User shall have the right to extend the Term of this Agreement for a period of FIVE (5) years if and insofar as User gives written notice to the City of an intention to exercise this option no later than THIRTY (30) days prior to the expiration of the Term and that, at such time, User 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 hereof. Two additional FIVE (5) year extensions may be granted by the City if User is in compliance with this Agreement

and the City deems this to be in the best interest of the City. At each extension, the City may increase the use rate based upon the fair market rental value of the use by User.

5. Consent Required for Modifications. User shall not place or install any equipment, or make any alteration, addition, or improvement to any existing equipment previously placed or installed, or place or put any improvements on or to the Premises or Terminal, or commence any such undertaking without the prior written consent of the City after submitting a Modification Application Form attached as **Exhibit C** and a \$1,500 modification application fee.

As a condition precedent to such consent, User shall deliver to the City written plans, drawings, and specifications for all such work and provide a third-party structural analysis of such modifications and/or improvements. The plans shall show the layout of all proposed buildings, modifications to existing buildings or structures, and all other modifications, dimensions and locations of utilities if modified, specific use of said improvements, and a schedule of the completion dates for such modifications and other improvements. It is not the intent of this paragraph to restrict or prevent any required maintenance.

6. Interference with Terminal or City Operations. User shall not place, install, maintain, or operate any equipment on or come upon, occupy or use the Terminal or Premises so as to hamper the operation or use of the Terminal, cement powder storage and distribution facility, or any other facility or that interferes with or impairs any of the rights or benefits of the City. The use of the Terminal and Premises for purposes deemed of higher public benefit by the City takes precedent over any use by User. User shall interfere with the Valdez Police Department or Valdez Fire Departments use of the premises for communication purposes including the maintenance of two antennas located on the Terminal towers and a receiver box.

7. Multi-Use Facility. User recognizes that the Valdez Container Terminal (VCT) is a multi-use facility. There will be occasions when User's personnel may be restricted from access to the Terminal due to Coast Guard, Department of the Army, Department of Defense, or any other applicable regulations. In addition, the City may restrict access to the Terminal as required for Port operations or otherwise. Any business interruptions associated with the City restricting access or otherwise closing the Terminal shall create no financial obligation upon the City for any cost of such interruption to User operations.

9. Compliance with Government Regulations. User 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 communications business generally or cellular communications specifically; User 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 a lack of compliance with any aforesaid laws and/or regulations arising out of or with respect to User's operations of the equipment associated with this Agreement.

10. Access. User understands that the Terminal is located on a regulated facility as defined by the U.S. Coast Guard, Department of Homeland Security and agrees to comply with

any and all regulations in 33 CFR, Chapter 1, Subchapter H, Part 105 – Maritime Security: Facilities.

User agrees to provide the Port office with a list of all employees or contractors needing access to the Terminal. All employees and contractors shall have a valid Transportation Worker Identification Credential (“TWIC”) or be escorted by a valid TWIC holder that has been approved for access to the Terminal and contact the Port Office to register TWIC for facility access in advance of arrival on site. Employees and contractors requiring access to the Terminal must pay the gate registration fee under the Port of Valdez Terminal Tariff (“Tariff”) in effect at the time of registration and will incur additional administration/maintenance charges under the Tariff when City assistance or escort is required to access the terminal.

Only certified climbers covered by the requisite tower climbing insurance may climb the tower located at the Terminal.

11. Nuisance. User shall immediately remove from the Terminal and Premises any of the following which are determined to be abandoned: buildings, improvements, vehicles, equipment, machinery or fixtures. User shall not allow a public nuisance to exist or to be created or maintained on the Premises or Terminal. If the City Manager or Port Director determines that User has failed to perform as required by this subsection, the City Manager or Port Director may direct User to secure a labor force to so perform at the sole expense of User and User shall do so immediately. If User fails to commence such performance within twenty-four hours after notice from the City Manager or Port Director, the City Manager or Port Director may arrange for such performance at the sole expense of User and User shall pay those expenses.

12. Indemnification. To the maximum extent permitted by law, User (Indemnitor) agrees to defend, indemnify, and hold harmless, the City, the City’s employees, and any/all other entities for which the City is, or may become, legally responsible (Indemnitees), against and from any and all claims in any way associated with anyone’s conduct under, induced by, and/or enabled by, this Agreement, alleged to have arisen in whole or in part as a result of any conduct on the part of the Indemnitor and/or one or more of the Indemnitees.

13. Insurance Requirements. All insurance policies required to be maintained by User under this paragraph shall name the City, and its officers, employees and agents, as additional insureds. All policies issued under paragraph shall contain an agreement by the insurers that such policies shall not be cancelled without at least twenty (20) days prior written notice to the City, and certificates or copies of all such insurance policies shall be furnished to the City promptly upon request therefor. All policies shall contain a waiver of any subrogation rights any insurer might have against the City. User shall maintain, at its own expense, insurance as follows:

General Commercial Liability: User shall Maintain a General Commercial Liability insurance policy covering the User and the City for any and all claims for personal injury, bodily injury (including death) and property damage (including environmental degradation or contamination) arising from any activity occurring as a result of this Agreement.

A. Minimum limits:

1. \$1,000,000 Each occurrence
2. \$100,000 Damage to rented premises
3. \$1,000,000 Personal injury
4. \$3,000,000 General aggregate
5. \$3,000,000 Products and completed operations aggregate

B. Coverages:

1. The policy shall contain additional insured endorsement CG 20 10 04 13 and CG 20 37 04 13 or equivalent as approved by Contractor.

Auto Liability: User shall maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

A. Minimum Limits:

1. \$1,000,000 Combined single limit for each accident.

B. Coverages:

1. Additional insured endorsement
2. Waiver of subrogation
3. Contractual liability

Workers' Compensation: User shall maintain Workers' Compensation and Employer's Liability Insurance.

A. Minimum Limits:

1. Workers' compensation – statutory limit
2. Employer's liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 bodily injury by disease for each employee
 - \$1,000,000 bodily injury disease aggregate

B. Coverages:

1. The policy shall provide for a waiver of subrogation in favor of the parties required to be named additional insured under the User's General Liability policy.

Umbrella Liability: User shall maintain shall Maintain an Umbrella Liability insurance policy covering the User and the City.

A. Minimum Limits:

1. \$5,000,000 per occurrence.

14. **Termination.** This Agreement may be terminated by the City should User's use interfere with the City's use of the Premises or Terminal for purposes deemed by the City as in the Communications Site Agreement

best interest of the public, by providing User with one hundred eighty (180) days prior written notice of termination. This Agreement may be terminated by the City upon User's failure to perform or comply with any of the conditions or obligations contained in this Agreement, or the filing of a petition in bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee, by or against User; in such event, the City shall give User ten (10) days prior written notice of the termination and User shall have thirty (30) days to remove any of its equipment from the Terminal and Premises. This Agreement may be terminated by User upon thirty (30) days prior written notice of the termination and User shall then have thirty (30) days from the date of such notice to remove all of its equipment from the Terminal and Premises. The City reserves the right to terminate this agreement if it is in the best interest of the public to do so.

15. Radio Interference. At the City's request, User shall discontinue the use of the Terminal as a transmitting/receiver site should User's use interfere with any FCC licensed transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

16. Assignability/ Use by Other Parties. User 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. User may not allow other parties to utilize User's equipment installed on the Premises without the prior written consent from the City. User shall immediately disclose any use of the Premises or User's equipment installed thereon by any party other than User. Failure to make such a disclosure will result in the imposition of a penalty in the amount of \$20,000 per year that User failed to make such a disclosure. Execution of this Agreement by User shall serve as a certification by User that no other parties are utilizing User's equipment installed on the Premises as of the date of execution.

17. Non-exclusive Use. The use of the Terminal and Premises by User will not be an exclusive use and therefore others who request to use it for similar purposes may also be allowed to do so by the City.

18. Snow and Bird Waste Removal. User will be responsible for all snow and bird waste removal necessary for its use under this Agreement.

19. Utility Installation/Usage. User will be responsible for the cost of installation of and the utilization of electricity needed for its use. User may utilize, if feasible, the existing port master meter to access power to the site of User's facilities. The City will bill User for reimbursement for the cost of power plus \$0.025 per Kwh and the cost of other utilities used by User under this Agreement. User is responsible for obtaining and maintaining a separate electricity meter for its use under this Agreement.

20. Removal of Equipment. Upon the expiration or termination of this Agreement, User, at its sole cost and expense, will be responsible for the removing all equipment installed on the Terminal and/or Premises and restoring the Terminal and/or Premises to its condition prior to installation of the equipment except for normal wear and tear. Failure to remove the Equipment and restore the Premises as required in this paragraph within SIXTY (60) days of the expiration or termination of this Agreement will result in the Equipment being deemed abandoned

21. Environmental Laws.

- (a.) User represents, warrants, and agrees that it will conduct its activities on the Premises in compliance with all applicable Environmental Laws, and will keep the Premises free of Hazardous Substances, except for fuel for emergency generators. The City represents, warrants, and agrees that it has in the past and will in the future conduct its activities on the Premises in compliance with all applicable Environmental Laws and that the Premises is free of Hazardous Substances as of the date of this Agreement.
- (b.) The City shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, caused by the City, that have occurred or which may occur on the Premises. User shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, caused by the User, that have occurred or which may occur on the Premises.
- (c.) User 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 User's activities on the Property.
- (d.) 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 governmental authority.

22. Notices. All notices hereunder must be in writing and shall be deemed validly given if hand delivered or sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service, addressed to the City or User at the addresses indicated below (or any other address that the Party to be notified may have designated to the sender by like notice). Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

USER

	Cell Site / Technician	Lease Management	Billing Division
Name:			
Address:			
Phone:			
Email:			
*			

* Check for Notification of Terminal Closures and Planned Outages

CITY

Name: Jeremy Talbott
Address: P.O Box 307
Valdez, AK 99686
Phone: (907) 835-4564
E-Mail: JTalbott@valdezak.gov

23. Governing Law/Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alaska. Any legal action brought to enforce this Agreement must be filed in the appropriate Alaska state court located in Valdez, Alaska.

24. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this lease, and no other agreement, statement or promise made by any party which is not contained in this lease shall be binding or valid.

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.

INSERT USER NAME HERE

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Mark Detter, City Manager

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

Jeremy Talbott, Ports and Harbors Director

Date: _____

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

Jake W. Staser

Date: _____

DRAFT - NOT FOR SIGNATURE

EXHIBIT A

Map/Description of Premises

DRAFT - NOT FOR SIGNATURE

EXHIBIT B

List of Specific Uses and Equipment to be Installed on Premises

DRAFT - NOT FOR SIGNATURE

EXHIBIT C

Modification Application Form

User: _____

Address: _____

Modification Requested: _____

Describe New or Modified Equipment: _____

Dates Requested for Completion of Modification: _____

Names of Certified Climber(s) Completing Modification: _____

Submitted Revised Exhibit B? YES/NO

Submitted \$1,500 Modification Application Fee? YES/NO

Signature: _____

Name: _____

Date: _____

DRAFT - NOT FOR SIGNATURE

**PORT OF VALDEZ
COMMUNICATIONS USE AGREEMENT
AMENDMENT NO. 1**

This Communication Site Use Agreement Amendment No. 1 is hereby entered into on this ____ day of _____, 2026, between the **CITY OF VALDEZ, ALASKA** (“City”), a municipal corporation, whose address is P.O. Box 307, Valdez, Alaska 99686, and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“AT&T” or “User”) with regard to that certain Use Agreement described below.

WHEREAS, the City and User entered into a Use Agreement, effective October 1, 2020 (“Use Agreement”) for the use of the Valdez Grain Terminal Facilities for a communication equipment site; and,

WHEREAS, the Use Agreement provides for options to extend the term of the Use Agreement for two (2) successive periods of five (5) years each; and,

WHEREAS, User wishes to exercise the first option to extend the term of the Use Agreement for a period of five (5) years; and,

THEREFORE, the parties wish to modify the Use Agreement as follows:

1. Paragraph 2. Fees, is hereby amended as follows:

User shall pay to the City, in exchange for the right and privilege to use the Premises as is permitted under this Agreement, and for the Term thereof, the sum of **TWENTY-THREE THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS and NO CENTS (\$23,185.00)** per year (“Fee”). The Fee shall increase annually by **THREE (3) PERCENT** rounded to the nearest dollar unless otherwise adjusted by resolution of the Valdez City Council. Annual Fees for the term of this Agreement shall be:

2026 – \$23,185
2027 – \$23,881
2028 – \$24,597
2029 – \$25,335
2030 – \$26,095

2. Paragraph 3. Term, is hereby extended as follows:

The term of the Use Agreement shall be extended for a period of five (5) years, commencing on **January 1, 2026 and terminating on December 31, 2030** unless the Use Agreement is terminated at some earlier date as provided therein.

All other provisions of the Use Agreement will remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Use Agreement Amendment No. 1 as of the day and year first above written.

[SIGNATURES TO FOLLOW]

**New Cingular Wireless PCS, LLC,
a Delaware limited liability company
AUTHORIZED:**

By: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Dennis Flemming, Mayor

Date: _____

ATTEST:

Sheri Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

Jeremy Talbott, Ports and Harbor Director

Date: _____

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

Jake W. Staser

Date: _____

**PORT OF VALDEZ
COMMUNICATIONS SITE AGREEMENT**

This COMMUNICATIONS SITE AGREEMENT (“Agreement”) effective 1st day of October, 2020 is hereby entered into by and between the **CITY OF VALDEZ, ALASKA** (“City”), an Alaska municipal corporation, whose address is P.O. Box 307, Valdez, Alaska 99686 and New Cingular Wireless PCS, LLC, a Delaware limited liability company, whose address is 1025 Lenox Park Blvd. NE, Third Floor, Atlanta, GA 30319 (“User”).

WITNESSETH:

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

Island F, a portion of ADL Nos. 201084 & 212412, also known as “Ammunition Island,” referenced in Alaska Tidelands Survey 564, located in Township 8 South, Range 6 West, Copper River Meridian, Valdez Recording District, Third Judicial District, State of Alaska; and

Located upon that Property is the Valdez Container Terminal (“Terminal”) including a certain grain handling facility with grain silos and an access tower upon which communications equipment may be placed (“Premises”); and

WHEREAS, User is engaged in the business of providing communication services in and around Valdez, Alaska, and desires to place certain equipment that is associated with the provision of communication services on and upon certain Terminal towers, and further, desires to make and place certain improvements to and upon the Property whose function is to be associated with the operation of such equipment; and

WHEREAS, the City seeks to facilitate the provision of improved and innovative communications within Valdez and specifically find that this Agreement conforms therewith.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the City and User as follows:

1. Use of Premises. The City grants User the right and privilege to use of the Premises as further defined in **Exhibit A** attached hereto.

User agrees to accept the premises AS IS, WHERE IS condition with all faults, and understands that the City makes no express or implied warranties, or representations that the Premises is fit for any particular purpose.

The City grants to User the right and privilege to come and be present upon and to make use of the Premises for the following purpose only:

AT&T
Communications Site Agreement

Page 1 of 16

To place, install, maintain and operate equipment associated with the provision of communications services within the City of Valdez and the surrounding vicinity. The equipment that User is permitted to place, install, operate, and maintain upon the Premises under this Agreement is depicted in **Exhibit B** attached hereto (“Equipment”) as is the permitted location and configuration of the Equipment.

User shall not commit or allow to be committed waste upon or to the Premises or Terminal or any public or private nuisance or other act or thing (including but not limited to noise or vibration) which disturbs City, any neighboring property owner or tenant.

Prior to the execution of this Agreement, User shall provide the City with a detailed description of the Equipment and drawings indicating the location and configuration of the Equipment on the Terminal and all ground Equipment including utilities and access.

2. Fees. User shall pay to the City, in exchange for the right and privilege to use the Premises as is permitted under this Agreement, and for the Term thereof, the sum of TWENTY THOUSAND DOLLARS and NO CENTS (\$20,000.00) per year (“Fee”). The Fee shall increase annually by THREE (3) PERCENT rounded to the nearest dollar unless otherwise adjusted by resolution of the Valdez City Council. Annual Fees for the term of this Agreement shall be:

2020 – \$5,041 (Pro-rated)
2021 – \$20,000
2022 – \$20,600
2023 – \$21,218
2024 – \$21,855
2025 – \$22,510

Fees for any period during the term hereof which is less than one year shall be prorated based on a three hundred sixty-five (365) day year.

These Fees shall be paid in advance in one annual payment on or before January 31, of each year. Fees shall be paid directly to the Port of Valdez, P.O. Box 787, Valdez, Alaska 99686. In the event the Agreement is terminated, Fees will be refunded on a prorated basis.

3. Term. This Agreement shall be for a term of FIVE (5) years, commencing on October 1, 2020 and terminating on December 31, 2025, unless this Agreement is terminated at some earlier date under the terms and conditions set out hereinafter.

4. Extended Term. User shall have the right to extend the Term of this Agreement for a period of FIVE (5) years if and insofar as User gives written notice to the City of an intention to exercise this option no later than THIRTY (30) days prior to the expiration of the Term and that, at such time, User 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 hereof beyond any applicable cure period. Two additional FIVE (5) year extensions may be granted by the City in its

discretion if User is in compliance with this Agreement at the time of the exercise of such extension. At each extension, the City may increase the use rate based upon the fair market rental value of the use by User.

5. Consent Required for Modifications. User shall not place or install any equipment, or make any alteration, addition, or improvement to any existing equipment previously placed or installed, or place or put any improvements on or to the Premises or Terminal, or commence any such undertaking without the prior written consent of the City after submitting a Modification Application Form attached as **Exhibit C** and a \$1,500 modification application fee. This fee shall be waived for the site modifications detailed in **Exhibit D**.

As a condition precedent to such consent, User shall deliver to the City written plans, drawings, and specifications for all such work and provide a third-party structural analysis of such modifications and/or improvements. The plans shall show the layout of all proposed buildings, modifications to existing buildings or structures, and all other modifications, dimensions and locations of utilities if modified, specific use of said improvements, and a schedule of the completion dates for such modifications and other improvements. It is not the intent of this paragraph to restrict or prevent any required maintenance. Such consent will not be unreasonably withheld by the City.

6. Interference with Terminal or City Operations. User shall not place, install, maintain, or operate any equipment on or come upon, occupy or use the Terminal or Premises so as to hamper the operation or use of the Terminal, cement powder storage and distribution facility, or any other facility or that interferes with or impairs any of the rights or benefits of the City. The use of the Terminal and Premises for purposes deemed of higher public benefit by the City takes precedent over any use by User. User shall not interfere with the Valdez Police Department or Valdez Fire Departments use of the Premises for communication purposes including the maintenance of two antennas located on the Terminal towers and a receiver box.

7. Multi-Use Facility. User recognizes that the Valdez Container Terminal (VCT) is a multi-use facility. There will be occasions when User's personnel may be restricted from access to the Terminal due to Coast Guard, Department of the Army, Department of Defense, or any other applicable regulations. In addition, the City may restrict access to the Terminal as required for Port operations or otherwise. Any business interruptions associated with the City restricting access or otherwise closing the Terminal shall create no financial obligation upon the City for any cost of such interruption to User operations.

8. Compliance with Government Regulations. User 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 communications business generally or cellular communications specifically; User 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 a lack of compliance with any aforesaid laws and/or regulations arising out of or with respect to User's operations of the equipment associated with this Agreement.

9. Access. User understands that the Terminal is located on a regulated facility as defined by the U.S. Coast Guard, Department of Homeland Security and agrees to comply with any and all regulations in 33 CFR, Chapter 1, Subchapter H, Part 105 – Maritime Security: Facilities.

User agrees to provide the Port office with a list of all employees or contractors needing access to the Terminal. All employees and contractors shall have a valid Transportation Worker Identification Credential (“TWIC”) or be escorted by a valid TWIC holder that has been approved for access to the Terminal and contact the Port Office to register TWIC for facility access in advance of arrival on site. Employees and contractors requiring access to the Terminal must pay the gate registration fee under the Port of Valdez Terminal Tariff (“Tariff”) in effect at the time of registration and will incur additional administration/maintenance charges under the Tariff when City assistance or escort is required to access the Terminal.

Only certified climbers, as required by 29 C.F.R 1926.503 and 29 C.F.R 1910.30, may climb the tower located at the Terminal. User shall ensure that any subcontractor hired for work that requires climbing the tower is covered by tower climbing insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate.

10. Nuisance. User shall immediately remove from the Premises any of the following items of User’s property which are determined to be abandoned: buildings, improvements, vehicles, equipment, machinery or fixtures. User shall not allow a public nuisance to exist or to be created or maintained on the Premises. If the City Manager or Port Director determines that User has failed to perform as required by this subsection, the City Manager or Port Director may direct User to secure a labor force to so perform at the sole expense of User and User shall do so immediately. If User fails to commence such performance within seventy-two hours after notice from the City Manager or Port Director, the City Manager or Port Director may arrange for such performance at the sole expense of User and User shall pay those expenses.

11. Indemnification. To the maximum extent permitted by law, User (Indemnitor) agrees to defend, indemnify, and hold harmless, the City, and the City’s employees and contractors, (Indemnitees), against and from any and all claims in any way associated with conduct under, induced by, and/or enabled by, this Agreement, alleged to have arisen in whole or in part as a result of any conduct on the part of the Indemnitor and/or one or more of the Indemnitees, not including willful misconduct, negligence, or breach of Agreement obligations by Indemnitees.

12. Insurance Requirements. All insurance policies required to be maintained by User under this paragraph shall include the City, and its officers, employees and agents, as additional insureds by endorsement with respect to this agreement. User will provide at least thirty (30) days written notice to City, of cancellation or non-renewal of any required coverage that is not replaced, and certificates or copies of all such insurance policies shall be furnished to the City promptly upon request therefor. To the extent permitted by law, all policies shall contain a waiver of any subrogation rights any insurer might have against the City. Alternatively, User shall have the right to self-insure by submitting a signed copy of the letter of self-insurance attached hereto as Exhibit E. User shall maintain, at its own expense, insurance as follows:

General Commercial Liability: User shall Maintain a Commercial General Liability insurance policy based on form ISO CG 00 01 or equivalent covering the User and the City for claims for personal injury, bodily injury (including death) and property damage arising from any activity occurring as a result of this Agreement.

- A. Limits:
 - 1. \$1,000,000 Each occurrence
 - 2. \$100,000 Damage to rented premises
 - 3. \$1,000,000 Personal injury
 - 4. \$3,000,000 General aggregate
 - 5. \$3,000,000 Products and completed operations aggregate
- B. Coverages:
 - 1. The policy shall contain additional insured endorsement CG 20 10 and CG 20 37 or equivalent with respect to this Agreement.

Auto Liability: User shall maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

- A. Limits:
 - 1. \$1,000,000 Combined single limit for each accident.
- B. Coverages:
 - 1. Additional insured endorsement with respect to this Agreement
 - 2. Waiver of subrogation
 - 3. Contractual liability

Workers' Compensation: User shall maintain Workers' Compensation and Employer's Liability Insurance.

- A. Limits:
 - 1. Workers' compensation – statutory limit
 - 2. Employer's liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 bodily injury by disease for each employee
 - \$1,000,000 bodily injury disease aggregate
- B. Coverages:
 - 1. To the extent permitted by law, the policy shall provide for a waiver of subrogation as respects to the parties required to be included as additional insured under the User's Commercial General Liability policy.

Umbrella/Excess Liability: User shall maintain shall Maintain an Umbrella/Excess Liability insurance policy covering the User:

A. Limits:

1. \$5,000,000 per occurrence and in the aggregate.

B. User may use any combination of primary and excess insurance to meet the total limits required

Pollution legal liability self-insurance in the amount of \$1,000,000 per claim and in the aggregate covering third party claims for bodily injury, property damage or cleanup costs as required by law, where the pollution is caused during and by User's operations under this Agreement.

Alternatively, User shall have the right to self insure any of the required insurance under the same terms as required by this Agreement.

13. Termination. This Agreement may be terminated by the City should User's use interfere with the City's use of the Premises or Terminal for purposes deemed by the City as in the best interest of the public, by providing User with one hundred eighty (180) days prior written notice of termination. This Agreement may be terminated by the City upon User's failure to perform or comply with any of the conditions or obligations contained in this Agreement, which default is not cured within thirty (30) days of receipt of written notice of default; or the filing of a petition in bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee, by or against User; in such event, the City shall give User ten (10) days prior written notice of the termination and User shall have ninety (90) days to remove any of its equipment from the Terminal and Premises. This Agreement may be terminated by User upon thirty (30) days prior written notice of the termination and User shall then have ninety (90) days from the date of such notice to remove all of its equipment from the Terminal and Premises.

14. Radio Interference. At the City's request, User shall discontinue the use of the Terminal as a transmitting/receiver site should User's use interfere with any FCC licensed transmitter, receiver, or navigation aid until the cause of the interference is eliminated. Subsequent to the installation of the User Facilities, City will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Property or property contiguous thereto owned or controlled by the City, if such modifications cause interference with User's operations. In the event interference occurs, City will endeavor to eliminate such interference in a reasonable time period.

15. Assignability/ Use by Other Parties. User 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. User may not allow other parties to utilize User's equipment installed on the Premises without the prior written consent from the City. Such consent by the City shall not be unreasonably withheld, conditioned or delayed. User shall immediately disclose any use of the Premises or User's equipment installed thereon by any party other than User. Failure to make such a disclosure will result in the imposition of a penalty in the amount of \$20,000 per year that User failed to make

such a disclosure. Execution of this Agreement by User shall serve as a certification by User that no other parties are utilizing User's equipment installed on the Premises as of the date of execution.

16. Non-exclusive Use. The use of the Terminal and Premises by User will not be an exclusive use and therefore others who request to use it for similar purposes may also be allowed to do so by the City.

17. Snow and Bird Waste Removal. User will be responsible for all snow and bird waste removal necessary for its use under this Agreement.

18. Utility Installation/Usage. User will be responsible for the cost of installation of and the utilization of electricity needed for its use. User may utilize, if feasible, the existing port master meter to access power to the site of User's facilities. The City will bill User for reimbursement for the cost of power plus \$0.025 per KWH and the cost of other utilities used by User under this Agreement. User is responsible for obtaining and maintaining a separate electricity meter for its use under this Agreement.

19. Removal of Equipment. Upon the expiration or termination of this Agreement, User, at its sole cost and expense, will be responsible for the removing all equipment installed on the Terminal and/or Premises and restoring the Terminal and/or Premises to its condition prior to installation of the equipment except for normal wear and tear. Failure to remove the Equipment and restore the Premises as required in this paragraph within NINETY (90) days of the expiration or termination of this Agreement will result in the Equipment being deemed abandoned

20. Environmental Laws.

(a.) User represents, warrants, and agrees that it will conduct its activities on the Premises in compliance with all applicable Environmental Laws, and will keep the Premises free of Hazardous Substances, except for fuel for emergency generators. "Hazardous Substances" has the meaning set forth in 29 C.F.R. § 1910.120. The City represents, warrants, and agrees that it has in the past and will in the future conduct its activities on the Premises in compliance with all applicable Environmental Laws and that the Premises is free of Hazardous Substances as of the date of this Agreement.

(b.) The City shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, caused by the City, that have occurred or which may occur on the Premises. User shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, caused by the User, that have occurred or which may occur on the Premises.

(c.) User 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 User's activities on the Property.

- (d.) The City agrees to defend, indemnify and hold User 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 User 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, that relate to or arise from the City's activities during this Agreement and from all activities on the Property prior to the commencement of this Agreement.
- (e.) 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 governmental authority.

21. Waiver of the City's Lien. The City hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities of User or any portion thereof which shall be deemed personal property for the purposes of this Agreement, regardless of whether or not same is deemed real or personal property.

22. Notices. All notices hereunder must be in writing and shall be deemed validly given if hand delivered or sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service, addressed to the City or User at the addresses indicated below (or any other address that the Party to be notified may have designated to the sender by like notice). Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

USER

Name: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Address: 1025 Lenox Park Blvd. NE, Third Floor, Atlanta, GA 30319

With a required copy to:
New Cingular Wireless PCS, LLC
Attn: Legal Dept. – Network
208 S. Akard Street, Dallas, TX 75202

AT&T provides the following contacts for outages and maintenance:

Mobility Network Reliability Center (MNRC): 1-800-638-2822

Responsible for monitoring the network for alarms, conditions such as power failures that

may require special attention to avoid impact on the network's performance
Available 24 hours for site emergencies and/ or after hours.

For planned maintenance or repairs (i.e. roof maintenance, coating roof, etc.) near our antennas or within controlled areas please dial option 9 & option 3 for planned maintenance approval as far in advance as possible to gain approvals needed for planned maintenance.

Please note: the AT&T MNRC can only coordinate the turning down of AT&T transmitters; please coordinate with the owner of any non-AT&T telecommunications facilities on site with their respective owners.

AT&T Lease & Billing contacts:

Tower Asset Group,

email address: REleaseAdmin@att.com,

toll-free number 877-231-5447,

or mailing address: [1025 Lenox Park Blvd, 3rd FL – Atlanta, GA 30319](#).

CITY

Name: Jeremy Talbott

Address: P.O Box 307

Valdez, AK 99686

Phone: (907) 835-4564

E-Mail: JTalbott@valdezak.gov

23. Governing Law/Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alaska. Any legal action brought to enforce this Agreement must be filed in the appropriate Alaska state court located in Valdez, Alaska.

24. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by any party which is not contained in this Agreement shall be binding or valid.

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

[SIGNATURES TO FOLLOW]

BY: AT&T MOBILITY CORPORATION

ITS: MANAGER

AUTHORIZED:

BY: [Signature]

DATE: 8-9-21

TITLE: DIRECTOR

Mailing Address

1025 Lenox Park Blvd. NE, Third Floor
Atlanta, GA 30319
City, State, Zip Code

Signature of Witness

Date: _____

CITY OF VALDEZ, ALASKA
APPROVED:

[Signature]
Sharon Scheidt, Mayor

Date: 9.7.2021



[Signature]
Sheri L. Pierce, MMC, City Clerk

Date: 9/7/21

NEW CINGULAR WIRELESS PCS,
LLC

RECOMMENDED:

AT&T
Communications Site Agreement



Jeremy Talbott, Ports and Harbors Director

Date: 9-2-21

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



Jake W. Staser

Date: 07.08.2021

EXHIBIT A

Map/Description of Premises

Island F, a portion of ADL Nos. 201084 & 212412, also known as "Ammunition Island," referenced in Alaska Tidelands Survey 564, located in Township 8 South, Range 6 West, Copper River Meridian, Valdez Recording District, Third Judicial District, State of Alaska.

EXHIBIT B

List of Specific Uses and Equipment to be Installed on Premises

See Exhibit D

EXHIBIT C

Modification Application Form

User: _____

Address: _____

Modification Requested: _____

Describe New or Modified Equipment: _____

Dates Requested for Completion of Modification: _____

Names of Certified Climber(s) Completing Modification: _____

Submitted Revised Exhibit B? YES/NO

Submitted \$1,500 Modification Application Fee? YES/NO

Signature: _____

Name: _____

Date: _____

EXHIBIT D

Proposed Site Modification

AT&T is proposing to remove the existing power plant and battery strings and replace with power new plant and strings, switch out three (3) radios at the antenna level, reducing the number of antennas from 10 to 6 as shown on RF-1 of the attached drawings.



at&t
Your world. Delivered

AN2024 VALDEZ

FA LOCATION CODE: 10124541
TWP 8, RANGE 6W, COPPER RIVER MERIDIAN, VALDEZ-CORDOVA BOROUGH, VALDEZ, AK 99686

PROJECT INFORMATION	VICINITY MAP	DRAWING INDEX	LEGAL DESCRIPTION																																																				
<p>PROJECT INFORMATION</p> <p>PROJECT DESCRIPTION</p> <p>PROJECT 1 - ... PROJECT 2 - ... PROJECT 3 - ... PROJECT 4 - ... PROJECT 5 - ... PROJECT 6 - ... PROJECT 7 - ... PROJECT 8 - ... PROJECT 9 - ... PROJECT 10 - ...</p> <p>OWNER</p> <p>AT&T COMMUNICATIONS</p> <p>CONTACT</p> <p>NAME: ... PHONE: ... EMAIL: ...</p> <p>DATE</p> <p>DATE: ...</p> <p>SCALE</p> <p>SCALE: ...</p> <p>PROJECT TEAM</p> <p>PROJECT MANAGER: ... DESIGNER: ... CHECKER: ... DATE: ...</p>	<p>VICINITY MAP</p>  <p>DRIVING DIRECTIONS</p> <p>1. FROM THE VALDEZ AIRPORT, ... 2. ... 3. ...</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>ROUTE</th> <th>DIST</th> <th>COMMENTS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	ROUTE	DIST	COMMENTS										<p>DRAWING INDEX</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>SHEET</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1-1</td> <td>SITE PLAN</td> </tr> <tr> <td>1-2</td> <td>POWER PLANT</td> </tr> <tr> <td>1-3</td> <td>ANTENNA RADIOS</td> </tr> <tr> <td>1-4</td> <td>GROUND MOUNTS</td> </tr> <tr> <td>1-5</td> <td>FOUNDATION DETAILS</td> </tr> <tr> <td>1-6</td> <td>ANTENNA FOUNDATION & PLAN</td> </tr> <tr> <td>1-7</td> <td>OF BATTERY</td> </tr> </tbody> </table> <p>ABBREVIATIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>SYMBOL</th> <th>DESCRIPTION</th> <th>SYMBOL</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	SHEET	DESCRIPTION	1-1	SITE PLAN	1-2	POWER PLANT	1-3	ANTENNA RADIOS	1-4	GROUND MOUNTS	1-5	FOUNDATION DETAILS	1-6	ANTENNA FOUNDATION & PLAN	1-7	OF BATTERY	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION													<p>LEGAL DESCRIPTION</p> <p>SECTION 10, TOWNSHIP 8 NORTH, RANGE 6 WEST, COPPER RIVER MERIDIAN, VALDEZ-CORDOVA BOROUGH, VALDEZ, AK 99686</p> <p>SITE ACCESS REQUIREMENTS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>ITEM</th> <th>REQUIREMENT</th> </tr> </thead> <tbody> <tr> <td>ROAD ACCESS</td> <td>NO</td> </tr> <tr> <td>UTILITY CROSSINGS</td> <td>NO</td> </tr> <tr> <td>ADJACENT PROPERTIES</td> <td>NO</td> </tr> </tbody> </table>	ITEM	REQUIREMENT	ROAD ACCESS	NO	UTILITY CROSSINGS	NO	ADJACENT PROPERTIES	NO
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EXHIBIT E

Letter of Self Insurance

Re: Self Insurance Letter for City of Valdez Communications Site Agreement

Certificate of Insurance

To Whom It May Concern:

New Cingular Wireless PCS, LLC, is covered for property and liability exposures through insurance programs with large self-insured retentions. Losses that fall within these self-insured (deductible) levels are covered by the financial resources of New Cingular Wireless PCS, LLC, and are administered under the self-insured claims program handled by this office.

This letter is to advise you that the Environmental/Pollution insurance coverages stipulated in the Communications Site Agreement are covered under New Cingular Wireless PCS, LLC's self-insured program.

New Cingular Wireless PCS, LLC, will provide comprehensive general liability insurance coverage through our program -insured program for the activities and operations set forth in the Communications Site Agreement. This letter is valid for the term of the Communications Site Agreement.

DocuSigned by:
Signature: Wayne Wooten
6034611168234193

Name: Wayne Wooten

Date: 8/20/2021

DS
MM

Allie Ferko

From: Jack Wakeland <jwakeland@brenalaw.com>
Sent: Thursday, July 8, 2021 3:27 PM
To: Allie Ferko
Cc: Jeremy Talbott; Jake Staser
Subject: Re: AT&T (Port of Valdez Communications Site Agreement) Approval

Hi Allie, this agreement is approved as to form and authorized to stamp, thanks.

Best,
Jack

On Jul 8, 2021, at 3:22 PM, Allie Ferko <AFerko@valdezak.gov> wrote:

Jack,

Since Jake is out of the office, can you please authorize the attorney's signature stamp on the subject document? See below for amplifying information.

This has already gone to Council for approval. However, I need permission documented from you/Jake before I can affix your stamp. Unless I am missing something somewhere, I do not appear to have been copied on the original approval email between Jeremy Talbott and Jake.

Take Care,

Allie Ferko, MMC

Public Information Officer & Deputy City Clerk
City of Valdez | PO BOX 307, Valdez, AK 99686
O: (907) 834-3468 | C: (907) 202-0711 | aferko@valdezak.gov

Connect with Us! [COV Website](#) | [COV Facebook](#) | [COV Twitter](#)
[Parks & Rec Facebook](#) | [Valdez Library Facebook](#) | [Valdez Fire & EMS Facebook](#)
[Valdez Police Facebook](#) | [Valdez Police Twitter](#) | [NIXLE Emergency Alerts](#)

Valdez COVID-19 Community Updates: www.valdezak.gov/COVID-19

PUBLIC RECORDS LAW DISCLOSURE: This e-mail and responses to this email are subject to provisions of Alaska public records laws and may be made available to the public upon request.

From: Jeremy Talbott <JTalbott@ValdezAK.Gov>
Sent: Thursday, July 8, 2021 2:42 PM
To: jstaser (jstaser@brenalaw.com) <jstaser@brenalaw.com>
Cc: Allie Ferko <AFerko@ValdezAK.Gov>
Subject: AT&T Contract Approve to Form

Good Afternoon Jake,

I hope all is well with you and the family.



Legislation Text

File #: 26-0023, **Version:** 1

ITEM TITLE:

Approval of Contract Amendment #1 - Rural Snow Removal Services with Dunning Enterprises

SUBMITTED BY: John Witte, Director, Public Works Department

FISCAL NOTES:

Expenditure Required: \$20,000 (Annual Estimate)

Unencumbered Balance: \$850,000

Funding Source: 001-4400-44225 Rural Snow Removal

RECOMMENDATION:

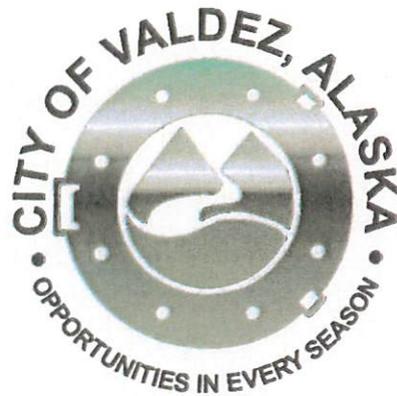
Approve Contract Amendment #1 to Contract No. 1988-26 with Dunning Enterprises to extend the agreement through June 2026 under the terms and conditions previously approved.

SUMMARY STATEMENT:

This amendment extends the existing Rural Snow Removal Services agreement with Dunning Enterprises through June 2026, as allowed under the original contract. The extension is being exercised following the completion of the initial contract term. All other terms, conditions, scope of work, and compensation rates remain unchanged. No additional funding is requested as part of this amendment.

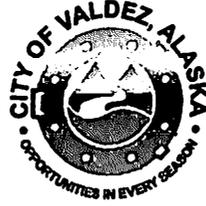
City of Valdez
Snow Removal Services

October, 2022 – June, 2024



CONTRACT DOCUMENTS

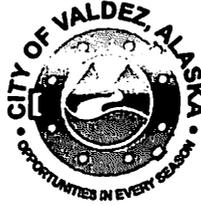
PUBLIC WORKS DEPARTMENT
STREET DIVISION



**CITY OF VALDEZ, ALASKA
SNOW REMOVAL SERVICES
October, 2022 – June, 2024**

I N D E X

SECTION	PAGE #
INVITATION TO BIDDERS	3
TIMELINE	4
INSTRUCTIONS TO BIDDERS (CHECKLIST)	5
SCOPE OF WORK	9
SPECIFICATIONS	12
BID FORM	13
SUPPLEMENTARY CONDITIONS	17
AGREEMENT (CONTRACT)	21
ATTACHMENT A - SNOW AREA MAPS	



**CITY OF VALDEZ, ALASKA
SNOW REMOVAL SERVICES**

INVITATION TO BIDDERS

The City of Valdez, Public Works Department is requesting bids from qualified firms for snow removal services within the City of Valdez.

Sealed bids will be received at City of Valdez, 212 Chenega St., P.O. Box 307, Valdez, Alaska 99686, until 4:00 p.m., September 14, 2022 at which time they will be opened at the City Shop (602 W. Egan) and the required bid documents (page 6 item #7 of the Contract Documents) will be verified. A non-mandatory pre-bid meeting will be held at the same location, at 4:00 p.m. on September 12, 2022.

More specific information concerning the proposed services and proposal submittal guidelines are contained in the Contract Documents which may be obtained from the Public Works Department, additional information or questions should be addressed in writing to Rob Comstock or Venessa Dawson and delivered in person to the City Shop, 602 W. Egan. (907) 835-4473

Each respondent, prior to preparation of a bid, shall thoroughly acquaint themselves with the proposed services. Submittal of a bid is verification that the Bidder is thoroughly acquainted with site and services required. The successful bidder must demonstrate the practical and technical expertise necessary to accomplish the services.

The attorneys of the City of Valdez have determined that this is not a public works contract and, therefore, the requirements for Performance and Payment Bonds and for payment of prevailing wage do not apply. The City reserves the right to reject any and all bids and to waive any informality therein.

Bidder's Experience

All bidders will describe in detail his experience, personnel, and equipment resources. References from previous work are required.

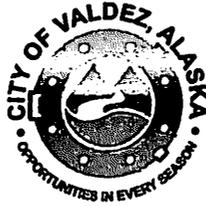
Equipment Information

This bid price shall be submitted on the enclosed Bid Form and shall be based upon the equipment information provided on pages 14 and 15 of these documents.

Bid Evaluation

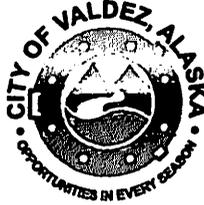
The successful bid will not be selected solely on monetary criteria. Previous records of performance of similar work and references will be used. Comparison of equipment size and condition will also be used.

Rob Comstock, Public Works Director



SNOW REMOVAL SERVICES TIMELINE

August	29, 2022	Available to Public, advertising commences
September	12, 2022	Non-Mandatory Pre-bid, 4:00pm City Shop
September	14, 2022	Bids Due 4:00pm, Public opening at City Shop
September	15 - 22, 2022	Review Period
September	23, 2022	Notice of Intent to Award
October	4, 2022	City Council Action
October	5 - 7, 2022	Contract Signing
October	10, 2022	Notice to Proceed
October	15, 2022	Contract start date



INSTRUCTIONS TO BIDDERS BIDDERS CHECKLIST

CAUTION:

Your bid may be rejected if not properly executed. Check that the following items have been accomplished to help assure a responsive bid:

1. Bid Form

- a. The Bid Form has been executed and signed.
- b. Addenda are acknowledged.

2. Alaska Business License

A copy of current Alaska Business License must be included with the bid, type 48-8490-Other Support Activities for Road Transportation

3. City of Valdez Business Registration

A copy of current City of Valdez Business Registration must be included with the bid.

4. Written detail of personnel, experience, equipment, and references.

Your bid may be rejected if it contains an alteration or erasure, which is not initialed by the signer of the bid.

GENERAL CONDITIONS:

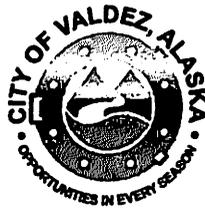
1. GENERAL

Bidders are requested to study and follow these instructions as to the method and form for submitting bids to avoid having their bid rejected.

Bidders will find all required forms and documents contained within this assembly. Please take notice under Section 7, Required Documents for Bid, as to which forms and documents are required for your bid to be accepted.

2. EXPLANATION TO BIDDERS

Any explanation desired by bidders regarding the meaning or interpretation of the drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders, and its receipt by the bidder shall be acknowledged.



3. CONDITIONS AT SITE OF WORK

Bidders must visit the site to ascertain pertinent local conditions such as the location, accessibility, and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work performed thereon.

4. ADDENDA REQUIREMENTS

The bid documents provide for acknowledgement individually of all addenda to the drawings and/or specifications on the Bid Form. All addenda shall be acknowledged on the Bid Form prior to reading or acceptance of bid. If the bidder receives no addenda's, the word "None" shall be shown as specified. Every effort will be made to ensure that bidders receive all addenda when issued. Addenda will be sent to the latest known address of the individual or company requesting bid documents via mail, fax or email.

5. SUBMISSION OF BIDS

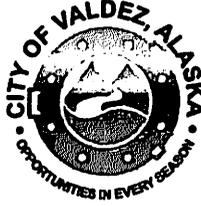
All bids, including any amendment or withdrawal, must be received at the address shown in the Invitation for Bids no later than the scheduled time of bid opening. Any bid, amendment, or withdrawal that has not been actually received by the person opening bids prior to the time of the scheduled bid opening will not be considered and will be returned unopened.

BIDS MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:

**BIDS FOR CITY OF VALDEZ
PUBLIC WORKS DEPARTMENT
SNOW REMOVAL SERVICES
VALDEZ, ALASKA**

6. PREPARATION OF BIDS

Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed in ink. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change. The Bid Form will provide for quotation of price for all items. Bidders do not have to quote on all areas. Alternative bids will not be considered unless called for. Unless specifically called for, facsimile bids will not be considered. Modification by facsimile of bids already submitted will be considered if received prior to the time fixed in the Invitation for Bids. Facsimile modifications shall not reveal the total amount of the original or revised bid. Fax modifications to 835-4900 Attn: Bid Modification for Snow Removal Services.



7. REQUIRED DOCUMENTS FOR BID

The following listed documents are to be completed and submitted at time of bidding. Deviation from these requirements will be grounds for rejection of the bid.

- a. Bid Form, with addenda acknowledged
- b. Copy of current Alaska Business License 48-8490
- c. Copy of current City of Valdez Business Registration
- d. References
- e. Bidder's qualification

8. REQUIRED DOCUMENTS FOR AWARD OF CONTRACT

The following documents must be executed prior to award of the contract and the beginning of the work. Contractors are urged to expedite the completion of these requirements so that award and notice to proceed with the work can be made in a timely manner. These documents must be submitted within ten (10) working days after date of Notice of Intent to Award.

- a. Certificate of Insurance (naming City of Valdez as an "additional insured").
- b. If a corporation, corporate acknowledgement of authority to execute bid document.
- c. Copy of all state and local permits required to perform the duties of snow removal.

9. BONDING REQUIREMENTS

This is not a contract that requires bonding. No bonds will be required.

10. BIDDER'S QUALIFICATIONS

All bidders will be required to submit a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources, and equipment available and to be used in performing the contemplated work. These statements of facts must be submitted with the bid documents or your bid will be disqualified.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or facsimile request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

12. BIDDERS INTERESTED IN MORE THAN ONE BID

Contractors bidding on multiple areas must be able to perform work in all areas simultaneously if selected for multiple areas.



13. REJECTION OF BIDS

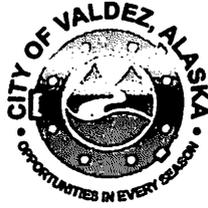
The City reserves the right to reject any and all bids when such rejection is in the interest of City; to reject the bid of a bidder who has previously failed to perform properly, or to complete on time; and to reject the bid of a bidder who is not, in the opinion of the City, in a position to perform the contract.

14. BID PROCEDURE

Excerpt from Valdez City Code

Section 2.80.065 Competitive Bidding

H. Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder not qualified as a local bidder. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.



SNOW REMOVAL SERVICES

October, 2022 – June, 2024

SCOPE OF WORK

Work shall include, but is not limited to, the furnishing of all personnel, supervision, equipment, tools, and transportation necessary for the snow removal services in the areas described below. Sanding is the responsibility of the contractor. Sand size shall be no larger than 3/8-. Post season lot clean-up is a requirement that will be considered an overhead cost. Lot clean-up includes the removal of trash and other debris along with leveling. Clean-up shall take place multiple times as needed to maintain a clean appearance.

In all areas where buses operate, the bus routes are to be a priority.

AREA I – This area consists of Atigun Dr., Salcha Way, Rudolph St., Hobart St., access to South Central Pump Station City Water Well #6, the Airport Parking lot and Zurich Loop Rd., N Sawmill Dr. and 9th Street.

Children are present, especially during early morning and after school. The Salcha Way area is susceptible to high winds and drifting snow. The school bus yard is located on N. Sawmill Dr., snow removal will need to be done in a manner that doesn't delay or disrupt bus service.

AREA II – This area consists of the streets in Robe River Subdivision, including Fire Station #3, City Water Well #7, and Valdez Cemetery Road access.

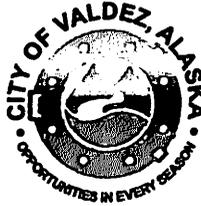
This area consists of narrow residential streets with numerous driveways. Snow storage is limited to the street right-of-way and additional snow storage lots. Being a crowded residential area, children are almost always present, creating an additional cause for caution.

AREA III – This area consists of Corbin Creek Subdivision, off-highway parking for access to Alpetco Rd and off-highway parking at the ballfields.

Snow storage lots are available on each residential street within this subdivision. Again this is a residential area where children are present, especially during early morning and late afternoon please use caution.

AREA IV – This area consists of the entrances of Deep Lake Drive, Corbin Loop Road for the purpose of School Bus access and dumpsters. This area also consists of Cummings Way and the Salmonberry Ski Hill.

This area consists of residential streets (gravel surfaces). Snow Storage is designated within the street Right-Of-Way and contractor has additional snow storage lots available. The Cummings Way Right-Of-Way has very steep embankments close to where it intersects the Richardson Highway and this area is suitable for large amounts of snow storage. Snow storage lots have been constructed with steep drop offs to allow for snow to be pushed over and into ravines. There are very few driveways but private access roads are numerous and it is a high priority to keep these entrances clear. Children may be present, especially in early morning and late afternoon-caution is advised.



Cummings Way has a 9% grade in some places and it may be susceptible to icing, high winds and drifting snow. Special conditions in this area may require additional sanding or different configurations of snow removal to keep conditions safe for driving.

Salmonberry Ski Hill consists of the entrance to and parking area for the Salmonberry Ski Hill, located at 5.1 mile of the Richardson Hwy.

AREA V – This area consists of the streets in Nordic and Alpine Woods Subdivision, Fire Station #4 access road, parking lot, and the draft well.

This area also consists of narrow residential streets (gravel surfaces) with limited snow storage lots available. Driveways are numerous and a high priority as they are in all areas. Children will be present, especially in early morning and late afternoon-caution is advised.

Terminology

Throughout this document the term OWNER or CITY refers to The City of Valdez, BIDDER refers to bidder seeking contract, CONTRACTOR refers to contract awardees’.

Terms of Contract

Contract term shall span 2 snow-season years, and will contain one two-year renewal option, which may be exercised by the City of Valdez contingent on funding, and approval by the City Council. The contract, if accepted, will commence October 15, 2022, and expire June 15, 2024. Recommendation for renewal of each contract will be withheld until the Contract Administrator completes a thorough review of the preceding years’ work including any complaints or letters of appreciation.

Equipment and Materials

The CONTRACTOR shall furnish all supervision, personnel, transportation, tools, and equipment necessary to complete this CONTRACT.

Contract Payments

The OWNER will pay the CONTRACTOR for the performance of this service, subject to additions and deletions by Change Order as provided in the General Conditions, the CONTRACT sum as set forth on the Bid Form. Payment will be conditioned upon satisfactory completion of the Work by the CONTRACTOR subject to the provisions of the General Conditions. Payments will only be for work done, travel time will not be paid.

Timely payment to the CONTRACTOR is contingent upon receipt of invoices by the Public Works Director of the City of Valdez, P.O. Box 307, Valdez, Alaska 99686. Invoices shall be submitted by the 10th of each month by Public Works fax (907-835-4900) or email. Invoices should contain the following information: Date, Weather Conditions and Snow Fall Amount, Equipment, Beginning Time & Hours. Please maintain these in the attached log and submitted with billing.



Payments may be withheld due to:

- 1) Invoices submitted later than 30 days after the end of the month in which the work was performed
- 2) Defective work
- 3) Damage to City property caused by CONTRACTOR or CONTRACTOR'S employees or subcontractors
- 4) Unsatisfactory prosecution of the Work
- 5) Failure to pay suppliers, subcontractors, or wages promptly, or
- 6) Failure to submit weather conditions log
- 7) Any other material breach of this CONTRACT by the CONTRACTOR.

Changes in the Work

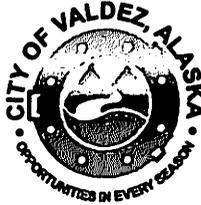
The OWNER, without invalidating the CONTRACT, may order changes in the Work consisting of additions, deletions, or modifications, the CONTRACT Sum to be adjusted accordingly. A written Change Order signed by the OWNER shall authorize all such changes in the Work. Any adjustment to the CONTRACT Sum resulting from a change in the Work shall be determined by mutual agreement between the OWNER and the CONTRACTOR. Where mutual agreement cannot be reached, the value of the change will be determined by time and materials in accordance with the General Conditions.

Cancellation of Contract

See CONTRACT DOCUMENT Item #4 Termination, page 21.

Contact Name & Number

The Contractor shall provide the City with the name and phone number of any contact persons. These persons should be available on call if conditions warrant calling the contractor.



SPECIFICATIONS

The CONTRACTOR shall furnish all labor, supplies, equipment, supervision, and any other thing necessary to satisfactorily perform the work described in this CONTRACT.

A. To remove snow and ice so as to maintain all roads in safe, drivable condition and to likewise remove snow from the other portions of the areas designated in this CONTRACT in the most expedient manner allowable. In most areas grading the snow to windrows, in the street center, shall be performed prior to the pushing of snow by a loader.

B. Depth of accumulated snow shall be **three inches and not to exceed eight inches** before snow removal operations commence. Every effort shall be made to have roadways clean and drivable before the early morning work and school traffic is present. Extreme caution is required when children are present. CONTRACTOR is required to obtain permission by the contract administrator prior to starting when work is required outside the above parameters.

C. CONTRACTOR agrees to accept responsibility for all citizens' complaints and to resolve these matters in an expedient manner. **CONTRACTOR ALSO ACCEPTS RESPONSIBILITY FOR ANY DAMAGE TO PRIVATE OR PUBLIC PROPERTY.**

E. All street corners shall be maintained to allow proper visibility for safe driving.

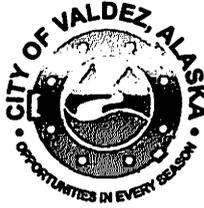
F. FIRE HYDRANTS, if present in the area, shall be cleared out on either side of the hydrant. The front of each hydrant shall be kept clear and level with the adjoining roadway.

G. ICE, either caused by rain, packed snow, or any other source, must be removed and/or scarified to provide traction for safe stopping and turning. The CONTRACTOR will provide sand (3/8-) and/or another form of ice melt as needed to assist in the control of extreme icy conditions. During periods of no snowfall, the road surface shall be maintained to provide a level driving surface and sufficient traction for safe driving. CONTRACTOR is required to call contract administrator prior to rolling equipment under these conditions.

H. BREAK-UP: During the period of time referred to as "break up" or during spells of thawing or heavy rainfall, it will be necessary to open drainage ditches to allow the roadways to drain. Packed snow and ice may also soften and need to be removed from the roadway to prevent the "pothole" effect common to break-up periods.

I. Snow placed in the street by private citizens becomes the responsibly of the CONTRACTOR. Dumping of snow in City streets by commercial snow removal services is not permitted.

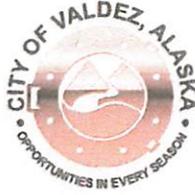
J. EQUIPMENT not meeting these requirements or in poor mechanical condition and not able to perform as intended may be disallowed. All EQUIPMENT to be used in the CONTRACT is subject to inspection by the City of Valdez. Lights, oversized signs, permits and other requirements of the State of



Alaska must be followed. Any equipment listed in the contractors bid, but not currently owned by them, will need a letter from the seller stating that they will sell the piece of equipment to the CONTRACTOR if they are awarded a snow removal contract.

K. Snow lots are to be maintained by the contractor; however the city will periodically push lots at its sole discretion.

L. LOT CLEAN UP: Cost for this shall be covered under general overhead cost; a separate payment shall not be made. The City will withhold a 10% retainer fee of the March & April billing pending cleanup. Clean up shall include garbage and debris collection and lot leveling. The penalty for not performing lot clean up shall be loss of retainer and/or loss of CONTRACT.



CITY OF VALDEZ

**PUBLIC WORKS DEPARTMENT
SNOW REMOVAL SERVICES
October, 2022 – June, 2024
BID FORM**

Proposal of Running Enterprises
(Hereinafter called the BIDDER).

Check one:

Corporation organized and existing under the laws of the State of Alaska and authorized to do business in the State of Alaska,

A partnership,

A joint venture, OR

An individual doing business as _____

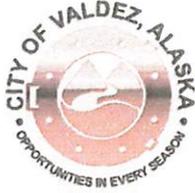
To the City of Valdez, Alaska (hereinafter called the OWNER):

A. The BIDDER, in compliance with the Invitation to Bidders for completion of the service indicated above, having examined the specifications and related documents and being familiar with all of the conditions surrounding the completion of the proposed services, including the availability of materials and conditions of the service site(s), agrees to complete the services in accordance with the Contract Documents, within the times set forth herein and for the prices stated herein.

B. The BIDDER agrees to commence work under the Contract on the date to be specified in the written NOTICE TO PROCEED issued by the OWNER and fully complete the services within the time stipulated in the Contract Documents.

C. It is understood that it is the intent of the OWNER that the basis of Award shall be in accordance to all applicable State Law and Valdez City Ordinances subject to the availability of funds and the responsibility of BIDDER.

D. The OWNER specifically reserves the right to reject any irregular bids or all bids or to waive any irregularities.



BID

In accordance with the above, we, as BIDDER, hereby submit the following hourly prices for the proposed services for all work and equipment necessary to accomplish the work as set forth in the Contract Documents, hourly amounts as set forth below.

Indicate area(s) bid by initialing below

AREA I _____ YES ASD _____ NO

This area consists of Atigun Dr., Salcha Way, Rudolph St., Hobart St., access to South Central Pump Station City Water Well #6, the Airport Parking lot and Zurich Loop Rd., N Sawmill Dr. and 9th Street.

AREA II _____ YES ASD _____ NO

This area consists of the streets in Robe River Subdivision, including Fire Station #3, City Water Well #7, and Valdez Cemetery Road access.

AREA III _____ YES ASD _____ NO

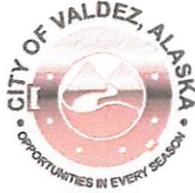
This area consists of Corbin Creek Subdivision, off-highway parking for access to Alpetco Rd and off-highway parking at the ballfields.

AREA IV ASD _____ YES _____ NO

This area consists of the entrances of Deep Lake Drive, Corbin Loop Road for the purpose of School Bus access and dumpsters. This area also consists of Cummings Way and the Salmonberry Ski Hill.

AREA V _____ YES ASD _____ NO

This area consists of the streets in Nordic and Alpine Woods Subdivision, Fire Station #4 access road, parking lot, and the draft well.

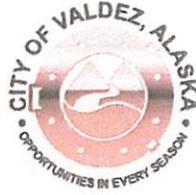


List hourly rates below

<u>Motor Grader</u>	#1	#2
Year	_____	_____
Make:	_____	_____
Model:	_____	_____
Mold Board Length:	_____	_____
Hourly Rate	_____	_____
Condition (circle)	Excel/Good/Fair	Excel/Good/Fair

<u>Front End Loader</u>	#1	#2
Year	1996	1985
Make:	Cat	Trojan
Model:	950F	1900
Snow Bucket (c.y.):	5 1/2 yd	3 yd
Push Blade size:	10' 15 cu yd	6 yd
Hourly Rate:	\$ 165 ⁰⁰	\$ 130 ⁰⁰
Condition (circle)	Excel/Good/Fair	Excel/Good/Fair

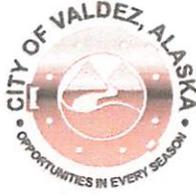
<u>Front End Loader</u>	#3	#4
Year	_____	_____
Make:	_____	_____
Model:	_____	_____
Snow Bucket (c.y.):	_____	_____



Push Blade size: _____
Hourly Rate: _____
Condition (circle) Excel/Good/Fair Excel/Good/Fair

Sand Truck #1 #2
Year 2003 2000
Make: Ford Chevy
Model: F350 K30
Hourly Rate: \$180⁰⁰ \$180⁰⁰
Condition (circle) Excel/Good/Fair Excel/Good/Fair

Miscellaneous #1 #2
Year 2003 _____
Make: GMC _____
Model: 3500 _____
Purpose: plow/sand _____
Hourly Rate: \$175⁰⁰ _____
Condition (circle) Excel/Good/Fair Excel/Good/Fair



The undersigned acknowledges receipt of the following addendum number(s) -0- and certifies that their contents have been considered in the preparation of this Bid. If none, state "NONE" in space provided.

The Contract, if awarded, will be awarded to the most responsive bidder whose bid is most advantageous to the city, as determined by the city, taking into consideration type of equipment, size, and hourly rate.

COMPANY NAME

Dunning Enterprises
(PRINT OR TYPE)

[Signature]
SIGNATURE

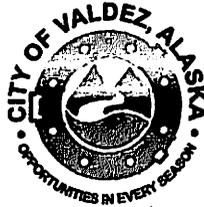
Po Box 1876
MAILING ADDRESS

Partner
TITLE

Valdez, AK 99686
CITY, STATE, ZIP CODE

9/12/22
DATE

CORPORATE SEAL (if corporation)



SNOW REMOVAL SERVICES
October, 2022 – June, 2024

SUPPLEMENTARY CONDITIONS

SC-1 GENERAL

These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

SC-2 DEFINITIONS

The terms used in these Supplementary Conditions, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions.

SC-5.3 CONTRACTOR'S LIABILITY INSURANCE

Add the following paragraph to Article 5.3:

"Before issuance of Notice to Proceed, the CONTRACTOR shall file with OWNER a certification prepared by the CONTRACTOR's insurance carrier stating that the CONTRACTOR has insurance in force providing full coverage as required by these Contract Documents; this certification shall contain a provision that the coverage afforded under the policies will not be cancelled or materially changed until at least fifteen (15) days prior written notice has been given to OWNER. OWNER shall be named as additional insured."

Add the following sub-paragraph to 5.3 Contractor's Liability Insurance:

"5.3.8 CONTRACTOR'S Public Liability Insurance shall include coverage for:

Workers' Compensation

\$100,000 Employers Liability and
Worker's Compensation as required
by Alaska State Workers'
Compensation Statutes

Minimum Limits

Statutory

Comprehensive General Liability

Bodily Injury and Property Damage
Liability; Premises Operations
Including explosion, collapse,
And underground; Products and
Complete Operations; Broad Form
Property Damage; Blanket Contractual; Personal Injury

Minimum Limits

\$1,000,000
Combined Limit
Each Occurrence
and Aggregate



Comprehensive Automobile Liability
Bodily Injury and Property Damage,
including all owned, hired, and
non-owned automobiles

Minimum Limits*
\$1,000,000
Combined Limit
per Accident

Excessive Liability Insurance
Umbrella Form

Minimum Limits
\$1,000,000
Combined Bodily Injury
and Property Damage

* These limits may be reduced
only if the excess insurance is
increased to provide the same
total coverage

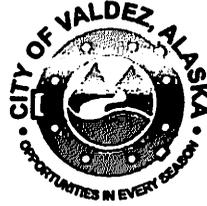
The City of Valdez shall be named "Additional Insured" on the policy.

SC-6.8 SUBCONTRACTORS

Prior to the Notice of Award, the CONTRACTOR shall submit a list of all subcontractors and materials suppliers that he plans to utilize in the Work. The OWNER retains the right to reject any subcontractor or materials supplier.

SC-6.14 SPECIAL LEGAL REQUIREMENT

- A. This Contract shall be governed by the laws of the State of Alaska and the Valdez City Code.
- B. The CONTRACTOR shall keep himself fully informed of all federal, state, and local laws, ordinances, codes, and regulations in any manner affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having jurisdiction of authority. He shall at all times observe, comply with, protect, and indemnify the contracting agency and its agents against any claim or liability arising from or based upon the violation of such laws, ordinances, regulations, orders, or decrees.
- C. Taxes: The CONTRACTOR shall pay all federal, state, and local taxes incurred by the CONTRACTOR in the performance of this Contract and proof of payment of these taxes is a condition precedent to payment by the OWNER. CONTRACTOR'S certification that taxes have been paid (as contained in the release on Contract) will be verified with the Department of Revenue and Department of Labor, prior to final payment. If any federal, state, or local tax is imposed or repealed after the date of bid opening and is made applicable to and paid by the CONTRACTOR on the articles or supplies herein contracted for, then the Contract shall be increased or decreased accordingly by a Change Order.
- D. Permits and Responsibilities for Work: The CONTRACTOR shall, without additional expense to the contracting agency, be responsible for obtaining any necessary licenses and permits. Permits from the City of Valdez shall be secured, but no charge will be made by the City for them. The CONTRACTOR shall be responsible for all materials delivered and all work performed until completion and acceptance of the entire construction services, except for any completed unit of construction, which previously may have been accepted.



E. **Accident Prevention:** The CONTRACTOR shall comply with AS 18.60.075 and all pertinent provisions of the Construction Code Occupational Safety and Health Standards issued by the Alaska Department of Labor, and he shall take or cause to be taken, such additional measures as the contracting agency may determine to be reasonably necessary to protect the lives and health of his employees under this Contract. The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of his plans, appliances, methods, and for any damages, which may result from their failure or their improper construction, maintenance, or operation.

F. **Archeological Remains:** Pursuant to AS 41.35.070 construction shall be halted if archeological remains are uncovered, to permit archeological survey. The CONTRACTOR shall notify the contracting agency and the State Archeologist, Department of Natural Resources, if archeological remains are found. The contracting agency will then address and resolve the matter.

G. **Equal Employment Opportunity:**

1. The CONTRACTOR shall not discriminate against any employee or applicant because of race, creed, color, or national origin. The CONTRACTOR shall ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, or national origin.

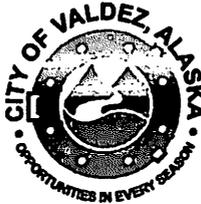
2. All solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR shall state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, or national origin.

H. **Preferential Employment:** The CONTRACTOR shall give employment preference to qualified residents of the City of Valdez to the maximum extent permitted by law.

I. **Convict Labor:** The CONTRACTOR agrees not to employ under the Contract, any person(s) undergoing sentence of imprisonment.

J. **Wage Rates, Overtime Work Hours, and Compensation:** The Attorneys of the City of Valdez have determined that this is not a public works contract and, therefore, the requirements for the payment of prevailing wage do not apply.

K. **Copeland (Anti-Kickback) Act:** The regulations of the U.S. Secretary of Labor applicable to Contractors and subcontractors (29CFR, Part 3), pursuant to the Copeland Act as amended (40-USC 276c) and aiding in the enforcement of the Anti-Kickback Act (18-USC 875) are made a part of this Contract by reference. The CONTRACTOR shall comply with these regulations and any amendments or modifications thereof, and shall be responsible for the submission of affidavits required of subcontractors.



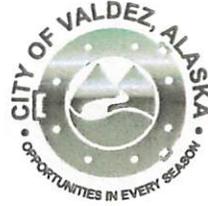
L. Industrial Safety - OSHA Alaska Plan: Chapter 46 of the Session Laws of Alaska passed in 1973 implements the Alaska plan of the Occupational Safety and Health Act. Under this Act, certain regulations have been promulgated by the Department of Labor. Others will be promulgated in the future. The OWNER is subject to these OSHA requirements as well as the CONTRACTOR performing under its Contracts. The CONTRACTOR is expressly notified of the pendency of the OSHA requirements and shall act in accordance herewith. Failure to comply with OSHA requirements, notwithstanding any other provision of this Contract, is sufficient cause for termination and default under the Contract provision.

M. Covenant Against Contingent Fees: The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warrant, the Contracting Agency shall have the right to annul this Contract without liability or, in its discretion to deduce from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

N. Officials Not To Benefit: No member of or delegate to the U.S. Congress, the State Legislature, or any other State or City official shall be admitted to any share or part of this Contract, nor to any benefit that may arise. However, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

O. Personal Liability of Public Officials: In carrying out any of the provisions hereof, or in exercising any power or authority granted to him by the Contract, there will be no liability upon the Contracting Officer nor upon his authorized representatives, either personally or as officials of the City of Valdez, it being always understood that in such matters they act as agents and representatives of the Contracting Agency.

P. Consent to Assignment: The CONTRACTOR shall obtain the prior written consent of the Contracting Agency to any proposed assignment of any interest in, or part of this Contract. The consent to any assignment or transfer shall not operate to relieve the CONTRACTOR or his sureties of any of his or its obligations under this Contract or the performance bonds. Nothing herein contained shall be construed to hinder, prevent, or affect an assignment of monies due, or to become due hereunder, made for the benefit of the CONTRACTOR'S creditors pursuant of law.



**CITY OF VALDEZ
SNOW REMOVAL SERVICES CONTRACT**

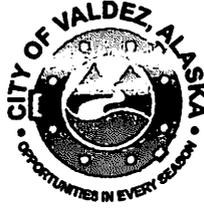
THIS AGREEMENT is dated as of this 6TH day of OCTOBER 2022 by and between CITY OF VALDEZ, ALASKA, hereinafter referred to as "CITY or OWNER", acting through its City Manager and DUNNING ENTERPRISES, doing business in the City of Valdez, State of Alaska, hereinafter referred to as "CONTRACTOR."

WHEREAS, the CITY has a need to enter into agreements with contractors to provide snow removal services to certain areas of the City of Valdez; and

WHEREAS, Contractors have equipment available to provide these snow removal services in areas in the City of Valdez.

NOW, THEREFORE, CITY and CONTRACTOR agree to enter into a contract as follows:

1. SERVICE PROVIDED BY CONTRACTOR. CONTRACTOR has submitted a bid to provide certain services to City for snow removal. CONTRACTOR agrees to provide snow removal services for the contract years of 2022-2024 in AREA 4 set forth in the "Bid Form" submitted by CONTRACTOR to CITY for this work. CONTRACTOR's bid form is incorporated into this Agreement.
2. Term. The term of this Agreement shall be from October 15, 2022 to June 15, 2024, as weather conditions dictate, unless terminated earlier as provided for in this Agreement. This contract allows for one, 2-year renewal option which may be exercised by the City of Valdez contingent on funding and approval by the City Council.
3. Compensation. CONTRACTOR will be paid for its services provided under this Contract according to unit price amounts as set forth in the "Bid Form" (attached) as submitted by DUNNING ENTERPRISES, CONTRACTOR TO CITY. Payments will be made on a **MONTHLY** basis following submission of the appropriate invoices to CITY.
4. Termination. CITY may terminate this agreement should CONTRACTOR not perform the services provided for in this Contract to the satisfaction of the CITY.
5. Indemnity. CONTRACTOR shall indemnify, defend, save and hold CITY harmless from any claim, lawsuit or liability including costs and attorney's fees allegedly arising from loss, damage or injury to persons or property during the course of this Contract.
6. Insurance. CONTRACTOR, during the term of this Contract, will maintain liability and property damage insurance in the minimum amount of One Million Dollars.



7. **Non-Waiver.** Either party failing to enforce a provision of this Agreement does not waive the provision or the effective validity of the Agreement or a parties' right to enforce any provision of the Contract.
8. **Integration.** This Agreement and all documents incorporated in it by reference are the entire Agreement of the parties and supersede all previous communications, representations and agreements regarding this subject, whether oral or written, between the parties.
9. **Modifications.** No alterations or modifications of any provisions of this Agreement shall be valid unless made in writing and signed by both parties.
10. **Severability.** The provisions of this Agreement shall be severable and the invalidity or the unenforceability of any of its provisions shall not affect the validity or the enforceability of remaining provisions.
11. **Notices.** Any notices to Contractors shall be mailed to:

Contractor Name
Contractor Address
Valdez, Alaska 99686

Any notices to CITY shall be mailed to:

Rob Comstock
Public Works Director
City of Valdez
P.O. Box 307
Valdez, Alaska 99686

12. **Contract Administrators:** City Contract Administrators for Snow Removal Services are Rob Comstock and Venessa Dawson or their designated representatives.



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

CONTRACTOR:

By: Dwain Dunning
Title: Owner
Date: 10/6/22

CITY OF VALDEZ, ALASKA

APPROVED:

Sharon Scheidt
Sharon Scheidt, Mayor
Date: 10/13/22

PO Box 1876
Mailing Address
Valdez AK 99686
City, State, Zip Code
117-46-0291
Federal I.D. or S.S. #



Shen L. Pierce
Shen Pierce, MMC, City Clerk

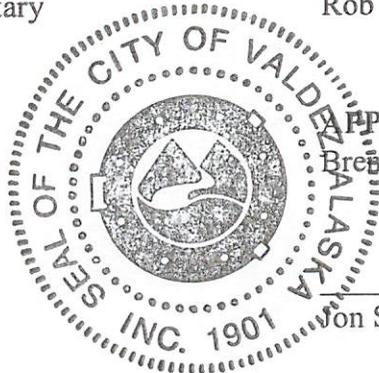
RECOMMENDED:

CORPORATE SECRETARY

Mark Detter
Mark Detter, City Manager

Attest: _____
Corporate Secretary

Rob Comstock
Rob Comstock, Public Works Director



APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.
Von S. Wakeland



**City of Valdez
Contract Amendment #1**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and
DUNNING ENTERPRISES (“Consultant”), is to the following AGREEMENT dated the ____
day of _____, 2026:

Project: RURAL SNOW REMOVAL SERVICES

Contract No.: 1988-26

Cost Code: 001-4400-44225

Consultant’s project manager under this agreement is Dwain Dunning.

City’s project manager is John Witte.

ARTICLE 1. Justification

The above referenced AGREEMENT requires modification due to the following requirements or conditions: Following the completion of initial term of the agreement, the contract allows for an extension through June 2026. The City is exercising this extension. Remainder of terms continue unchanged.

ARTICLE 2. Scope of Work - Period of Performance

Scope of work and/or Period of Performance to the above referenced AGREEMENT shall be extended as specified in the Agreement, which is hereby incorporated by this reference.

ARTICLE 3. Compensation

Compensation remains based on Time and Equipment rates previously established.

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

Agreement for Services
Project: Rural Snow Removal Services
Contract No. 1988-26
Cost Code: 001-4400-44225



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 AMENDMENT.

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.

DUNNING ENTERPRISES

Dwain Dunning
Name of Company Rep Authorized to Sign

BY: _____

TITLE: Partner

DATE: 1-7-2026

FEDERAL ID #: _____

[Signature]
Signature of Company Secretary or Attest

Date: 1/7/26

**CITY OF VALDEZ, ALASKA
APPROVED:**

Dennis Fleming, Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

Nathan Duval, City Manager

Date: _____

RECOMMENDED:

John Witte, Public Works Director

Date: _____



Legislation Text

File #: 26-0024, **Version:** 1

ITEM TITLE:

Approval of Contract Amendment #1 - Rural Snow Removal Services with Nordic Village Supply

SUBMITTED BY: John Witte, Director, Public Works Director

FISCAL NOTES:

Expenditure Required: \$220,000 (Annual Estimate)

Unencumbered Balance: \$850,000

Funding Source: 001-4400-44225 Rural Snow Removal

RECOMMENDATION:

Approve Contract Amendment #1 - Rural Snow Removal Services with Nordic Village Supply

SUMMARY STATEMENT:

This amendment extends the existing Rural Snow Removal Services agreement with Nordic Village Supply through June 2026, as allowed under the original contract, following completion of the initial term. All other terms, conditions, scope of work, and compensation rates remain unchanged. No additional funding is requested as part of this amendment.



**City of Valdez
Contract Amendment #1**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and
NORDIC VILLAGE SUPPLY (“Consultant”), is to the following AGREEMENT dated the ____
day of _____, 2026:

Project: RURAL SNOW REMOVAL SERVICES

Contract No.: 1990-26

Cost Code: 001-4400-44225

Consultant’s project manager under this agreement is Rhonda Wade.

City’s project manager is John Witte.

ARTICLE 1. Justification

The above referenced AGREEMENT requires modification due to the following requirements or conditions: Following the completion of initial term of the agreement, the contract allows for an extension through June 2026. The City is exercising this extension. Remainder of terms continue unchanged.

ARTICLE 2. Scope of Work - Period of Performance

Scope of work and/or Period of Performance to the above referenced AGREEMENT shall be extended as specified in the Agreement, which is hereby incorporated by this reference.

ARTICLE 3. Compensation

Compensation remains based on Time and Equipment rates previously established.

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

Agreement for Services
Project: Rural Snow Removal Services
Contract No. 1990-26
Cost Code: 001-4400-44225



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 AMENDMENT.

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.

NORDIC VILLAGE SUPPLY

**CITY OF VALDEZ, ALASKA
APPROVED:**

Rhonda Wade
Name of Company Rep Authorized to Sign

Dennis Fleming, Mayor

BY: _____

Date: _____

TITLE: Partner

ATTEST:

DATE: 1-12-2026

FEDERAL ID #: _____

Sheri L. Pierce, MMC, City Clerk

[Signature]
Signature of Company Secretary or Attest

Date: _____

Date: 1-12-26

Nathan Duval, City Manager

Date: _____

RECOMMENDED:

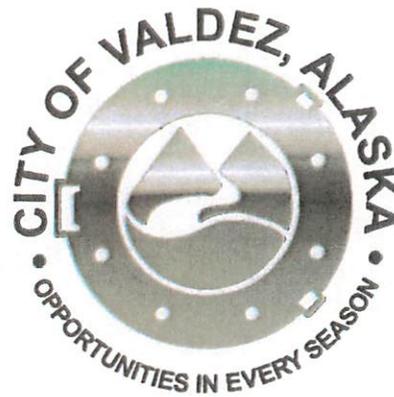
John Witte, Public Works Director

Date: _____

City of Valdez

Snow Removal Services

October, 2022 – June, 2024



CONTRACT DOCUMENTS

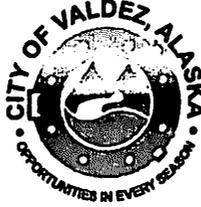
**PUBLIC WORKS DEPARTMENT
STREET DIVISION**



**CITY OF VALDEZ, ALASKA
SNOW REMOVAL SERVICES
October, 2022 – June, 2024**

I N D E X

<u>SECTION</u>	<u>PAGE #</u>
INVITATION TO BIDDERS	3
TIMELINE	4
INSTRUCTIONS TO BIDDERS (CHECKLIST)	5
SCOPE OF WORK	9
SPECIFICATIONS	12
BID FORM	13
SUPPLEMENTARY CONDITIONS	17
AGREEMENT (CONTRACT)	21
ATTACHMENT A - SNOW AREA MAPS	



**CITY OF VALDEZ, ALASKA
SNOW REMOVAL SERVICES**

INVITATION TO BIDDERS

The City of Valdez, Public Works Department is requesting bids from qualified firms for snow removal services within the City of Valdez.

Sealed bids will be received at City of Valdez, 212 Chenega St., P.O. Box 307, Valdez, Alaska 99686, until 4:00 p.m., September 14, 2022 at which time they will be opened at the City Shop (602 W. Egan) and the required bid documents (page 6 item #7 of the Contract Documents) will be verified. A non-mandatory pre-bid meeting will be held at the same location, at 4:00 p.m. on September 12, 2022.

More specific information concerning the proposed services and proposal submittal guidelines are contained in the Contract Documents which may be obtained from the Public Works Department, additional information or questions should be addressed in writing to Rob Comstock or Venessa Dawson and delivered in person to the City Shop, 602 W. Egan. (907) 835-4473

Each respondent, prior to preparation of a bid, shall thoroughly acquaint themselves with the proposed services. Submittal of a bid is verification that the Bidder is thoroughly acquainted with site and services required. The successful bidder must demonstrate the practical and technical expertise necessary to accomplish the services.

The attorneys of the City of Valdez have determined that this is not a public works contract and, therefore, the requirements for Performance and Payment Bonds and for payment of prevailing wage do not apply. The City reserves the right to reject any and all bids and to waive any informality therein.

Bidder's Experience

All bidders will describe in detail his experience, personnel, and equipment resources. References from previous work are required.

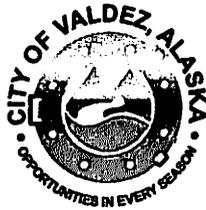
Equipment Information

This bid price shall be submitted on the enclosed Bid Form and shall be based upon the equipment information provided on pages 14 and 15 of these documents.

Bid Evaluation

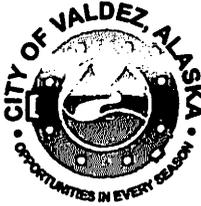
The successful bid will not be selected solely on monetary criteria. Previous records of performance of similar work and references will be used. Comparison of equipment size and condition will also be used.

Rob Comstock, Public Works Director



SNOW REMOVAL SERVICES TIMELINE

August	29, 2022	Available to Public, advertising commences
September	12, 2022	Non-Mandatory Pre-bid, 4:00pm City Shop
September	14, 2022	Bids Due 4:00pm, Public opening at City Shop
September	15 - 22, 2022	Review Period
September	23, 2022	Notice of Intent to Award
October	4, 2022	City Council Action
October	5 – 7, 2022	Contract Signing
October	10, 2022	Notice to Proceed
October	15, 2022	Contract start date



INSTRUCTIONS TO BIDDERS BIDDERS CHECKLIST

CAUTION:

Your bid may be rejected if not properly executed. Check that the following items have been accomplished to help assure a responsive bid:

1. Bid Form

- a. The Bid Form has been executed and signed.
- b. Addenda are acknowledged.

2. Alaska Business License

A copy of current Alaska Business License must be included with the bid, type 48-8490-Other Support Activities for Road Transportation

3. City of Valdez Business Registration

A copy of current City of Valdez Business Registration must be included with the bid.

4. Written detail of personnel, experience, equipment, and references.

Your bid may be rejected if it contains an alteration or erasure, which is not initialed by the signer of the bid.

GENERAL CONDITIONS:

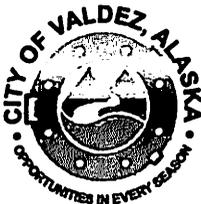
1. GENERAL

Bidders are requested to study and follow these instructions as to the method and form for submitting bids to avoid having their bid rejected.

Bidders will find all required forms and documents contained within this assembly. Please take notice under Section 7, Required Documents for Bid, as to which forms and documents are required for your bid to be accepted.

2. EXPLANATION TO BIDDERS

Any explanation desired by bidders regarding the meaning or interpretation of the drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders, and its receipt by the bidder shall be acknowledged.



3. CONDITIONS AT SITE OF WORK

Bidders must visit the site to ascertain pertinent local conditions such as the location, accessibility, and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work performed thereon.

4. ADDENDA REQUIREMENTS

The bid documents provide for acknowledgement individually of all addenda to the drawings and/or specifications on the Bid Form. All addenda shall be acknowledged on the Bid Form prior to reading or acceptance of bid. If the bidder receives no addenda's, the word "None" shall be shown as specified. Every effort will be made to ensure that bidders receive all addenda when issued. Addenda will be sent to the latest known address of the individual or company requesting bid documents via mail, fax or email.

5. SUBMISSION OF BIDS

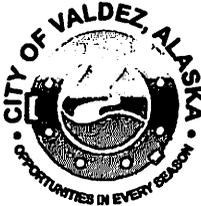
All bids, including any amendment or withdrawal, must be received at the address shown in the Invitation for Bids no later than the scheduled time of bid opening. Any bid, amendment, or withdrawal that has not been actually received by the person opening bids prior to the time of the scheduled bid opening will not be considered and will be returned unopened.

BIDS MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:

**BIDS FOR CITY OF VALDEZ
PUBLIC WORKS DEPARTMENT
SNOW REMOVAL SERVICES
VALDEZ, ALASKA**

6. PREPARATION OF BIDS

Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed in ink. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change. The Bid Form will provide for quotation of price for all items. Bidders do not have to quote on all areas. Alternative bids will not be considered unless called for. Unless specifically called for, facsimile bids will not be considered. Modification by facsimile of bids already submitted will be considered if received prior to the time fixed in the Invitation for Bids. Facsimile modifications shall not reveal the total amount of the original or revised bid. Fax modifications to 835-4900 Attn: Bid Modification for Snow Removal Services.



7. REQUIRED DOCUMENTS FOR BID

The following listed documents are to be completed and submitted at time of bidding. Deviation from these requirements will be grounds for rejection of the bid.

- a. Bid Form, with addenda acknowledged
- b. Copy of current Alaska Business License 48-8490
- c. Copy of current City of Valdez Business Registration
- d. References
- e. Bidder's qualification

8. REQUIRED DOCUMENTS FOR AWARD OF CONTRACT

The following documents must be executed prior to award of the contract and the beginning of the work. Contractors are urged to expedite the completion of these requirements so that award and notice to proceed with the work can be made in a timely manner. These documents must be submitted within ten (10) working days after date of Notice of Intent to Award.

- a. Certificate of Insurance (naming City of Valdez as an "additional insured").
- b. If a corporation, corporate acknowledgement of authority to execute bid document.
- c. Copy of all state and local permits required to perform the duties of snow removal.

9. BONDING REQUIREMENTS

This is not a contract that requires bonding. No bonds will be required.

10. BIDDER'S QUALIFICATIONS

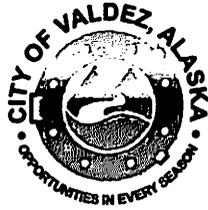
All bidders will be required to submit a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources, and equipment available and to be used in performing the contemplated work. These statements of facts must be submitted with the bid documents or your bid will be disqualified.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or facsimile request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

12. BIDDERS INTERESTED IN MORE THAN ONE BID

Contractors bidding on multiple areas must be able to perform work in all areas simultaneously if selected for multiple areas.



13. REJECTION OF BIDS

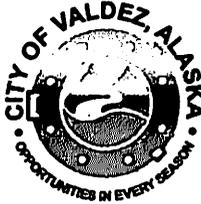
The City reserves the right to reject any and all bids when such rejection is in the interest of City; to reject the bid of a bidder who has previously failed to perform properly, or to complete on time; and to reject the bid of a bidder who is not, in the opinion of the City, in a position to perform the contract.

14. BID PROCEDURE

Excerpt from Valdez City Code

Section 2.80.065 Competitive Bidding

H. Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder not qualified as a local bidder. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.



SNOW REMOVAL SERVICES October, 2022 – June, 2024

SCOPE OF WORK

Work shall include, but is not limited to, the furnishing of all personnel, supervision, equipment, tools, and transportation necessary for the snow removal services in the areas described below. Sanding is the responsibility of the contractor. Sand size shall be no larger than 3/8-. Post season lot clean-up is a requirement that will be considered an overhead cost. Lot clean-up includes the removal of trash and other debris along with leveling. Clean-up shall take place multiple times as needed to maintain a clean appearance.

In all areas where buses operate, the bus routes are to be a priority.

AREA I – This area consists of Atigun Dr., Salcha Way, Rudolph St., Hobart St., access to South Central Pump Station City Water Well #6, the Airport Parking lot and Zurich Loop Rd., N Sawmill Dr. and 9th Street.

Children are present, especially during early morning and after school. The Salcha Way area is susceptible to high winds and drifting snow. The school bus yard is located on N. Sawmill Dr., snow removal will need to be done in a manner that doesn't delay or disrupt bus service.

AREA II – This area consists of the streets in Robe River Subdivision, including Fire Station #3, City Water Well #7, and Valdez Cemetery Road access.

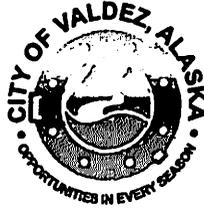
This area consists of narrow residential streets with numerous driveways. Snow storage is limited to the street right-of-way and additional snow storage lots. Being a crowded residential area, children are almost always present, creating an additional cause for caution.

AREA III – This area consists of Corbin Creek Subdivision, off-highway parking for access to Alpetco Rd and off-highway parking at the ballfields.

Snow storage lots are available on each residential street within this subdivision. Again this is a residential area where children are present, especially during early morning and late afternoon please use caution.

AREA IV – This area consists of the entrances of Deep Lake Drive, Corbin Loop Road for the purpose of School Bus access and dumpsters. This area also consists of Cummings Way and the Salmonberry Ski Hill.

This area consists of residential streets (gravel surfaces). Snow Storage is designated within the street Right-Of-Way and contractor has additional snow storage lots available. The Cummings Way Right-Of-Way has very steep embankments close to where it intersects the Richardson Highway and this area is suitable for large amounts of snow storage. Snow storage lots have been constructed with steep drop offs to allow for snow to be pushed over and into ravines. There are very few driveways but private access roads are numerous and it is a high priority to keep these entrances clear. Children may be present, especially in early morning and late afternoon-caution is advised.



Cummings Way has a 9% grade in some places and it may be susceptible to icing, high winds and drifting snow. Special conditions in this area may require additional sanding or different configurations of snow removal to keep conditions safe for driving.

Salmonberry Ski Hill consists of the entrance to and parking area for the Salmonberry Ski Hill, located at 5.1 mile of the Richardson Hwy.

AREA V – This area consists of the streets in Nordic and Alpine Woods Subdivision, Fire Station #4 access road, parking lot, and the draft well.

This area also consists of narrow residential streets (gravel surfaces) with limited snow storage lots available. Driveways are numerous and a high priority as they are in all areas. Children will be present, especially in early morning and late afternoon-caution is advised.

Terminology

Throughout this document the term OWNER or CITY refers to The City of Valdez, BIDDER refers to bidder seeking contract, CONTRACTOR refers to contract awardees’.

Terms of Contract

Contract term shall span 2 snow-season years, and will contain one two-year renewal option, which may be exercised by the City of Valdez contingent on funding, and approval by the City Council. The contract, if accepted, will commence October 15, 2022, and expire June 15, 2024. Recommendation for renewal of each contract will be withheld until the Contract Administrator completes a thorough review of the preceding years’ work including any complaints or letters of appreciation.

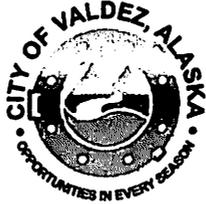
Equipment and Materials

The CONTRACTOR shall furnish all supervision, personnel, transportation, tools, and equipment necessary to complete this CONTRACT.

Contract Payments

The OWNER will pay the CONTRACTOR for the performance of this service, subject to additions and deletions by Change Order as provided in the General Conditions, the CONTRACT sum as set forth on the Bid Form. Payment will be conditioned upon satisfactory completion of the Work by the CONTRACTOR subject to the provisions of the General Conditions. Payments will only be for work done, travel time will not be paid.

Timely payment to the CONTRACTOR is contingent upon receipt of invoices by the Public Works Director of the City of Valdez, P.O. Box 307, Valdez, Alaska 99686. Invoices shall be submitted by the 10th of each month by Public Works fax (907-835-4900) or email. Invoices should contain the following information: Date, Weather Conditions and Snow Fall Amount, Equipment, Beginning Time & Hours. Please maintain these in the attached log and submitted with billing.



Payments may be withheld due to:

- 1) Invoices submitted later than 30 days after the end of the month in which the work was performed
- 2) Defective work
- 3) Damage to City property caused by CONTRACTOR or CONTRACTOR'S employees or subcontractors
- 4) Unsatisfactory prosecution of the Work
- 5) Failure to pay suppliers, subcontractors, or wages promptly, or
- 6) Failure to submit weather conditions log
- 7) Any other material breach of this CONTRACT by the CONTRACTOR.

Changes in the Work

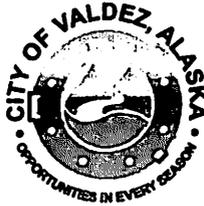
The OWNER, without invalidating the CONTRACT, may order changes in the Work consisting of additions, deletions, or modifications, the CONTRACT Sum to be adjusted accordingly. A written Change Order signed by the OWNER shall authorize all such changes in the Work. Any adjustment to the CONTRACT Sum resulting from a change in the Work shall be determined by mutual agreement between the OWNER and the CONTRACTOR. Where mutual agreement cannot be reached, the value of the change will be determined by time and materials in accordance with the General Conditions.

Cancellation of Contract

See CONTRACT DOCUMENT Item #4 Termination, page 21.

Contact Name & Number

The Contractor shall provide the City with the name and phone number of any contact persons. These persons should be available on call if conditions warrant calling the contractor.



SPECIFICATIONS

The CONTRACTOR shall furnish all labor, supplies, equipment, supervision, and any other thing necessary to satisfactorily perform the work described in this CONTRACT.

A. To remove snow and ice so as to maintain all roads in safe, drivable condition and to likewise remove snow from the other portions of the areas designated in this CONTRACT in the most expedient manner allowable. In most areas grading the snow to windrows, in the street center, shall be performed prior to the pushing of snow by a loader.

B. Depth of accumulated snow shall be **three inches and not to exceed eight inches** before snow removal operations commence. Every effort shall be made to have roadways clean and drivable before the early morning work and school traffic is present. Extreme caution is required when children are present. CONTRACTOR is required to obtain permission by the contract administrator prior to starting when work is required outside the above parameters.

C. CONTRACTOR agrees to accept responsibility for all citizens' complaints and to resolve these matters in an expedient manner. **CONTRACTOR ALSO ACCEPTS RESPONSIBILITY FOR ANY DAMAGE TO PRIVATE OR PUBLIC PROPERTY.**

E. All street corners shall be maintained to allow proper visibility for safe driving.

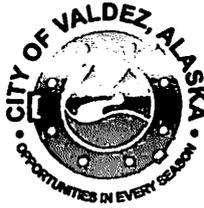
F. FIRE HYDRANTS, if present in the area, shall be cleared out on either side of the hydrant. The front of each hydrant shall be kept clear and level with the adjoining roadway.

G. ICE, either caused by rain, packed snow, or any other source, must be removed and/or scarified to provide traction for safe stopping and turning. The CONTRACTOR will provide sand (3/8-) and/or another form of ice melt as needed to assist in the control of extreme icy conditions. During periods of no snowfall, the road surface shall be maintained to provide a level driving surface and sufficient traction for safe driving. CONTRACTOR is required to call contract administrator prior to rolling equipment under these conditions.

H. BREAK-UP: During the period of time referred to as "break up" or during spells of thawing or heavy rainfall, it will be necessary to open drainage ditches to allow the roadways to drain. Packed snow and ice may also soften and need to be removed from the roadway to prevent the "pothole" effect common to break-up periods.

I. Snow placed in the street by private citizens becomes the responsibly of the CONTRACTOR. Dumping of snow in City streets by commercial snow removal services is not permitted.

J. EQUIPMENT not meeting these requirements or in poor mechanical condition and not able to perform as intended may be disallowed. All EQUIPMENT to be used in the CONTRACT is subject to inspection by the City of Valdez. Lights, oversized signs, permits and other requirements of the State of



Alaska must be followed. Any equipment listed in the contractors bid, but not currently owned by them, will need a letter from the seller stating that they will sell the piece of equipment to the CONTRACTOR if they are awarded a snow removal contract.

K. Snow lots are to be maintained by the contractor; however the city will periodically push lots at its sole discretion.

L. LOT CLEAN UP: Cost for this shall be covered under general overhead cost; a separate payment shall not be made. The City will withhold a 10% retainer fee of the March & April billing pending cleanup. Clean up shall include garbage and debris collection and lot leveling. The penalty for not performing lot clean up shall be loss of retainer and/or loss of CONTRACT.



CITY OF VALDEZ
PUBLIC WORKS DEPARTMENT
SNOW REMOVAL SERVICES
October, 2022 – June, 2024
BID FORM

Proposal of Nordic Village Supply
(Hereinafter called the BIDDER).

Check one:

Corporation organized and existing under the laws of the State of Alaska and authorized to do business in the State of Alaska,

A partnership,

A joint venture, OR

An individual doing business as Nordic Village Supply

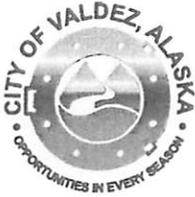
To the City of Valdez, Alaska (hereinafter called the OWNER):

A. The BIDDER, in compliance with the Invitation to Bidders for completion of the service indicated above, having examined the specifications and related documents and being familiar with all of the conditions surrounding the completion of the proposed services, including the availability of materials and conditions of the service site(s), agrees to complete the services in accordance with the Contract Documents, within the times set forth herein and for the prices stated herein.

B. The BIDDER agrees to commence work under the Contract on the date to be specified in the written NOTICE TO PROCEED issued by the OWNER and fully complete the services within the time stipulated in the Contract Documents.

C. It is understood that it is the intent of the OWNER that the basis of Award shall be in accordance to all applicable State Law and Valdez City Ordinances subject to the availability of funds and the responsibility of BIDDER.

D. The OWNER specifically reserves the right to reject any irregular bids or all bids or to waive any irregularities.



BID

In accordance with the above, we, as BIDDER, hereby submit the following hourly prices for the proposed services for all work and equipment necessary to accomplish the work as set forth in the Contract Documents, hourly amounts as set forth below.

Indicate area(s) bid by initialing below

AREA I _____ YES NO

This area consists of Atigun Dr., Salcha Way, Rudolph St., Hobart St., access to South Central Pump Station City Water Well #6, the Airport Parking lot and Zurich Loop Rd., N Sawmill Dr. and 9th Street.

AREA II _____ YES NO

This area consists of the streets in Robe River Subdivision, including Fire Station #3, City Water Well #7, and Valdez Cemetery Road access.

AREA III _____ YES NO

This area consists of Corbin Creek Subdivision, off-highway parking for access to Alpetco Rd and off-highway parking at the ballfields.

AREA IV _____ YES NO

This area consists of the entrances of Deep Lake Drive, Corbin Loop Road for the purpose of School Bus access and dumpsters. This area also consists of Cummings Way and the Salmonberry Ski Hill.

AREA V YES _____ NO

This area consists of the streets in Nordic and Alpine Woods Subdivision, Fire Station #4 access road, parking lot, and the draft well.



List hourly rates below

	E #1	A #2
<u>Motor Grader</u>		
Year	1992	1995
Make:	Champion	Champion
Model:	780A	
Mold Board Length:	14'	16'
Hourly Rate	150	150
Condition (circle)	Excel/Good/Fair	Excel/Good/Fair
<u>Front End Loader</u>	C #1	B #2
Year	2008	1998
Make:	Hyundai	John Deere
Model:	770-7A	744H
Snow Bucket (c.y.):	5.75	5.75
Push Blade size:		
Hourly Rate:	210	170
Condition (circle)	Excel/Good/Fair	Excel/Good/Fair
<u>Front End Loader</u>	I #3	F #4
Year	2113	2001
Make:	Volvo	Case
Model:	L90	521D
Snow Bucket (c.y.):	3.75	3



Push Blade size:	12.5'	12.5'
Hourly Rate:	180	180
Condition (circle)	<input checked="" type="checkbox"/> Excel/Good/Fair	<input checked="" type="checkbox"/> Excel/Good/Fair

<u>Sand Truck</u>	G #1	#2
Year	1998	Contract As Needed
Make:	International	
Model:	4700	
Hourly Rate:	160	
Condition (circle)	<input checked="" type="checkbox"/> Excel/Good/Fair	Excel/Good/Fair

<u>Miscellaneous</u>	D #1	H #2
Year	1998	2002
Make:	CAT	CAT
Model:	938F	D3 cxl
Purpose:		Snow Lots
Hourly Rate:	110	125
Condition (circle)	Excel/ <input checked="" type="checkbox"/> Good/Fair	<input checked="" type="checkbox"/> Excel/Good/Fair



The undersigned acknowledges receipt of the following addendum number(s) _____ and certifies that their contents have been considered in the preparation of this Bid. If none, state "NONE" in space provided.

The Contract, if awarded, will be awarded to the most responsive bidder whose bid is most advantageous to the city, as determined by the city, taking into consideration type of equipment, size, and hourly rate.

COMPANY NAME

Nordic Village Supply
(PRINT OR TYPE)


SIGNATURE

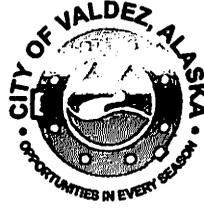
HC1 Box 20
MAILING ADDRESS

Owner
TITLE

Valdez, Alaska 99686
CITY, STATE, ZIP CODE

9/12/22
DATE

CORPORATE SEAL (if corporation)



SNOW REMOVAL SERVICES
October, 2022 – June, 2024

SUPPLEMENTARY CONDITIONS

SC-1 GENERAL

These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

SC-2 DEFINITIONS

The terms used in these Supplementary Conditions, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions.

SC-5.3 CONTRACTOR'S LIABILITY INSURANCE

Add the following paragraph to Article 5.3:

"Before issuance of Notice to Proceed, the CONTRACTOR shall file with OWNER a certification prepared by the CONTRACTOR's insurance carrier stating that the CONTRACTOR has insurance in force providing full coverage as required by these Contract Documents; this certification shall contain a provision that the coverage afforded under the policies will not be cancelled or materially changed until at least fifteen (15) days prior written notice has been given to OWNER. OWNER shall be named as additional insured."

Add the following sub-paragraph to 5.3 Contractor's Liability Insurance:

"5.3.8 CONTRACTOR'S Public Liability Insurance shall include coverage for:

Workers' Compensation

\$100,000 Employers Liability and
Worker's Compensation as required
by Alaska State Workers'
Compensation Statutes

Minimum Limits

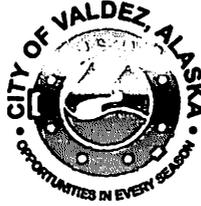
Statutory

Comprehensive General Liability

Bodily Injury and Property Damage
Liability; Premises Operations
Including explosion, collapse,
And underground; Products and
Complete Operations; Broad Form
Property Damage; Blanket Contractual; Personal Injury

Minimum Limits

\$1,000,000
Combined Limit
Each Occurrence
and Aggregate



Comprehensive Automobile Liability
Bodily Injury and Property Damage,
including all owned, hired, and
non-owned automobiles

Minimum Limits*
\$1,000,000
Combined Limit
per Accident

Excessive Liability Insurance
Umbrella Form

Minimum Limits
\$1,000,000
Combined Bodily Injury
and Property Damage

* These limits may be reduced
only if the excess insurance is
increased to provide the same
total coverage

The City of Valdez shall be named "Additional Insured" on the policy.

SC-6.8 SUBCONTRACTORS

Prior to the Notice of Award, the CONTRACTOR shall submit a list of all subcontractors and materials suppliers that he plans to utilize in the Work. The OWNER retains the right to reject any subcontractor or materials supplier.

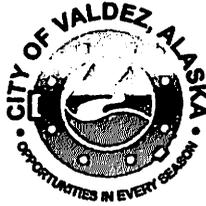
SC-6.14 SPECIAL LEGAL REQUIREMENT

A. This Contract shall be governed by the laws of the State of Alaska and the Valdez City Code.

B. The CONTRACTOR shall keep himself fully informed of all federal, state, and local laws, ordinances, codes, and regulations in any manner affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having jurisdiction of authority. He shall at all times observe, comply with, protect, and indemnify the contracting agency and its agents against any claim or liability arising from or based upon the violation of such laws, ordinances, regulations, orders, or decrees.

C. Taxes: The CONTRACTOR shall pay all federal, state, and local taxes incurred by the CONTRACTOR in the performance of this Contract and proof of payment of these taxes is a condition precedent to payment by the OWNER. CONTRACTOR'S certification that taxes have been paid (as contained in the release on Contract) will be verified with the Department of Revenue and Department of Labor, prior to final payment. If any federal, state, or local tax is imposed or repealed after the date of bid opening and is made applicable to and paid by the CONTRACTOR on the articles or supplies herein contracted for, then the Contract shall be increased or decreased accordingly by a Change Order.

D. Permits and Responsibilities for Work: The CONTRACTOR shall, without additional expense to the contracting agency, be responsible for obtaining any necessary licenses and permits. Permits from the City of Valdez shall be secured, but no charge will be made by the City for them. The CONTRACTOR shall be responsible for all materials delivered and all work performed until completion and acceptance of the entire construction services, except for any completed unit of construction, which previously may have been accepted.



E. **Accident Prevention:** The CONTRACTOR shall comply with AS 18.60.075 and all pertinent provisions of the Construction Code Occupational Safety and Health Standards issued by the Alaska Department of Labor, and he shall take or cause to be taken, such additional measures as the contracting agency may determine to be reasonably necessary to protect the lives and health of his employees under this Contract. The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of his plans, appliances, methods, and for any damages, which may result from their failure or their improper construction, maintenance, or operation.

F. **Archeological Remains:** Pursuant to AS 41.35.070 construction shall be halted if archeological remains are uncovered, to permit archeological survey. The CONTRACTOR shall notify the contracting agency and the State Archeologist, Department of Natural Resources, if archeological remains are found. The contracting agency will then address and resolve the matter.

G. **Equal Employment Opportunity:**

1. The CONTRACTOR shall not discriminate against any employee or applicant because of race, creed, color, or national origin. The CONTRACTOR shall ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, or national origin.

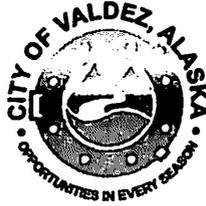
2. All solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR shall state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, or national origin.

H. **Preferential Employment:** The CONTRACTOR shall give employment preference to qualified residents of the City of Valdez to the maximum extent permitted by law.

I. **Convict Labor:** The CONTRACTOR agrees not to employ under the Contract, any person(s) undergoing sentence of imprisonment.

J. **Wage Rates, Overtime Work Hours, and Compensation:** The Attorneys of the City of Valdez have determined that this is not a public works contract and, therefore, the requirements for the payment of prevailing wage do not apply.

K. **Copeland (Anti-Kickback) Act:** The regulations of the U.S. Secretary of Labor applicable to Contractors and subcontractors (29CFR, Part 3), pursuant to the Copeland Act as amended (40-USC 276c) and aiding in the enforcement of the Anti-Kickback Act (18-USC 875) are made a part of this Contract by reference. The CONTRACTOR shall comply with these regulations and any amendments or modifications thereof, and shall be responsible for the submission of affidavits required of subcontractors.



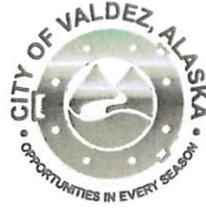
L. Industrial Safety - OSHA Alaska Plan: Chapter 46 of the Session Laws of Alaska passed in 1973 implements the Alaska plan of the Occupational Safety and Health Act. Under this Act, certain regulations have been promulgated by the Department of Labor. Others will be promulgated in the future. The OWNER is subject to these OSHA requirements as well as the CONTRACTOR performing under its Contracts. The CONTRACTOR is expressly notified of the pendency of the OSHA requirements and shall act in accordance herewith. Failure to comply with OSHA requirements, notwithstanding any other provision of this Contract, is sufficient cause for termination and default under the Contract provision.

M. Covenant Against Contingent Fees: The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warrant, the Contracting Agency shall have the right to annul this Contract without liability or, in its discretion to deduce from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

N. Officials Not To Benefit: No member of or delegate to the U.S. Congress, the State Legislature, or any other State or City official shall be admitted to any share or part of this Contract, nor to any benefit that may arise. However, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

O. Personal Liability of Public Officials: In carrying out any of the provisions hereof, or in exercising any power or authority granted to him by the Contract, there will be no liability upon the Contracting Officer nor upon his authorized representatives, either personally or as officials of the City of Valdez, it being always understood that in such matters they act as agents and representatives of the Contracting Agency.

P. Consent to Assignment: The CONTRACTOR shall obtain the prior written consent of the Contracting Agency to any proposed assignment of any interest in, or part of this Contract. The consent to any assignment or transfer shall not operate to relieve the CONTRACTOR or his sureties of any of his or its obligations under this Contract or the performance bonds. Nothing herein contained shall be construed to hinder, prevent, or affect an assignment of monies due, or to become due hereunder, made for the benefit of the CONTRACTOR'S creditors pursuant of law.



**CITY OF VALDEZ
SNOW REMOVAL SERVICES CONTRACT**

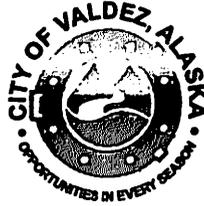
THIS AGREEMENT is dated as of this 6TH day of OCTOBER 2022 by and between CITY OF VALDEZ, ALASKA, hereinafter referred to as "CITY or OWNER", acting through its City Manager and NOROZC VILLAGE SUPPLY, doing business in the City of Valdez, State of Alaska, hereinafter referred to as "CONTRACTOR."

WHEREAS, the CITY has a need to enter into agreements with contractors to provide snow removal services to certain areas of the City of Valdez; and

WHEREAS, Contractors have equipment available to provide these snow removal services in areas in the City of Valdez.

NOW, THEREFORE, CITY and CONTRACTOR agree to enter into a contract as follows:

1. SERVICE PROVIDED BY CONTRACTOR. CONTRACTOR has submitted a bid to provide certain services to City for snow removal. CONTRACTOR agrees to provide snow removal services for the contract years of 2022-2024 in AREA 5 set forth in the "Bid Form" submitted by CONTRACTOR to CITY for this work. CONTRACTOR's bid form is incorporated into this Agreement.
2. Term. The term of this Agreement shall be from October 15, 2022 to June 15, 2024, as weather conditions dictate, unless terminated earlier as provided for in this Agreement. This contract allows for one, 2-year renewal option which may be exercised by the City of Valdez contingent on funding and approval by the City Council.
3. Compensation. CONTRACTOR will be paid for its services provided under this Contract according to unit price amounts as set forth in the "Bid Form" (attached) as submitted by NOROZC VILLAGE SUPPLY, CONTRACTOR TO CITY. Payments will be made on a **MONTHLY** basis following submission of the appropriate invoices to CITY.
4. Termination. CITY may terminate this agreement should CONTRACTOR not perform the services provided for in this Contract to the satisfaction of the CITY.
5. Indemnity. CONTRACTOR shall indemnify, defend, save and hold CITY harmless from any claim, lawsuit or liability including costs and attorney's fees allegedly arising from loss, damage or injury to persons or property during the course of this Contract.
6. Insurance. CONTRACTOR, during the term of this Contract, will maintain liability and property damage insurance in the minimum amount of One Million Dollars.



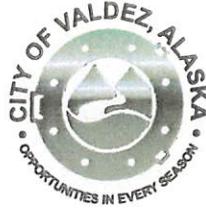
7. **Non-Waiver.** Either party failing to enforce a provision of this Agreement does not waive the provision or the effective validity of the Agreement or a parties' right to enforce any provision of the Contract.
8. **Integration.** This Agreement and all documents incorporated in it by reference are the entire Agreement of the parties and supersede all previous communications, representations and agreements regarding this subject, whether oral or written, between the parties.
9. **Modifications.** No alterations or modifications of any provisions of this Agreement shall be valid unless made in writing and signed by both parties.
10. **Severability.** The provisions of this Agreement shall be severable and the invalidity or the unenforceability of any of its provisions shall not affect the validity or the enforceability of remaining provisions.
11. **Notices.** Any notices to Contractors shall be mailed to:

Contractor Name
Contractor Address
Valdez, Alaska 99686

Any notices to CITY shall be mailed to:

Rob Comstock
Public Works Director
City of Valdez
P.O. Box 307
Valdez, Alaska 99686

12. **Contract Administrators:** City Contract Administrators for Snow Removal Services are Rob Comstock and Venessa Dawson or their designated representatives.



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

CONTRACTOR:

CITY OF VALDEZ, ALASKA

APPROVED:

By: Rob J Wake

Sharon Scheidt

Sharon Scheidt, Mayor

Title: CEO

10/13/22

Date: 10-6-22

Date

HCI Box 20
Mailing Address

VALDEZ AK. 99686
City, State, Zip Code

920078972
Federal I.D. or S.S. #

ATTEST:

Shari Pierce
Sheri Pierce, MMC, City Clerk

RECOMMENDED:

Mark Detter

Mark Detter, City Manager

CORPORATE SECRETARY

Attest: _____
Corporate Secretary

Rob Comstock
Rob Comstock, Public Works Director

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.



John S. Wakeland
John S. Wakeland



Legislation Text

File #: 26-0025, **Version:** 1

ITEM TITLE:

Approval of Contract Amendment #1 Rural Snow Removal Services with P&R Enterprises, Inc.

SUBMITTED BY: John Witte, Director, Public Works Department

FISCAL NOTES:

Expenditure Required: \$360,000 (Annual Estimate)

Unencumbered Balance: \$850,000

Funding Source: 001-4400-44225 Rural Snow Removal

RECOMMENDATION:

Approve Contract Amendment #1 Rural Snow Removal with P&R Enterprises, Inc.

SUMMARY STATEMENT:

This amendment extends the existing Rural Snow Removal Services agreement with P&R Enterprises, Inc. through June 2026, as allowed under the original contract, following completion of the initial term. All other terms, conditions, scope of work, and compensation rates remain unchanged. No additional funding is requested as part of this amendment.



**City of Valdez
Contract Amendment #1**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and P & R ENTERPRISES, INC. (“Consultant”), is to the following AGREEMENT dated the ____ day of _____, 2026:

Project: RURAL SNOW REMOVAL SERVICES

Contract No.: 1991-26

Cost Code: 001-4400-44225

Consultant’s project manager under this agreement is Carey Wade.

City’s project manager is John Witte.

ARTICLE 1. Justification

The above referenced AGREEMENT requires modification due to the following requirements or conditions: Following the completion of initial term of the agreement, the contract allows for an extension through June 2026. The City is exercising this extension. Remainder of terms continue unchanged.

ARTICLE 2. Scope of Work - Period of Performance

Scope of work and/or Period of Performance to the above referenced AGREEMENT shall be extended as specified in the Agreement, which is hereby incorporated by this reference.

ARTICLE 3. Compensation

Compensation remains based on Time and Equipment rates previously established.

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

Agreement for Services
Project: Rural Snow Removal Services
Contract No. 1991-26
Cost Code: 001-4400-44225



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 AMENDMENT.

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.

P & R ENTERPRISES, INC.

Carey Wade
Name of Company Rep Authorized to Sign

BY: _____

TITLE: President

DATE: 1-6-2026

FEDERAL ID #: _____

[Signature]
Signature of Company Secretary or Attest

Date: 1-6-2026

**CITY OF VALDEZ, ALASKA
APPROVED:**

Dennis Fleming, Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

Nathan Duval, City Manager

Date: _____

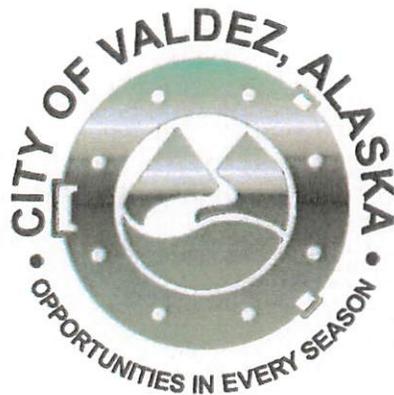
RECOMMENDED:

John Witte, Public Works Director

Date: _____

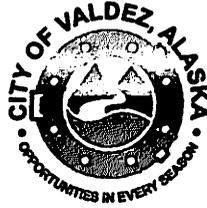
City of Valdez
Snow Removal Services

October, 2022 – June, 2024



CONTRACT DOCUMENTS

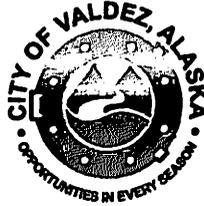
PUBLIC WORKS DEPARTMENT
STREET DIVISION



**CITY OF VALDEZ, ALASKA
SNOW REMOVAL SERVICES
October, 2022 – June, 2024**

I N D E X

<u>SECTION</u>	<u>PAGE #</u>
INVITATION TO BIDDERS	3
TIMELINE	4
INSTRUCTIONS TO BIDDERS (CHECKLIST)	5
SCOPE OF WORK	9
SPECIFICATIONS	12
BID FORM	13
SUPPLEMENTARY CONDITIONS	17
AGREEMENT (CONTRACT)	21
ATTACHMENT A - SNOW AREA MAPS	



**CITY OF VALDEZ, ALASKA
SNOW REMOVAL SERVICES**

INVITATION TO BIDDERS

The City of Valdez, Public Works Department is requesting bids from qualified firms for snow removal services within the City of Valdez.

Sealed bids will be received at City of Valdez, 212 Chenega St., P.O. Box 307, Valdez, Alaska 99686, until 4:00 p.m., September 14, 2022 at which time they will be opened at the City Shop (602 W. Egan) and the required bid documents (page 6 item #7 of the Contract Documents) will be verified. A non-mandatory pre-bid meeting will be held at the same location, at 4:00 p.m. on September 12, 2022.

More specific information concerning the proposed services and proposal submittal guidelines are contained in the Contract Documents which may be obtained from the Public Works Department, additional information or questions should be addressed in writing to Rob Comstock or Venessa Dawson and delivered in person to the City Shop, 602 W. Egan. (907) 835-4473

Each respondent, prior to preparation of a bid, shall thoroughly acquaint themselves with the proposed services. Submittal of a bid is verification that the Bidder is thoroughly acquainted with site and services required. The successful bidder must demonstrate the practical and technical expertise necessary to accomplish the services.

The attorneys of the City of Valdez have determined that this is not a public works contract and, therefore, the requirements for Performance and Payment Bonds and for payment of prevailing wage do not apply. The City reserves the right to reject any and all bids and to waive any informality therein.

Bidder's Experience

All bidders will describe in detail his experience, personnel, and equipment resources. References from previous work are required.

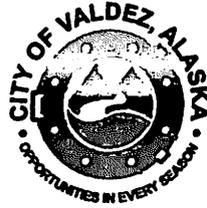
Equipment Information

This bid price shall be submitted on the enclosed Bid Form and shall be based upon the equipment information provided on pages 14 and 15 of these documents.

Bid Evaluation

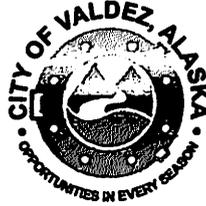
The successful bid will not be selected solely on monetary criteria. Previous records of performance of similar work and references will be used. Comparison of equipment size and condition will also be used.

Rob Comstock, Public Works Director



SNOW REMOVAL SERVICES TIMELINE

August	29, 2022	Available to Public, advertising commences
September	12, 2022	Non-Mandatory Pre-bid, 4:00pm City Shop
September	14, 2022	Bids Due 4:00pm, Public opening at City Shop
September	15 - 22, 2022	Review Period
September	23, 2022	Notice of Intent to Award
October	4, 2022	City Council Action
October	5 – 7, 2022	Contract Signing
October	10, 2022	Notice to Proceed
October	15, 2022	Contract start date



INSTRUCTIONS TO BIDDERS BIDDERS CHECKLIST

CAUTION:

Your bid may be rejected if not properly executed. Check that the following items have been accomplished to help assure a responsive bid:

1. Bid Form

- a. The Bid Form has been executed and signed.
- b. Addenda are acknowledged.

2. Alaska Business License

A copy of current Alaska Business License must be included with the bid, type 48-8490-Other Support Activities for Road Transportation

3. City of Valdez Business Registration

A copy of current City of Valdez Business Registration must be included with the bid.

4. Written detail of personnel, experience, equipment, and references.

Your bid may be rejected if it contains an alteration or erasure, which is not initialed by the signer of the bid.

GENERAL CONDITIONS:

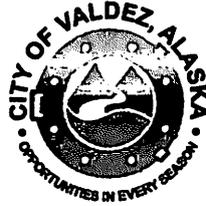
1. GENERAL

Bidders are requested to study and follow these instructions as to the method and form for submitting bids to avoid having their bid rejected.

Bidders will find all required forms and documents contained within this assembly. Please take notice under Section 7, Required Documents for Bid, as to which forms and documents are required for your bid to be accepted.

2. EXPLANATION TO BIDDERS

Any explanation desired by bidders regarding the meaning or interpretation of the drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders, and its receipt by the bidder shall be acknowledged.



3. CONDITIONS AT SITE OF WORK

Bidders must visit the site to ascertain pertinent local conditions such as the location, accessibility, and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work performed thereon.

4. ADDENDA REQUIREMENTS

The bid documents provide for acknowledgement individually of all addenda to the drawings and/or specifications on the Bid Form. All addenda shall be acknowledged on the Bid Form prior to reading or acceptance of bid. If the bidder receives no addenda's, the word "None" shall be shown as specified. Every effort will be made to ensure that bidders receive all addenda when issued. Addenda will be sent to the latest known address of the individual or company requesting bid documents via mail, fax or email.

5. SUBMISSION OF BIDS

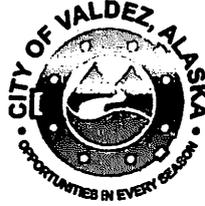
All bids, including any amendment or withdrawal, must be received at the address shown in the Invitation for Bids no later than the scheduled time of bid opening. Any bid, amendment, or withdrawal that has not been actually received by the person opening bids prior to the time of the scheduled bid opening will not be considered and will be returned unopened.

BIDS MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:

**BIDS FOR CITY OF VALDEZ
PUBLIC WORKS DEPARTMENT
SNOW REMOVAL SERVICES
VALDEZ, ALASKA**

6. PREPARATION OF BIDS

Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed in ink. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change. The Bid Form will provide for quotation of price for all items. Bidders do not have to quote on all areas. Alternative bids will not be considered unless called for. Unless specifically called for, facsimile bids will not be considered. Modification by facsimile of bids already submitted will be considered if received prior to the time fixed in the Invitation for Bids. Facsimile modifications shall not reveal the total amount of the original or revised bid. Fax modifications to 835-4900 Attn: Bid Modification for Snow Removal Services.



7. REQUIRED DOCUMENTS FOR BID

The following listed documents are to be completed and submitted at time of bidding. Deviation from these requirements will be grounds for rejection of the bid.

- a. Bid Form, with addenda acknowledged
- b. Copy of current Alaska Business License 48-8490
- c. Copy of current City of Valdez Business Registration
- d. References
- e. Bidder's qualification

8. REQUIRED DOCUMENTS FOR AWARD OF CONTRACT

The following documents must be executed prior to award of the contract and the beginning of the work. Contractors are urged to expedite the completion of these requirements so that award and notice to proceed with the work can be made in a timely manner. These documents must be submitted within ten (10) working days after date of Notice of Intent to Award.

- a. Certificate of Insurance (naming City of Valdez as an "additional insured").
- b. If a corporation, corporate acknowledgement of authority to execute bid document.
- c. Copy of all state and local permits required to perform the duties of snow removal.

9. BONDING REQUIREMENTS

This is not a contract that requires bonding. No bonds will be required.

10. BIDDER'S QUALIFICATIONS

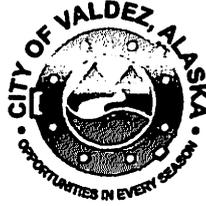
All bidders will be required to submit a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources, and equipment available and to be used in performing the contemplated work. These statements of facts must be submitted with the bid documents or your bid will be disqualified.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or facsimile request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

12. BIDDERS INTERESTED IN MORE THAN ONE BID

Contractors bidding on multiple areas must be able to perform work in all areas simultaneously if selected for multiple areas.



13. REJECTION OF BIDS

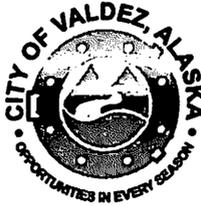
The City reserves the right to reject any and all bids when such rejection is in the interest of City; to reject the bid of a bidder who has previously failed to perform properly, or to complete on time; and to reject the bid of a bidder who is not, in the opinion of the City, in a position to perform the contract.

14. BID PROCEDURE

Excerpt from Valdez City Code

Section 2.80.065 Competitive Bidding

H. Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder not qualified as a local bidder. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.



SNOW REMOVAL SERVICES

October, 2022 – June, 2024

SCOPE OF WORK

Work shall include, but is not limited to, the furnishing of all personnel, supervision, equipment, tools, and transportation necessary for the snow removal services in the areas described below. Sanding is the responsibility of the contractor. Sand size shall be no larger than 3/8-. Post season lot clean-up is a requirement that will be considered an overhead cost. Lot clean-up includes the removal of trash and other debris along with leveling. Clean-up shall take place multiple times as needed to maintain a clean appearance.

In all areas where buses operate, the bus routes are to be a priority.

AREA 1 – This area consists of Atigun Dr., Salcha Way, Rudolph St., Hobart St., access to South Central Pump Station City Water Well #6, the Airport Parking lot and Zurich Loop Rd., N Sawmill Dr. and 9th Street.

Children are present, especially during early morning and after school. The Salcha Way area is susceptible to high winds and drifting snow. The school bus yard is located on N. Sawmill Dr., snow removal will need to be done in a manner that doesn't delay or disrupt bus service.

AREA II – This area consists of the streets in Robe River Subdivision, including Fire Station #3, City Water Well #7, and Valdez Cemetery Road access.

This area consists of narrow residential streets with numerous driveways. Snow storage is limited to the street right-of-way and additional snow storage lots. Being a crowded residential area, children are almost always present, creating an additional cause for caution.

AREA III – This area consists of Corbin Creek Subdivision, off-highway parking for access to Alpetco Rd and off-highway parking at the ballfields.

Snow storage lots are available on each residential street within this subdivision. Again this is a residential area where children are present, especially during early morning and late afternoon please use caution.

AREA IV – This area consists of the entrances of Deep Lake Drive, Corbin Loop Road for the purpose of School Bus access and dumpsters. This area also consists of Cummings Way and the Salmonberry Ski Hill.

This area consists of residential streets (gravel surfaces). Snow Storage is designated within the street Right-Of-Way and contractor has additional snow storage lots available. The Cummings Way Right-Of-Way has very steep embankments close to where it intersects the Richardson Highway and this area is suitable for large amounts of snow storage. Snow storage lots have been constructed with steep drop offs to allow for snow to be pushed over and into ravines. There are very few driveways but private access roads are numerous and it is a high priority to keep these entrances clear. Children may be present, especially in early morning and late afternoon-caution is advised.



Cummings Way has a 9% grade in some places and it may be susceptible to icing, high winds and drifting snow. Special conditions in this area may require additional sanding or different configurations of snow removal to keep conditions safe for driving.

Salmonberry Ski Hill consists of the entrance to and parking area for the Salmonberry Ski Hill, located at 5.1 mile of the Richardson Hwy.

AREA V – This area consists of the streets in Nordic and Alpine Woods Subdivision, Fire Station #4 access road, parking lot, and the draft well.

This area also consists of narrow residential streets (gravel surfaces) with limited snow storage lots available. Driveways are numerous and a high priority as they are in all areas. Children will be present, especially in early morning and late afternoon-caution is advised.

Terminology

Throughout this document the term OWNER or CITY refers to The City of Valdez, BIDDER refers to bidder seeking contract, CONTRACTOR refers to contract awardees’.

Terms of Contract

Contract term shall span 2 snow-season years, and will contain one two-year renewal option, which may be exercised by the City of Valdez contingent on funding, and approval by the City Council. The contract, if accepted, will commence October 15, 2022, and expire June 15, 2024. Recommendation for renewal of each contract will be withheld until the Contract Administrator completes a thorough review of the preceding years’ work including any complaints or letters of appreciation.

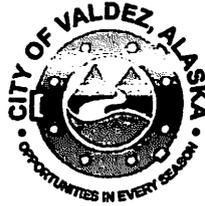
Equipment and Materials

The CONTRACTOR shall furnish all supervision, personnel, transportation, tools, and equipment necessary to complete this CONTRACT.

Contract Payments

The OWNER will pay the CONTRACTOR for the performance of this service, subject to additions and deletions by Change Order as provided in the General Conditions, the CONTRACT sum as set forth on the Bid Form. Payment will be conditioned upon satisfactory completion of the Work by the CONTRACTOR subject to the provisions of the General Conditions. Payments will only be for work done, travel time will not be paid.

Timely payment to the CONTRACTOR is contingent upon receipt of invoices by the Public Works Director of the City of Valdez, P.O. Box 307, Valdez, Alaska 99686. Invoices shall be submitted by the 10th of each month by Public Works fax (907-835-4900) or email. Invoices should contain the following information: Date, Weather Conditions and Snow Fall Amount, Equipment, Beginning Time & Hours. Please maintain these in the attached log and submitted with billing.



Payments may be withheld due to:

- 1) Invoices submitted later than 30 days after the end of the month in which the work was performed
- 2) Defective work
- 3) Damage to City property caused by CONTRACTOR or CONTRACTOR'S employees or subcontractors
- 4) Unsatisfactory prosecution of the Work
- 5) Failure to pay suppliers, subcontractors, or wages promptly, or
- 6) Failure to submit weather conditions log
- 7) Any other material breach of this CONTRACT by the CONTRACTOR.

Changes in the Work

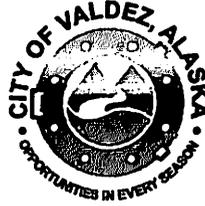
The OWNER, without invalidating the CONTRACT, may order changes in the Work consisting of additions, deletions, or modifications, the CONTRACT Sum to be adjusted accordingly. A written Change Order signed by the OWNER shall authorize all such changes in the Work. Any adjustment to the CONTRACT Sum resulting from a change in the Work shall be determined by mutual agreement between the OWNER and the CONTRACTOR. Where mutual agreement cannot be reached, the value of the change will be determined by time and materials in accordance with the General Conditions.

Cancellation of Contract

See CONTRACT DOCUMENT Item #4 Termination, page 21.

Contact Name & Number

The Contractor shall provide the City with the name and phone number of any contact persons. These persons should be available on call if conditions warrant calling the contractor.



SPECIFICATIONS

The CONTRACTOR shall furnish all labor, supplies, equipment, supervision, and any other thing necessary to satisfactorily perform the work described in this CONTRACT.

A. To remove snow and ice so as to maintain all roads in safe, drivable condition and to likewise remove snow from the other portions of the areas designated in this CONTRACT in the most expedient manner allowable. In most areas grading the snow to windrows, in the street center, shall be performed prior to the pushing of snow by a loader.

B. Depth of accumulated snow shall be **three inches and not to exceed eight inches** before snow removal operations commence. Every effort shall be made to have roadways clean and drivable before the early morning work and school traffic is present. Extreme caution is required when children are present. CONTRACTOR is required to obtain permission by the contract administrator prior to starting when work is required outside the above parameters.

C. CONTRACTOR agrees to accept responsibility for all citizens' complaints and to resolve these matters in an expedient manner. **CONTRACTOR ALSO ACCEPTS RESPONSIBILITY FOR ANY DAMAGE TO PRIVATE OR PUBLIC PROPERTY.**

E. All street corners shall be maintained to allow proper visibility for safe driving.

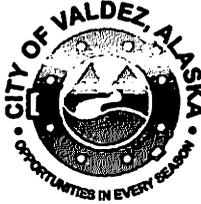
F. FIRE HYDRANTS, if present in the area, shall be cleared out on either side of the hydrant. The front of each hydrant shall be kept clear and level with the adjoining roadway.

G. ICE, either caused by rain, packed snow, or any other source, must be removed and/or scarified to provide traction for safe stopping and turning. The CONTRACTOR will provide sand (3/8-) and/or another form of ice melt as needed to assist in the control of extreme icy conditions. During periods of no snowfall, the road surface shall be maintained to provide a level driving surface and sufficient traction for safe driving. CONTRACTOR is required to call contract administrator prior to rolling equipment under these conditions.

H. BREAK-UP: During the period of time referred to as "break up" or during spells of thawing or heavy rainfall, it will be necessary to open drainage ditches to allow the roadways to drain. Packed snow and ice may also soften and need to be removed from the roadway to prevent the "pothole" effect common to break-up periods.

I. Snow placed in the street by private citizens becomes the responsibly of the CONTRACTOR. Dumping of snow in City streets by commercial snow removal services is not permitted.

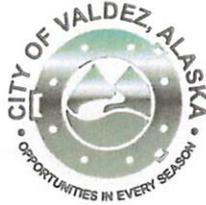
J. EQUIPMENT not meeting these requirements or in poor mechanical condition and not able to perform as intended may be disallowed. All EQUIPMENT to be used in the CONTRACT is subject to inspection by the City of Valdez. Lights, oversized signs, permits and other requirements of the State of



Alaska must be followed. Any equipment listed in the contractors bid, but not currently owned by them, will need a letter from the seller stating that they will sell the piece of equipment to the CONTRACTOR if they are awarded a snow removal contract.

K. Snow lots are to be maintained by the contractor; however the city will periodically push lots at its sole discretion.

L. LOT CLEAN UP: Cost for this shall be covered under general overhead cost; a separate payment shall not be made. The City will withhold a 10% retainer fee of the March & April billing pending cleanup. Clean up shall include garbage and debris collection and lot leveling. The penalty for not performing lot clean up shall be loss of retainer and/or loss of CONTRACT.



CITY OF VALDEZ
PUBLIC WORKS DEPARTMENT
SNOW REMOVAL SERVICES
October, 2022 – June, 2024
BID FORM

P & R Enterprises, Inc.

Proposal of _____
(Hereinafter called the BIDDER).

Check one:

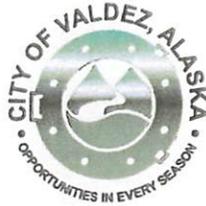
- Corporation organized and existing under the laws of the State of _____ Alaska and authorized to do business in the State of Alaska,
_____ A partnership,
_____ A joint venture, OR
_____ An individual doing business as _____

To the City of Valdez, Alaska (hereinafter called the OWNER):

- A. The BIDDER, in compliance with the Invitation to Bidders for completion of the service indicated above, having examined the specifications and related documents and being familiar with all of the conditions surrounding the completion of the proposed services, including the availability of materials and conditions of the service site(s), agrees to complete the services in accordance with the Contract Documents, within the times set forth herein and for the prices stated herein.
- B. The BIDDER agrees to commence work under the Contract on the date to be specified in the written NOTICE TO PROCEED issued by the OWNER and fully complete the services within the time stipulated in the Contract Documents.
- C. It is understood that it is the intent of the OWNER that the basis of Award shall be in accordance to all applicable State Law and Valdez City Ordinances subject to the availability of funds and the responsibility of BIDDER.
- D. The OWNER specifically reserves the right to reject any irregular bids or all bids or to waive any irregularities.

BID

In accordance with the above, we, as BIDDER, hereby submit the following hourly prices for the proposed services for all work and equipment necessary to accomplish the work as set forth in the Contract Documents, hourly amounts as set forth below.



Indicate area(s) bid by initialing below

AREA I _____ YES _____ X _____ NO

This area consists of Atigun Dr., Salcha Way, Rudolph St., Hobart St., access to South Central Pump Station City Water Well #6, the Airport Parking lot and Zurich Loop Rd., N Sawmill Dr. and 9th Street.

AREA II _____ X _____ YES _____ NO

This area consists of the streets in Robe River Subdivision, including Fire Station #3, City Water Well #7, and Valdez Cemetery Road access.

AREA III X S YES S S NO

This area consists of Corbin Creek Subdivision, off-highway parking for access to Alpetco Rd and offhighway parking at the ballfields.

AREA IV _____ YES _____ X _____ NO

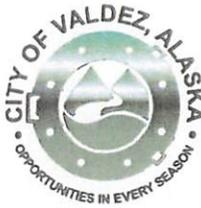
This area consists of the entrances of Deep Lake Drive, Corbin Loop Road for the purpose of School Bus access and dumpsters. This area also consists of Cummings Way and the Salmonberry Ski Hill.

AREA V _____ YES _____ X _____ NO

This area consists of the streets in Nordic and Alpine Woods Subdivision, Fire Station #4 access road, parking lot, and the draft well.

List hourly rates below

<u>Motor Grader</u>	#1	#2
Year	_____ 2009 _____	_____ 1999 _____
Make:	_____ Caterpillar _____	_____ Champion _____
Model:	_____ 160M _____	_____ 780A VHP _____
Mold Board Length:	_____ 16 FT. _____	_____ 16 FT. _____
Hourly Rate	_____ \$270.00 _____	_____ \$200.00 _____
Condition (circle)	(Excel)/Good/Fair	Excel/(Good)/Fair



Front End Loader

#1

#2

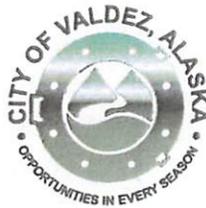
Year	___ 2013 ___	___ 2008 ___
Make:	___ Volvo ___	___ Hyundai ___
Model:	___ L180G ___	___ 780-7A ___
Snow Bucket (c.y.):	___ 10 YARDS ___	___ 8 YARDS ___
Push Blade size:	___ 14 FT ___	___ 13.10 FT ___
Hourly Rate:	___ \$260.00 ___	___ \$254.00 ___
Condition (circle)	<u>Excel</u> /Good/Fair	Excel/ <u>Good</u> /Fair

Front End Loader

#3

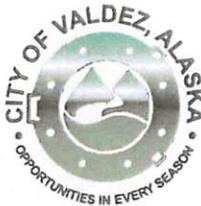
#4

Year	___ 2008 ___	___ 2008 ___
Make:	___ Komatsu ___	___ Caterpillar ___
Model:	___ WA430-6 ___	___ 904B ___
Snow Bucket (c.y.):	___ 4.5 YARDS ___	___ 2 YARDS ___
Push Blade size:	___ 13.6 FT ___	___ 8 FT ___
Hourly Rate:	___ \$224.00 ___	___ \$102.00 ___
Condition (circle)	<u>Excel</u> /Good/Fair	<u>Excel</u> /Good/Fair



<u>Sand Truck</u>	#1	#2
Year	<u>2004</u>	_____
Make:	<u>Kenworth</u>	_____
Model:	<u>8 Yd Highway</u>	_____
Hourly Rate:	<u>\$348.00</u>	_____
Condition (circle)	Excel/ <u>Good</u> /Fair	Excel/Good/Fair

<u>Miscellaneous</u>	#1	#2
Year	<u>2006</u>	_____
Make:	<u>Caterpillar</u>	_____
Model:	<u>D6RXL Dozer</u>	_____
Purpose:	Push piles on snow lots	_____
Hourly Rate:	<u>\$264.00</u>	_____
Condition (circle)	<u>Excel</u> /Good/Fair	Excel/Good/Fair



The undersigned acknowledges receipt of the following addendum number(s) NONE and certifies that their contents have been considered in the preparation of this Bid. If none, state "NONE" in space provided.

The Contract, if awarded, will be awarded to the most responsive bidder whose bid is most advantageous to the city, as determined by the city, taking into consideration type of equipment, size, and hourly rate.

COMPANY NAME

P & R Enterprises, Inc.

Carey L Wade
(PRINT OR TYPE)


SIGNATURE

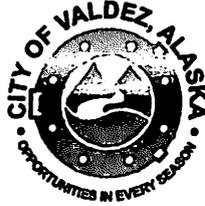
P.O. Box 1838
MAILING ADDRESS

President
TITLE

Valdez, AK 99686
CITY, STATE, ZIP CODE

9-12-2022
DATE

CORPORATE SEAL (if corporation)



**SNOW REMOVAL SERVICES
October, 2022 – June, 2024**

SUPPLEMENTARY CONDITIONS

SC-1 GENERAL

These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

SC-2 DEFINITIONS

The terms used in these Supplementary Conditions, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions.

SC-5.3 CONTRACTOR'S LIABILITY INSURANCE

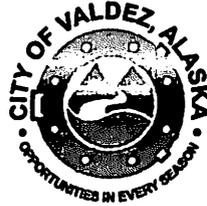
Add the following paragraph to Article 5.3:

"Before issuance of Notice to Proceed, the CONTRACTOR shall file with OWNER a certification prepared by the CONTRACTOR's insurance carrier stating that the CONTRACTOR has insurance in force providing full coverage as required by these Contract Documents; this certification shall contain a provision that the coverage afforded under the policies will not be cancelled or materially changed until at least fifteen (15) days prior written notice has been given to OWNER. OWNER shall be named as additional insured."

Add the following sub-paragraph to 5.3 Contractor's Liability Insurance:

"5.3.8 CONTRACTOR'S Public Liability Insurance shall include coverage for:

<u>Workers' Compensation</u>	<u>Minimum Limits</u>
\$100,000 Employers Liability and Worker's Compensation as required by Alaska State Workers' Compensation Statutes	Statutory
<u>Comprehensive General Liability</u>	<u>Minimum Limits</u>
Bodily Injury and Property Damage Liability; Premises Operations Including explosion, collapse, And underground; Products and Complete Operations; Broad Form Property Damage; Blanket Contractual; Personal Injury	\$1,000,000 Combined Limit Each Occurrence and Aggregate



Comprehensive Automobile Liability
Bodily Injury and Property Damage,
including all owned, hired, and
non-owned automobiles

Minimum Limits*
\$1,000,000
Combined Limit
per Accident

Excessive Liability Insurance
Umbrella Form

Minimum Limits
\$1,000,000
Combined Bodily Injury
and Property Damage

* These limits may be reduced
only if the excess insurance is
increased to provide the same
total coverage

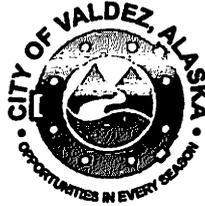
The City of Valdez shall be named "Additional Insured" on the policy.

SC-6.8 SUBCONTRACTORS

Prior to the Notice of Award, the CONTRACTOR shall submit a list of all subcontractors and materials suppliers that he plans to utilize in the Work. The OWNER retains the right to reject any subcontractor or materials supplier.

SC-6.14 SPECIAL LEGAL REQUIREMENT

- A. This Contract shall be governed by the laws of the State of Alaska and the Valdez City Code.
- B. The CONTRACTOR shall keep himself fully informed of all federal, state, and local laws, ordinances, codes, and regulations in any manner affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having jurisdiction of authority. He shall at all times observe, comply with, protect, and indemnify the contracting agency and its agents against any claim or liability arising from or based upon the violation of such laws, ordinances, regulations, orders, or decrees.
- C. Taxes: The CONTRACTOR shall pay all federal, state, and local taxes incurred by the CONTRACTOR in the performance of this Contract and proof of payment of these taxes is a condition precedent to payment by the OWNER. CONTRACTOR'S certification that taxes have been paid (as contained in the release on Contract) will be verified with the Department of Revenue and Department of Labor, prior to final payment. If any federal, state, or local tax is imposed or repealed after the date of bid opening and is made applicable to and paid by the CONTRACTOR on the articles or supplies herein contracted for, then the Contract shall be increased or decreased accordingly by a Change Order.
- D. Permits and Responsibilities for Work: The CONTRACTOR shall, without additional expense to the contracting agency, be responsible for obtaining any necessary licenses and permits. Permits from the City of Valdez shall be secured, but no charge will be made by the City for them. The CONTRACTOR shall be responsible for all materials delivered and all work performed until completion and acceptance of the entire construction services, except for any completed unit of construction, which previously may have been accepted.



E. **Accident Prevention:** The CONTRACTOR shall comply with AS 18.60.075 and all pertinent provisions of the Construction Code Occupational Safety and Health Standards issued by the Alaska Department of Labor, and he shall take or cause to be taken, such additional measures as the contracting agency may determine to be reasonably necessary to protect the lives and health of his employees under this Contract. The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of his plans, appliances, methods, and for any damages, which may result from their failure or their improper construction, maintenance, or operation.

F. **Archeological Remains:** Pursuant to AS 41.35.070 construction shall be halted if archeological remains are uncovered, to permit archeological survey. The CONTRACTOR shall notify the contracting agency and the State Archeologist, Department of Natural Resources, if archeological remains are found. The contracting agency will then address and resolve the matter.

G. **Equal Employment Opportunity:**

1. The CONTRACTOR shall not discriminate against any employee or applicant because of race, creed, color, or national origin. The CONTRACTOR shall ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, or national origin.

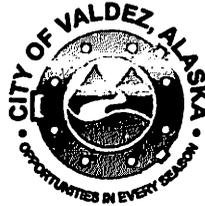
2. All solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR shall state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, or national origin.

H. **Preferential Employment:** The CONTRACTOR shall give employment preference to qualified residents of the City of Valdez to the maximum extent permitted by law.

I. **Convict Labor:** The CONTRACTOR agrees not to employ under the Contract, any person(s) undergoing sentence of imprisonment.

J. **Wage Rates, Overtime Work Hours, and Compensation:** The Attorneys of the City of Valdez have determined that this is not a public works contract and, therefore, the requirements for the payment of prevailing wage do not apply.

K. **Copeland (Anti-Kickback) Act:** The regulations of the U.S. Secretary of Labor applicable to Contractors and subcontractors (29CFR, Part 3), pursuant to the Copeland Act as amended (40-USC 276c) and aiding in the enforcement of the Anti-Kickback Act (18-USC 875) are made a part of this Contract by reference. The CONTRACTOR shall comply with these regulations and any amendments or modifications thereof, and shall be responsible for the submission of affidavits required of subcontractors.



L. Industrial Safety - OSHA Alaska Plan: Chapter 46 of the Session Laws of Alaska passed in 1973 implements the Alaska plan of the Occupational Safety and Health Act. Under this Act, certain regulations have been promulgated by the Department of Labor. Others will be promulgated in the future. The OWNER is subject to these OSHA requirements as well as the CONTRACTOR performing under its Contracts. The CONTRACTOR is expressly notified of the pendency of the OSHA requirements and shall act in accordance herewith. Failure to comply with OSHA requirements, notwithstanding any other provision of this Contract, is sufficient cause for termination and default under the Contract provision.

M. Covenant Against Contingent Fees: The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warrant, the Contracting Agency shall have the right to annul this Contract without liability or, in its discretion to deduce from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

N. Officials Not To Benefit: No member of or delegate to the U.S. Congress, the State Legislature, or any other State or City official shall be admitted to any share or part of this Contract, nor to any benefit that may arise. However, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

O. Personal Liability of Public Officials: In carrying out any of the provisions hereof, or in exercising any power or authority granted to him by the Contract, there will be no liability upon the Contracting Officer nor upon his authorized representatives, either personally or as officials of the City of Valdez, it being always understood that in such matters they act as agents and representatives of the Contracting Agency.

P. Consent to Assignment: The CONTRACTOR shall obtain the prior written consent of the Contracting Agency to any proposed assignment of any interest in, or part of this Contract. The consent to any assignment or transfer shall not operate to relieve the CONTRACTOR or his sureties of any of his or its obligations under this Contract or the performance bonds. Nothing herein contained shall be construed to hinder, prevent, or affect an assignment of monies due, or to become due hereunder, made for the benefit of the CONTRACTOR'S creditors pursuant of law.



**CITY OF VALDEZ
SNOW REMOVAL SERVICES CONTRACT**

THIS AGREEMENT is dated as of this 6th day of OCTOBER 2022 by and between CITY OF VALDEZ, ALASKA, hereinafter referred to as "CITY or OWNER", acting through its City Manager and P&R ENTERPRISES, INC., doing business in the City of Valdez, State of Alaska, hereinafter referred to as "CONTRACTOR."

WHEREAS, the CITY has a need to enter into agreements with contractors to provide snow removal services to certain areas of the City of Valdez; and

WHEREAS, Contractors have equipment available to provide these snow removal services in areas in the City of Valdez.

NOW, THEREFORE, CITY and CONTRACTOR agree to enter into a contract as follows:

1. SERVICE PROVIDED BY CONTRACTOR. CONTRACTOR has submitted a bid to provide certain services to City for snow removal. CONTRACTOR agrees to provide snow removal services for the contract years of 2022-2024 in AREA 2 set forth in the "Bid Form" submitted by CONTRACTOR to CITY for this work. CONTRACTOR's bid form is incorporated into this Agreement.
2. Term. The term of this Agreement shall be from October 15, 2022 to June 15, 2024, as weather conditions dictate, unless terminated earlier as provided for in this Agreement. This contract allows for one, 2-year renewal option which may be exercised by the City of Valdez contingent on funding and approval by the City Council.
3. Compensation. CONTRACTOR will be paid for its services provided under this Contract according to unit price amounts as set forth in the "Bid Form" (attached) as submitted by P&R ENTERPRISES, INC., CONTRACTOR TO CITY. Payments will be made on a **MONTHLY** basis following submission of the appropriate invoices to CITY.
4. Termination. CITY may terminate this agreement should CONTRACTOR not perform the services provided for in this Contract to the satisfaction of the CITY.
5. Indemnity. CONTRACTOR shall indemnify, defend, save and hold CITY harmless from any claim, lawsuit or liability including costs and attorney's fees allegedly arising from loss, damage or injury to persons or property during the course of this Contract.
6. Insurance. CONTRACTOR, during the term of this Contract, will maintain liability and property damage insurance in the minimum amount of One Million Dollars.



7. **Non-Waiver.** Either party failing to enforce a provision of this Agreement does not waive the provision or the effective validity of the Agreement or a parties' right to enforce any provision of the Contract.
8. **Integration.** This Agreement and all documents incorporated in it by reference are the entire Agreement of the parties and supersede all previous communications, representations and agreements regarding this subject, whether oral or written, between the parties.
9. **Modifications.** No alterations or modifications of any provisions of this Agreement shall be valid unless made in writing and signed by both parties.
10. **Severability.** The provisions of this Agreement shall be severable and the invalidity or the unenforceability of any of its provisions shall not affect the validity or the enforceability of remaining provisions.

11. **Notices.** Any notices to Contractors shall be mailed to:

Contractor Name
Contractor Address
Valdez, Alaska 99686

Any notices to CITY shall be mailed to:

Rob Comstock
Public Works Director
City of Valdez
P.O. Box 307
Valdez, Alaska 99686

12. **Contract Administrators:** City Contract Administrators for Snow Removal Services are Rob Comstock and Venessa Dawson or their designated representatives.



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

CONTRACTOR:

CITY OF VALDEZ, ALASKA

APPROVED:

By: [Signature]

[Signature: Sharon Scheidt]

Sharon Scheidt, Mayor

Title: PRESIDENT

10/13/22

Date

Date: 10/11/22

Mailing Address

City, State, Zip Code

Federal I.D. or S.S. #



RECOMMENDED:

CORPORATE SECRETARY

[Signature: Mark Detter]
Mark Detter, City Manager

Attest: _____
Corporate Secretary

[Signature: Robert C. Comstock]
Rob Comstock, Public Works Director

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

[Signature: Jon S. Wakeland]
Jon S. Wakeland



Legislation Text

File #: 26-0027, **Version:** 1

ITEM TITLE:

Approval To Go Into Executive Session: City Clerk Annual Evaluation

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: NA

Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

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

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

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



Legislation Text

File #: 26-0026, **Version:** 1

ITEM TITLE:

Approval To Go Into Executive Session Re: 1) Discussion of Litigation Strategy for Larry Ables Lawsuit; 2) Implications for City Revenues and Litigation Strategy Regarding Trans Alaska Pipeline System Ad Valorem Tax Issues; 3) Discussion of Ongoing Escaped Property Legal Issues; 4) Discussion of Local Regulation and Assessment of Oil Spill Prevention and Response Property

SUBMITTED BY: Jake Staser, City Attorney

FISCAL NOTES:

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

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

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

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



Legislation Text

File #: 26-0030, **Version:** 1

ITEM TITLE:

Discussion Item: Q&A with Ben Simonds Regarding Valdez Fire Department Membership in Alaska Professional Firefighters Association Union

SUBMITTED BY: Tracy Raynor, Fire Chief

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

Ben Simonds has been a long-time member of Anchorage Fire Department most recently as Sr. Captain. Mr. Simonds served on their union Executive Board and has been active in the State Association. Mr. Simonds also serves on the Alaska Fire Standards Council.

He is available to answer any questions Council might have related to the potential of VFD engaging in collective bargaining and forming a union.

The Union rep was unavailable at the last work session on the topic. Ben is in town assisting VFD with some training and he has offered to speak with Council and answer any remaining questions.



Legislation Text

File #: 26-0031, **Version:** 1

ITEM TITLE:

Approval of Contract with Capitol Hill Consulting Group, CHCG LLC for Federal Lobbying Services in the Amount of \$150,000.

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: \$150,000

Unencumbered Balance: \$280,115

Funding Source: 001-5300-43200

RECOMMENDATION:

Approve Contract with Capitol Hill Consulting Group, CHCG LLC for federal lobbying services in the amount of \$150,000.

SUMMARY STATEMENT:

A request for qualifications for federal lobbying services was posted on December 2nd and was advertised for twenty one (21) days. The City received five (5) responses to the RFQ. CHCG was the consensus choice to best meet the needs of the city.

CHCG has been the city's federal lobbyist for over 20 years and has worked with the City to secure funding for a number of local priorities. Most recently CHCG assisted with funding for the sewer force main, childcare, and radio infrastructure projects totaling over \$13 Million.

The attached agreement represents the level of services desired and the corresponding monthly retainer.



**City of Valdez
Agreement for Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Capitol Hill Consulting Group (“Consultant”) is effective on the _day of _____, 2026.

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

**Project: Federal Lobbyist
Contract No.: 2457
Cost Code: 001-5300-43200**

Consultant’s project manager under this agreement is Jack Victory.

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 in an amount not to exceed \$150,000.00.

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 within 720 days of the written Notice to Proceed. 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

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: Federal Lobbyist
Contract No.: 2457
Cost Code: 001-5300-43200



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.

CHCG, LLC

Authorized Signature

Printed name

Date: _____

Title: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Dennis Fleming, Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

Nathan Duval, City Manager

Date: _____

RECOMMENDED:

Scott Benda, Capital Facilities Director

Date: _____

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

Jon S. Wakeland

Date: _____

Agreement for Professional Services
Project: Federal Lobbyist
Contract No.: 2457
Cost Code: 001-5300-43200



Appendix A

Scope of Work

BASIC SERVICES

Provide all professional services necessary to provide the City of Valdez:
Federal lobbying and advocacy services. Including but not limited to:

- Bi-weekly check-ins with City Staff
- Coordinating two (2) annual fly-ins to DC to support Council legislative priorities
- Periodic updates to the City Council relating to issues impacting the community and initiatives

The scope of work is more specifically described in the attached proposal dated January 15, 2026 which is incorporated herein by reference. Where any provisions of the attached proposal conflict with the provisions of the General Conditions under Appendix C, the latter shall govern this agreement.

The term of service will be for 2 years with an option to renew for additional years up to a total of five (5) years ending December 31, 2031. Contract may expire, be modified, or be terminated as outlined in appendix C.

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 \$ 150,000.00 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).



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 do not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

The City may, at its election, or in response to a request from the 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 that 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 or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

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

VIII. Inspections:

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

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) days' written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the 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

Agreement for Professional Services
Project: Federal Lobbyist
Contract No.: 2457
Cost Code: 001-5300-43200



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 that have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder include 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:

Agreement for Professional Services
Project: Federal Lobbyist
Contract No.: 2457
Cost Code: 001-5300-43200



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.

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

Agreement for Professional Services
Project: Federal Lobbyist
Contract No.: 2457
Cost Code: 001-5300-43200



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.

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

Agreement for Professional Services
Project: Federal Lobbyist
Contract No.: 2457
Cost Code: 001-5300-43200



the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

XVII. Minimum Wages:

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

Agreement for Professional Services
Project: Federal Lobbyist
Contract No.: 2457
Cost Code: 001-5300-43200



**City of Valdez
Contract Release Page 1 of 2**

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

**Project: Federal Lobbyist
Contract Number: 2457**

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

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

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

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

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

Agreement for Professional Services
Project: Federal Lobbyist
Contract No.: 2457
Cost Code: 001-5300-43200



City of Valdez
Contract Release Page 2 of 2

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 20__.

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 20____, before me, Notary Public in and for the State of Alaska, personally appeared _____ of _____, known to me to be its _____ and acknowledged to me that he has read this foregoing RELEASE and knew contents thereof to be true and correct to the best of his knowledge and belief, and that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said corporation.

WITNESS my hand and notarial seal this ____ day of _____, 20____.

Notary Public in and for Alaska

My Commission expires: _____



January 15, 2026

City of Valdez
212 Chenega Avenue
P.O. Box 307
Valdez, AK 99686

Dear Mayor Fleming, Valdez City Council, and Staff,

Thank you for the opportunity to continue Capitol Hill Consulting Group's (CHCG) representation of the City of Valdez. We are excited to build upon the great work between our firm and Valdez. Please do not hesitate to reach out with questions and we look forward to speaking with everyone soon.

CHCG will continue its advocacy efforts for Valdez as outlined in our proposal and our recent conversations with the Mayor, Council, and staff. As always, CHCG will use the City Council federal legislative priorities as our guide to advocate on behalf of the city. CHCG looks forward to the beginning of the year and end of year Valdez fly-in in Washington, DC with the exact timing being determined at the upcoming City Council meeting. We are excited to continue our work to increase Coast Guard presence in the city, housing supply, childcare services, and federal funding opportunities. Our work also touches on many other issues of importance to the city and CHCG stands ready to assist with all city's needs. We are pleased to share that \$5,500,000 for the radio communication tower funding has advanced out of both chambers of Congress and will be available to the city upon signature of the bill by the President.

Our deliverables to the city will be in the form of biweekly meetings with the City Manager, weekly updates on federal news, appearing before City Council when requested, and all materials related to Valdez fly-ins. CHCG's team will notify the city of any federal actions that may impact Valdez including the start of the FY27 appropriations process, new legislation that will impact the city, relevant legislative hearings, and Coast Guard news. CHCG remains available at all hours to assist the city with any federal issue.

Given the increased scope of CHCG's work and the previous successes of our efforts, CHCG proposes the following monthly retainer of \$12,500 totaling \$150,00 per year with the opportunity of a year-end review to evaluate our performance and retainer for the next year.

Sincerely,

Jack Victory
President
Capitol Hill Consulting Group

Eric Kros
Legislative Director
Capitol Hill Consulting Group



Legislation Text

File #: 26-0028, **Version:** 1

ITEM TITLE:

Approval of Purchase of a 2026 Caterpillar 966 Wheel Loader from NC Machinery in the Amount of \$429,690

SUBMITTED BY: John Witte, Director, Public Works Department

FISCAL NOTES:

Expenditure Required: \$429,690.00

Unencumbered Balance: \$450,000.00

Funding Source: 350-0400-58000, Major Equipment

RECOMMENDATION:

Approve the purchase of a 2026 Caterpillar 966 Wheel Loader from NC Machinery in the amount of \$429,690.

SUMMARY STATEMENT:

The Public Works Department requests approval to purchase a 2026 Caterpillar 966 Wheel Loader from NC Machinery, utilizing the State of Alaska DOT Contract #CA2294. The loader was funded in the approved Major Equipment budget.

The manufacturer's list price for the loader is \$741,577. Through the State DOT contract, the City's purchase price is \$429,690, resulting in a total savings of \$311,887, or approximately 42.1% below the list price.

The purchase price includes a 6-yard general-purpose bucket and two (2) Fusion quick couplers, allowing existing City-owned attachments to be adapted for use with the new loader. This equipment will replace a 2013 Caterpillar 966K Wheel Loader with approximately 7,500 operating hours.

Once the new loader is placed into service, we will seek Council approval to sell the 2013 Caterpillar 966K Wheel Loader in accordance with Municipal Code 4.06.020, which governs the sale and disposal of surplus City property.

PURCHASER CITY OF VALDEZ		VALDEZ, AK DOCKSIDE	
STREET ADDRESS ATTN ROB COMSTOCK PO BOX 307		VALDEZ	
CITY/STATE VALDEZ, AK		ALASKA	
POSTAL CODE 99686-0307	COUNTY	PHONE NO. 907 835 4313	
CUSTOMER CONTACT: EQUIPMENT JOE RUSSELL			
PRODUCT SUPPORT JOE RUSSELL			
INDUSTRY CODE: LOCAL GOVERNMENT (GV93)	PRINCIPAL WORK CODE ACCESS ROAD CONSTRUCTION & MAINT (410)	F.O.B. AT: VALDEZ, AK - DOCKSIDE	

CUSTOMER NUMBER 9993003	Sales Tax Exemption # (if applicable) CITY GOVERNMENT	CUSTOMER PO NUMBER
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)		
NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE <input type="checkbox"/> LKE Assignment <input type="checkbox"/>
CASH WITH ORDER \$0.00	BALANCE TO FINANCE	INTEREST RATE
PAYMENT PERIOD	PAYMENT AMOUNT	NUMBER OF PAYMENTS
		OPTIONAL BUY-OUT

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 966-BR	YEAR: 2026	
STOCK NUMBER: TBD - NEW	SERIAL NUMBER: TBD - NEW	SMU: TBA	
966 WHEEL LOADER	545-7238	ROADING FENDERS	550-3417
STANDARD LIFT LINKAGE	573-6534	FUSION QUICK COUPLER	617-6383
STANDARD COUNTERWEIGHT	631-3974	MANUAL LUBRICATION	573-6462
AXLES, AUTO/AUTO LOCKING FRONT AND REAR	633-8157	REVERSING STROBE LIGHTS	569-4049
2 VALVE HYDRAULICS WITH RIDE CONTROL	573-6486	SERVICE/ACCESS LIGHTS	548-1310
COLD STARTING PACKAGE	548-1315	126" 6.00 CYD CAT PERFORMANCE SERIES GP BUCKET WITH BOLT ON CUTTING EDGE	363-5198
LED PREMIUM LIGHTS	573-6529	POWERTRAIN GUARD	548-9727
PREMIUM CAB, STEERING JOYSTICK	633-5470	NEW MACHINE PREP PER SEP2294	
IMPLEMENT LEVERS, STEERING JOYSTICK	536-1589	WHELEN STROBES PER SEP2294	
SECONDARY EMERGENCY STEERING SYSTEM	574-7633	WINTER COVERS	
PRODUCT LINK, DUAL PLE683	558-7515	1 PAPER SET PARTS AND SERVICE MANUALS	
PAYLOAD ASSIST	633-1811	FREIGHT FROM FACTORY, FOB VALDEZ, AK	
CAMERA, REAR VISION	572-1871	5 YEAR / 5000 HOUR CAT POWERTRAIN+HYDRAULIC WARRANTY - TECHNICIAN TRAVEL TIME & MILEAGE NOT INCLUDED	
ANTIFREEZE, -50C (-58F)	578-3566	2 SETS OF FUSION BLANK HOOKS	315-6309
TIRES, 26.5R25 BRIDGESTONE VJT * L3	475-6250		

TRADE-IN EQUIPMENT		SELL PRICE	\$429,690.00
MODEL: _____	YEAR: _____ SN: _____	NET BALANCE DUE	\$429,690.00
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	BALANCE	\$429,690.00
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL _____	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL _____
<p>The customer acknowledges that he has received a copy of the Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary:</p> <p>1 YEAR NEW CAT WARRANTY - TECHNICIAN TRAVEL TIME & MILEAGE NOT INCLUDED</p> <p>5 YEAR / 5000 HOUR CAT POWERWARRANTY - TECHNICIAN TRAVEL TIME AND MILEAGE NOT INCLUDED</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here:</p> <p>Warranty applicable:</p>	

NOTES: QUOTE BASED ON ALASKA DOT HIGHWAY WHEEL LOADER CONTRACT DISCOUNT - CONTRACT# CA2284. PLEASE NOTE CITY OF VALDEZ'S SPEC AND OPTIONS ARE NOT THE SAME AS AKDOT SPEC AND OPTIONS, SO TOTAL PRICE IS DIFFERENT THAN THAT SHOWN ON AKDOT CA2284 CONTRACT. TOTAL DISCOUNT SAVES \$311,887 OFF THE CAT PACKAGE LIST PRICE OF \$741,577.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY Fisher, Steven	REPRESENTATIVE	APPROVED AND ACCEPTED ON _____ CITY OF VALDEZ	PURCHASER
		BY _____	PURCHASER
		PRINT NAME AND TITLE	SIGNATURE

ADDITIONAL TERMS AND CONDITIONS

1. Terms of Payment: Purchaser agrees to pay the balance shown together with any applicable sales, use and similar taxes and governmental charges that are not included within the balance and that are payable by reason of the sale of the Equipment. All payments shall be made to such address as Seller from time to time provides to Purchaser. If any amount of the Unpaid Balance is not paid when due, Purchaser agrees to pay Seller a charge calculated thereon at the rate of 1.25% per month from the date when the delinquent amount was due, or, at Seller's option, a charge equal to 5% of the delinquent amount, provided that the charge shall not exceed the amount the Purchaser can legally obligate itself to pay and Seller can legally collect.

2. Additional Terms and Conditions : This Order is subject to ADDITIONAL TERMS and CONDITIONS including but not limited to DISCLAIMER AND RELEASE AND EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, all of which Purchaser has read and understands and agrees to. The terms and conditions on all pages of this Order, together with any agreements entered into pursuant to Paragraph 4, constitute the entire agreement of Seller and Purchaser with respect to the subject matter of this Order. Purchaser acknowledges that all of such terms and conditions, including but not limited to such LIMITED WARRANTY AND DISCLAIMER and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, were freely negotiated and bargained for with Seller and that Purchaser has agreed to purchase the Equipment subject to these terms and conditions. SELLER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED ON PURCHASER'S ASSENT TO ALL OF SUCH TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OF CONDITIONS WHICH MAY APPEAR IN ANY COMMUNICATION FROM PURCHASER, INCLUDING BUT NOT LIMITED TO ANY SEPARATE DOCUMENT SUBMITTED BY PURCHASER IN CONNECTION WITH THE PURCHASE OF THE EQUIPMENT, ARE HEREBY OBJECTED TO AND SHALL NOT BE EFFECTIVE OR BINDING UNLESS SPECIFICALLY ACCEPTED IN WRITING BY SELLER'S SALES/BRANCH MANAGER AND APPROVED IN WRITING BY SELLER'S CREDIT DEPARTMENT.

3. LKE/RENTAL SALE: YES or NO: (circle one)

4. ADDITIONAL DOCUMENTS: If any portion of the Unpaid Balance is to be paid following delivery of the Equipment. Purchaser agrees to execute and deliver to Seller such security agreements, financing statements, and other documents as Seller may request from time to time in order to permit Seller to obtain and maintain a perfected security interest in the Equipment on Terms and Conditions acceptable to Seller.

5. ACCEPTANCE; MODIFICATION: This Order shall be binding on Seller only when it has been both accepted in writing on behalf of Seller by Seller's Sales / Branch Manager and if the Seller is extending credit to the Purchaser or arranging for credit for the Purchaser, approved in writing by Seller's Credit Department. No modifications of the Terms and Conditions of this Order shall be effective or binding upon Seller unless it is in writing and executed by both Seller's Sales / Branch Manager and by Seller's Credit Department. The Terms and Conditions of this Order shall not be modified or otherwise affected by statements and actions of sales people or others unless and until there is such a written modification.

6. SECURITY INTEREST: In order to secure the payment of the Unpaid Balance. Purchaser grants to Seller a purchase money security interest in the Equipment. This security interest shall be superseded if Purchaser and Seller enter into a separate security agreement covering the Equipment.

7. DELIVERY, INSPECTION, and ACCEPTANCE: The Equipment is sold F.O.B., the F.O.B. location shown on (Page 1) of this Order. Any delivery or shipping dates indicated on (Page 1) are estimated and approximate, and Seller shall not be liable for any delay in delivery, however occasioned. Seller may deliver the Equipment in installments as the equipment becomes available. Title and risk of loss shall pass to Purchaser upon delivery. Delivery of the Equipment to Purchaser shall take place when physical possession of the Equipment is given to Purchaser or to a carrier, or when the Seller receives directions from Purchaser to place the Equipment in storage, whichever first occurs. The securing of the Equipment on board a carrier shall be deemed to occur subsequent to delivery. If the Equipment is to be shipped, Seller's authorized to execute in Purchaser's name and carrier's standard bill of lading for the Equipment. Without being required to do so, Seller may, on behalf of Purchaser, advance the cost of shipping and/or insurance for the Equipment. To the extent not separately included in calculating the Unpaid Balance, Purchaser agrees to immediately reimburse Seller on demand for such cost. Purchaser agrees to inspect each item of Equipment, at its sole expense, promptly following receipt and will be deemed to have accepted the item unless it notifies Seller within (10) days following receipt, of any claimed discrepancy between the item as described on (Page 1) and the item as received by Purchaser. Any claim for shortages, delays, or damages occurring after Seller has delivered the Equipment to a carrier shall be made directly to the carrier, and Seller shall have no liability with respect thereto.

8. PERFORMANCE EXCUSED: Seller shall not be liable for Seller's inability to perform any or all of its obligations hereunder due to causes beyond Seller's control, including but not limited to acts of God, acts of omissions of Purchaser, acts of civil or military authorities, fire, weather, strikes or other labor disturbances, civil commotion, war, delays in transportation, late delivery by Seller's suppliers, fuel or other energy shortages, or the inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. If any such cause results in a delay in performance by Seller, the dates of the performance shall be extended for a period equal to the time lost by reason of the delay, and such extension shall be purchaser's exclusive remedy.

9. NEW and USED EQUIPMENT: The term "New Equipment" means any items of Equipment that are registered or registerable as new equipment for the purposes of the warranty provided by the manufacturer thereof. All other items of Equipment are "Used Equipment". Seller does not represent or warrant that items of New Equipment are unused or newly manufactured or that they are the most current models available from the manufacturer thereof.

10. LIMITED WARRANTY and DISCLAIMER: Each item of New Equipment is entitled to the benefits of such warranties as are made in writing by the manufacturer thereof, as set forth on the manufacturer's warranty form in effect at the time this order is accepted by Seller. If it is expressly noted on (Page 1) of this Order that there is a separate warranty of Seller that applies to one or more specified item or items of New or Used Equipment, such item or items are entitled to the benefits of such warranty as set forth on Seller's warranty form for such warranty in effect at the time this Order is accepted by Seller, subject to any disclaimers of warranties and limitations of remedies set forth in such form, as well as to the disclaimers of warranties and limitations of remedies set forth below. Purchaser acknowledges receipt of the manufacturers' and, if applicable, Seller's current warranty forms for the items of Equipment purchased under this Order. EXCEPT FOR A WARRANTY OF TITLE BY SELLER, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ITEMS OF USED EQUIPMENT, AND PURCHASER AGREES THAT IT HAS PURCHASED ALL SUCH ITEMS "AS IS" WITH ALL FAULTS AND DEFECTS.

11. WARRANTY PROCEDURES: Purchaser shall promptly notify Seller of any claim under any special warranty (such notice to be in addition to compliance with the procedural requirements of the warranty) and to make the affected item of Equipment available for inspection by Seller. Any replacements or repairs to be made by Seller as a warranty representative of the manufacturer shall be made at a repair and service facility of Seller or its designee during regular business hours, the cost of the transportation of the Equipment to and from the service facility of Seller or its designee and the cost of the Seller's personnel traveling to and from the location of the Equipment and related cost shall be borne solely by Purchaser. The failure of any item of Equipment purchased hereunder to fulfill any applicable warranties shall not affect the liability of Purchaser to Seller for the purchase price of that item or any other obligation of Purchaser to Seller.

12. DISCLAIMER and RELEASE: THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER FOR DEFECTIVE ITEMS OF NEW EQUIPMENT SHALL BE AS PROVIDED IN THE MANUFACTURER'S WARRANTY, ANY OTHER RIGHTS PROVIDED BY LAW AGAINST THE MANUFACTURER, AND ANY APPLICABLE SELLER'S WARRANTY REFERRED TO IN PARAGRAPH 10 EXCEPT FOR ITS OBLIGATION TO DELIVER THE EQUIPMENT IN ACCORDANCE WITH THE EXPRESS TERMS AND CONDITIONS OF THIS ORDER, SELLER SHALL HAVE NO OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY ITEM PURCHASED HEREUNDER, INCLUDING BUT NOT LIMITED TO; (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE, OR TRADE. (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY EQUIPMENT.

13. EXCLUSION of CONSEQUENTIAL and OTHER DAMAGES: SELLER SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE) OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COST INCURRED BY PURCHASER AT ITS PLANT OR IN THE FIELD (WHETHER BY WAY OF CORRECTION OR OTHERWISE), CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS, OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY ITEMS PROVIDED HEREUNDER.

14. PURCHASER'S RESPONSIBILITIES: Except to the extent provided in the express warranties under paragraph 10, Purchaser agrees that, even though it may receive technical information, drawings, or advice from Seller, Purchaser will have sole responsibility (a) for the safety, operation, and performance of the Equipment, (b) for its suitability for Purchaser's intended use, and (c) where the Equipment is to be used as part of a power, propulsion, or other system, for the installation of the Equipment, the design and performance of such systems, and the adequacy of such system for the particular needs of the Purchaser or any customer of Purchaser.

15. PURCHASER'S INDEMNITY: PURCHASER SHALL INDEMNIFY, DEFEND, AND SAVE SELLER AND ITS AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, AND CIVIL PENALTIES, INCLUDING COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCIDENT THERETO OR INCIDENT TO SUCCESSFULLY ESTABLISHING THE RIGHT TO INDEMNIFICATION, FOR INJURY TO OR DEATH OF ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF PURCHASER, OR FOR LOSS OF, OR DAMAGE TO ANY PROPERTY, INCLUDING EQUIPMENT, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE POSSESSION, USE, MAINTENANCE, OR OPERATION OF THIS EQUIPMENT, WHETHER OR NOT ARISING IN TORT OR CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SELLER, WHETHER ACTIVE, PASSIVE, OR IMPUTED. TO THE EXTENT OF THIS INDEMNITY, PURCHASER HEREBY WAIVES ANY IMMUNITY PROVIDED BY TITLE 51 REVISED CODE OF WASHINGTON OR ANY OTHER INDUSTRIAL INSURANCE LAW OR WORKERS COMPENSATION STATUTE. IF THIS INDEMNITY IS LIMITED IN SCOPE BY OPERATION OF LAW THEN IT SHALL EXTEND TO THE FULL EXTENT ALLOWED BY SUCH LAW.

16. INSURANCE: Purchaser is solely responsible for any loss or damage that occurs to any item or items of Equipment after delivery to Purchaser, and to such loss or damage shall diminish any obligation of Purchaser to Seller hereunder. At all times following delivery, Purchaser agrees to maintain one or more policies insuring the Equipment, in an amount not less than the full amount of the Unpaid Balance from time to time remaining unpaid against all hazards generally covered by extended coverage hazard insurance and against any other hazards required by Seller. Each such policy shall name Seller as an additional insured and loss payee and shall provide that no cancellation or material changes to the policy will be effective as to Seller unless Seller has been given written notice at least thirty (30) days prior to the effective date thereof. Purchaser agrees, if Seller request, to deliver to Seller copies of all such policies or certificates of the insurers evidencing such coverage.

17. DEFAULT: If Purchaser fails to pay when due any amount owing to Seller, or to perform any other obligation to Seller hereunder or otherwise, or if Purchaser becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Purchaser any proceeding under any bankruptcy, insolvency, or similar law of any jurisdiction, or for the appointment of a receiver or trustee in respect of any Purchaser's property, or if the Seller reasonably believes that Purchaser is unable to meet its debts as they mature, then, in addition to any other rights and remedies that Seller may have, Seller may, upon notice to Purchaser at any time, declare the entire Unpaid Balance immediately due and payable, require progress payments for the Equipment, require payment for the Equipment in cash upon delivery, apply amounts held for Purchaser's account hereunder or otherwise to the Unpaid Balance or to any other obligations of Purchaser to Seller, or terminate all of Seller's obligations under this Order.

18. NON-WAIVER: No term or condition of this Order shall be deemed waived and no breach excused, unless such waiver or excuse is in writing signed by the party claimed to have waived or executed. Any such waiver in a particular instance shall not constitute a waiver of future compliance with such term condition.

19. NOTICES: If Purchaser fails to pay when due any amount owing to Seller, or to perform any other obligation to Seller hereunder or otherwise, or if Purchaser becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Purchaser any proceeding under any bankruptcy, insolvency, or similar law of any jurisdiction, or for the appointment of a receiver or trustee in respect of any Purchaser's property, or if the Seller reasonably believes that Purchaser is unable to meet its debts as they mature, then, in addition to any other rights and remedies that Seller may have, Seller may, upon notice to Purchaser at any time, declare the entire Unpaid Balance immediately due and payable, require progress payments for the Equipment, require payment for the Equipment in cash upon delivery, apply amounts held for Purchaser's account hereunder or otherwise to the Unpaid Balance or to any other obligations of Purchaser to Seller, or terminate all of Seller's obligations under this Order.

20. ASSIGNMENT: This Order may not be assigned or otherwise transferred by Purchaser in whole or in part without Seller's prior written consent. Subject to this limitation on assignment and transfer, the terms and condition of this Order shall bind and benefit the parties and their respective successors and assigns.

21. SEVERABILITY: Should any provision of this Order be found by a court of competent jurisdiction to be invalid, illegal, or unenforceable the remaining provisions shall not be affected or impaired thereby except to the extent reasonably necessary to preserve the intent of the parties.

22. MERGER; NO CREDIT AGREEMENT: The terms and conditions of this Order merge and supersede all prior and contemporaneous agreements and negotiations regarding the subject matter hereof, except for any agreements entered into pursuant to Paragraph 4 above. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

23. ATTORNEYS' FEES; APPLICABLE LAW: In any suit or action arising out of this Order, the losing party shall pay to the prevailing party its reasonable attorneys' fees and all other cost, fees, and expenses incurred by the prevailing party at trial and upon appeal. This Order shall be governed by and construed in accordance with the laws of the State of Washington..

24. INVALIDITY: Each provision of this shall be considered separable, and if for any reason any provision herein is determined to be invalid, such invalidity shall not impair or otherwise affect the validity of the other provisions of this agreement. If any provision is deemed to be invalid, it shall be modified, if possible to the extent necessary to remove such invalidity.

25. LIKE ASSIGNMENT: PURCHASER IS HEREBY NOTIFIED THAT SELLER HAS ASSIGNED TO "HGI EXCHANGE LLC" ACTING SOLELY IN IT'S CAPACITY AS SELLER'S QUALIFIED INTERMEDIARY, RIGHTS TO ACCEPT AND RECEIVE ALL CONSIDERATION PAYABLE BY PURCHASER (INCLUDING ALL MONEY AND ANY TRADE-IN), BUT NONE OF SELLER'S OBLIGATIONS IN THIS SALE WITH RESPECT TO THE PURCHASE OF QUALIFIED LKE/RENTAL EQUIPMENT FOR THE PURPOSES OF COMPLETING A LIKE-KIND EXCHANGE UNDER SECTION 1031 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

26. Telematics Disclaimer: In the event this machine is equipped with "Product Link" or other systems for the transfer of equipment health and diagnostic information ("Telematics Systems"), Purchaser understands that data concerning this machine, its condition, and its operation is being transmitted by "Product Link" or by other, similar Telematics Systems, to Caterpillar Inc. or the manufacturer of your equipment, and/or their affiliates, subsidiaries and dealers. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. For more information about the information collected in connection with "Product Link," and how this information is used and shared, please see the Caterpillar Telematics Data Privacy Statement, available at http://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html. For more information regarding the information collected in connection with Telematics Systems used on other manufacturers' equipment, and how this information is used and shared, please see the data privacy statement issued by the manufacturer. By using any machine equipped with "Product Link" or other Telematics Systems, you consent to the collection, use and disclosure of information as described in the applicable privacy statement and to the processing, transfer and storage of information in and to the United States and other countries, where you may not have the same rights and protections as you do under local law. PURCHASER RELEASES AND FOREVER DISCHARGES SELLER FOR ALL CLAIMS OR CAUSES OF ACTION ARISING FROM THE COLLECTION, USE AND DISCLOSURE OF TELEMATICS SYSTEMS' DATA VIA PRODUCT LINK OR OTHER TELEMATICS SYSTEM.

INITIAL HERE _____



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](#) ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notice/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](#) document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Company (Print)

Company Representative (Print)

Signature

Date

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID





Legislation Text

File #: 26-0029, **Version:** 1

ITEM TITLE:

Approval of Purchase of a 2026 Model 900-ECO 12-Yard Vacuum Truck from Alaska Municipal Equipment in the Amount of \$636,553.89

SUBMITTED BY: John Witte, Director, Public Works Department

FISCAL NOTES:

Expenditure Required: \$636,553.89

Unencumbered Balance: \$680,000.00

Funding Source: 3500-0400-58000, Major Equipment

RECOMMENDATION:

Approve the purchase of a 2026 Model 900-ECO 12-Yard Vacuum Truck from Alaska Municipal Equipment in the amount of \$636,553.89.

SUMMARY STATEMENT:

The Public Works Department requests approval to purchase a 2026 Model 900-ECO 12-Yard Vacuum Truck from Sewer Equipment of America. The purchase is facilitated by Alaska Municipal Equipment (AME) of Eagle River, Alaska, through Sourcewell Government Contract #101221-SCA. This purchase was budgeted for 2026 in the amount of \$680,000.

The total purchase price of \$636,553.89 includes shipping and is within the approved budget allocation. The vacuum truck will replace a 2013 Vactor 2100 Vacuum Truck currently assigned to the Public Works Department, which has reached the end of its effective service life and has increasing maintenance and reliability concerns.

Once the new vacuum truck is placed into service, staff will return to Council to seek approval to sell the 2013 Vactor 2100 Vacuum Truck in accordance with Municipal Code 4.06.020, which governs the sale and disposal of surplus City property.



ALASKA MUNICIPAL EQUIPMENT
16924 Snowmobile Ln Eagle River, AK 99577

Quote Date: 12/11/2025
Prepared By: Jim Lackey
Cell: (907) 841-9999
Email:
jlackey@akmequipment.com

QUOTE FOR: City of Valdez
CONTACT: Joe Russell
PHONE: (907) 835-4473
EMAIL: jrussell@valdezak.gov

Sourcewell Quote
QUOTE VALID THROUGH
01/09/2026

New 2026 Sewer Equipment Co. of America Model 900-ECO 12yd Truck Mounted Combination Truck on Freightliner 114SD Plus Chassis

900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner

<p><u>Vacuum System:</u> 4400 CFM Blower (Blower Speed 2200 RPM) 8" Vacuum Hose system 18" Hg vacuum rating Dual Cyclone Separator Dual Element 10 Micron Final Filter Remote Vacuum Relief Analog Vacuum Display (6) Tube / Tube Rack</p> <p><u>Boom:</u> Telescoping Boom System Telescoping Reach 17' 2" to 27' 2" Hydraulic Powered Boom 180° Working Radius Boom Joystick Control</p> <p><u>Debris Tank:</u> 12 Cubic Yard Capacity Exten Steel Construction Debris Level Indicator Hydraulic Dump, 50° Dump Angle (LIFT CYLINDER) Dual Ported Rear Door w/ Knife Valve Dump Height 60" Hydraulic Open/Close/Lock Door</p>	<p><u>Water System:</u> 1300 Gallon Capacity Water Tank Giant plunger style triplex 65 gpm @ 2000 psi w/ 30 min run dry Black Duraprolene™ Water Tank Construction w/ 10 Year Warranty Cold Weather Recirculation System 2.5" Hydrant Fill system Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Front and Mid Ship Hand Gun Ports</p> <p><u>Electrical:</u> NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches</p> <p><u>Truck:</u> Mounting to Approved Chassis (1) Alum Toolbox 24"x42"x100" - Behind Cab LED D.O.T. Approved Lighting (2) Tow Hooks Front Bumper</p>	<p><u>Hose Reel & Hose:</u> Front Mounted Telescoping & Rotating 800' X 1" Hose Capacity 10' Leader Hose Single Side Controls</p> <p><u>Accessories:</u> (3) 8" x 6' Extension Tube (1) 8" X 3' Extension Tube (1) 8" x 6' Crowned Suction Nozzle (1) 6" x 10' Flat Discharge Hose (6) Quick Clamps BB Hose Guide Tri-Star (chisel point) nozzle DD (high flow) nozzle Finned Nozzle extension Nozzle Rack (Mounted midship toolbox) 25' Fill Hose Upstream Pulley Guide Washdown gun w/ 50' of Hose Cleaner, Tip, Torch, Small (1) Hydrant Wrench (1) Paper Owner's Manual</p>
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HOSE REEL ASSEMBLY:

- AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION
- DIGITAL 'SMART COUNTER' FOOTAGE METER ±3% ACCURACY
- SEWER HOSE (1" I.D., 2500 P.S.I OPERATING PRESSURE) 600 FT.

WATER PUMPS:

- UPGRADE WATER PUMP TO GIANT 80GPM @ 2,000PSI
- UPGRADE WATER PUMP DRAIN VALVES

WATER TANKS:

- DIGITAL WATER TANK LEVEL GAUGE
- WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)
- 2" WYE-STAINER ON INLET FILL SYSTEM

WATER SYSTEMS ATTACHMENTS:

- FILL HOSE STORAGE RACK
- STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose)
- CENTRAL WASHDOWN SYSTEM W/ 50FT RETRACTABLE HOSE REEL (mounted at midship)
- ADDITIONAL EXTENSION WAND w/ HIGH FLOW QUICK CONNECT

TOOLBOX CONFIGURATIONS:

- REAR TOOLBOX GROUP W/ LONG HANDLE STORAGE (Includes qty 2 4" long handle tool storage tubes, qty 2 24"x18"x18" boxes, and qty 1 63.75"x17.25"12" center section w/ pass-through opening. Only available on tandem axle chassis and requires rear suspension approval)
- ADD QTY 2 30"X18"X18" PASSENGER SIDE ALUMINUM TOOLBOXES W/ RETRACTABLE 2 STEP LADDER (not available with cold weather hydroexcavation cleaning kit option)
- LOCKING ACCESS COVER FOR DRIVER'S SIDE FRONT BUMPER
- BETWEEN THE RAILS STORAGE TRAY W/ REAR OPENING AND LOCKABLE COVER (not available with between rails water tank option)

DEBRIS BOX & BOOM:

- DEBRIS BODY PUMP OFF SYSTEM (4" hydraulic driven pump rated @ 800GPM located on rear door of debris box, includes swing out decant screen) (Torque PTO bolts & studs @ 50ft-lbs)
- DEBRIS LIQUID LEVEL AUDIBLE ALARM (Level set point is adjustable. Tied to vacuum relief and opens vacuum relief valve.)
- MANUAL/ELECTRIC BOOM CONTROL VALVE (Control valves have built in manual boom control levers. Located at midship.)
- DUAL VARIABLE VACUUM CONTROL (located at both hose reel and midship)
- DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)
- DECANT SCREEN ON REAR DOOR PORT (swing out perforated shield)

ELECTRICAL & LIGHTING:

- WIRELESS REMOTE PENDANT CONTROL (w/ hose reel payout/retrieve, water pump on/off, vacuum relief open/close, boom up/down, boom left/right, boom extend/retract, and kill switch)
- WIRELESS REMOTE ALARM (buzzer alarm sounds when truck is taken out of neutral with remote not in charging dock)
- LED TOOLBOX LIGHTING
- PREMIUM STROBE LIGHT PACKAGE (12 lights total)
- LED ARROW STICK (factory standard)
- LED MANHOLE AREA WORK LIGHT
- LED CURBSIDE BODY MOUNTED WORK LIGHT
- LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard)
- LED REAR MOUNTED WORK LIGHTS (2 lights mounted above rear door)

CHASSIS:

- NON-STOCK CHASSIS MOUNTING ALTERATIONS
- AIR PURGE SYSTEM (powered via chassis air system)
- ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear mounted cameras with split screen monitor in cab)
- SIX 28" D.O.T. SAFETY CONES AND HOLDER
- CENTRAL LUBRICATION SYSTEM
- (2) TOW HOOKS REAR BUMPER

PAINT:

- DEBRIS TANK - STANDARD WHITE (specify color in special options)
- BOOM - STANDARD WHITE (specify color in special options)
- HOSE REEL & UPRIGHT - STANDARD SEWER BLUE (specify color in special options)
- FRAME & HOSE REEL SLIDE - STANDARD BLACK (specify color in special options)

SPECIAL ITEMS:

Paint Body, boom, and hose reel N4636H Dark Blue
90 degree mounting for Debris Body Pump

Manufacturers Price:	\$ 462,677.00
Sourcewell Discount:	\$13,880.31
	\$ 448,796.69
Freight – Factory in Illinois to Tacoma, WA:	\$ 8,250.00
Delivery from Eagle River, AK to Valdez, AK:	\$ 500.00
Recommended Maintenance & Wear Components to be Shipped w/ Truck:	
*Please see attached Quote No. 2016	\$ 8,099.20
PDI & In-Service:	\$ 1,260.00
Operations and Light Maintenance Training at Location:	No Charge
Body Sub-Total:	\$ 466,905.89
2026 Freightliner 114SD Plus Chassis Price:	\$ 169,648.00
Freight – Tacoma, WA to Anchorage, AK included in Chassis Price	
Total:	\$ 636,553.89

Total Purchase Price: \$ 636,553.89
FOB Valdez, AK

This pricing is in accordance with the terms and conditions set forth by and for Sourcewell Contracting.
Reference Sewer Equipment No. 101221-SCA City of Valdez Member No. 18918



Legislation Text

File #: ORD 26-0001, **Version:** 1

ITEM TITLE:

#26-01 - Amending Title 3 Property Taxes, Chapter 3.12, Section 3.12.040 Titled Additional Exemptions. First Reading. Public Hearing.

SUBMITTED BY: Sheri Pierce, MMC, City Clerk/Jordan Nelson, Finance Director

FISCAL NOTES:

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

RECOMMENDATION:

If no substantial changes based on public hearing of this ordinance, approve to forward for second reading and adoption on February 3rd.

SUMMARY STATEMENT:

The city council may by ordinance annually adjust the primary residential tax exemption set forth in Section 3.12.040 of the Valdez Municipal Code by the amount calculated by the State Assessor to reflect the increase, if any, in the annual average cost of living, using the U.S. Department of Labor CPI-U for Anchorage. The State Assessor calculates the rate of inflation at 2.11%, thereby increasing the exemption to \$79,505.00.

CITY OF VALDEZ, ALASKA

ORDINANCE #26-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AMENDING TITLE 3 PROPERTY TAXES, CHAPTER 3.12, SECTION 3.12.040 OF THE VALDEZ MUNICIPAL CODE TITLED ADDITIONAL EXEMPTIONS

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

Section 1: Title 3, Chapter 3.12, Section 3.12.040 of the Valdez Municipal Code is hereby amended to read as follows:

3.12.040 Additional exemptions.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA this _____ day of _____, 2026.

CITY OF VALDEZ, ALASKA

ATTEST:

Dennis Fleming, Mayor

Sheri L. Pierce, MMC, City Clerk

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

APPROVED AS TO FORM:

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



Legislation Text

File #: RES 26-0004, **Version:** 1

ITEM TITLE:

#26-04 - Adopting an Alternative Allocation Method for the FY26 Shared Fisheries Business Tax Program and Certifying that this Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in FMA 15:Prince William Sound Area

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: na
Unencumbered Balance: na
Funding Source: na

RECOMMENDATION:

Adopt Resolution #25-04 - Adopting an Alternative Allocation Method for the FY26 Shared Fisheries Business Tax Program and Certifying that this Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in FMA 15:Prince William Sound Area

SUMMARY STATEMENT:

The purpose of the program is to allocate a share of state fish tax collected outside municipal boundaries with municipalities affected by fishing industry activities. Municipalities around the state will share approximately \$790,000 based on the 2024 fisheries activity as reported by fish processors on their fish tax returns. Historically, the City of Valdez has filed with the City of Cordova and the City of Whittier, with each municipality receiving an equal share of the allocation.

The total allocation of \$19,580.62 will be equally distributed, and each municipality (Cordova, Valdez, Whittier) shall receive \$6,526.87. Please refer to attached allocation summary.

CITY OF VALDEZ, ALASKA

RESOLUTION #26-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ADOPTING AN ALTERNATE ALLOCATION METHOD FOR THE FY26 SHARED FISHERIES BUSINESS TAX PROGRAM AND CERTIFYING THAT THIS ALLOCATION METHOD FAIRLY REPRESENTS THE DISTRIBUTION OF SIGNIFICANT EFFECTS OF FISHERIES BUSINESS ACTIVITY IN FMA 15: PRINCE WILLIAM SOUND AREA

WHEREAS, as 29.60.450 requires that for a municipality to participate in the FY26 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community & Economic Development that the municipality suffered significant effects during the calendar year 2024 from fisheries business activities; and

WHEREAS, 3 AAC 134.060 provides for the allocation of available program funding to eligible municipalities located within fisheries management areas as specified by the Department of Commerce, Community & Economic Development; and

WHEREAS, 3 AAC 134.070 provides for the use, at the discretion of the Department of Commerce, Community & Economic Development, of alternate allocation methods which may be used within fisheries management areas if all eligible municipalities within the area agree to use the method, and the method incorporates some measure of the relative significant effect of the fisheries business activity on the respective municipalities in the area; and

WHEREAS, the City Council of the City of Valdez, Alaska proposes an alternative allocation method for allocation of the FY24 funding available within the FMA 15: PRINCE WILLIAM SOUND AREA in agreement with all other municipalities in this area participating in the FY26 Shared Fisheries Business Tax Program.

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

The City Council of the City of Valdez, Alaska, by resolution certifies that the following alternate allocation method fairly represents the distribution of significant effects during 2024 of fisheries business activity in FMA 15: PRINCE WILLIAM SOUND AREA:

- **All municipalities receive an equal share of the allocation.**

Resolution No. 26-04
Page 2

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, this 20th day of January, 2026.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS
Anchorage Office

550 W 7th Ave, Suite 1650
Anchorage, AK 99501
Main: 907.269.4501
Fax: 907.269.4563

November 14, 2025

City of Valdez
PO Box 307
Valdez, Alaska 99686

Dear Cheri:

The Department of Commerce, Community, and Economic Development is pleased to announce availability of the **FY 2026 Shared Fisheries Business Tax Program**. The purpose of the program is to allocate a share of state fish tax collected outside municipal boundaries with municipalities that have been affected by fishing industry activities. Municipalities around the state will share approximately \$790,000.00 based on 2024 fisheries activity as reported by fish processors on their fish tax returns.

Your municipality is located within a fisheries management area, **FMA 15 City of Valdez**. I have attached a separate sheet that details the communities that are in your FMA, in addition to the anticipated payment. If the determination of the municipalities' allocation is \$50.00 or less, the department will determine that the amount of the effects from fisheries business activities is negligible and the department will not distribute the allocation to the applicant. This will be determined by the applications received within your FMA.

**DEADLINE FOR SUBMISSION OF COMPLETED APPLICATION IS
FEBRUARY 15, 2026**

Applications for the FY26 Shared Fisheries Business Tax will be found under the Opportunities page in the [DCRAGrants Management System](#). Attached with this letter is a blank resolution you can use then upload once you complete your application (additional copies may be found on the DCRA Grants and Funding website). You will receive a notification that the application period is open from [DGMS](#) no later than November 15, 2025.

If you have any questions, please contact me at caa@alaska.gov or at 907-334-2634.

Sincerely,

Handwritten signature of Kasey Bezold in cursive.

Kasey Bezold
Grants Administrator 2

Enclosure
SBFT Blank Resolution for FMA
FMA Share Allocation



Legislation Text

File #: RES 26-0005, **Version:** 1

ITEM TITLE:

#26-05 - Adopting Terminal Tariff 100-26 and Repealing Resolution 23-60 Previously Adopting Terminal Tariff 100-24

SUBMITTED BY: Andrew Doherty, Port Operations Manager

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution 26-05 adopting Terminal Tariff 100-26 and repealing Resolution 23-60 previously adopting Terminal Tariff 100-24.

SUMMARY STATEMENT:

As per City of Valdez Code 11.05.090, "all fees, charges, or rentals space, storage or services in the Port facilities are established by City Council through resolution.

"All fees, charges or rentals of space, storage or services in the Port facilities will be reviewed by the Ports & Harbors Commission."

When the current Terminal Tariff 100-24 was adopted, a fee for Rock, Sand Gravel (of all grades) was established in Terminal Tariff 101-22 was mistakenly omitted from Terminal Tariff 100-24. Ports and Harbors Commission did not recommend removing the fee and this resolution is to correct that mistake.

CITY OF VALDEZ, ALASKA

RESOLUTION #26-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ADOPTING TERMINAL TARIFF 100-26 AND REPEALING RESOLUTION 23-60 PREVIOUSLY ADOPTING TARIFF 100-24

WHEREAS, the City of Valdez has established section 11.05 of the Valdez Municipal Code governing the use of the city's port facilities; and

WHEREAS, the rules, regulations, and charges for the movement of goods through the Port of Valdez are established through the Port Tariff; and

WHEREAS, the city issues a variety of permits and agreements for use of the port facilities; and

WHEREAS, a rate/fee for Sand, Rock Gravel (of all grades, including asphalt) of \$3.00 per ton approved in Terminal Tariff 101-22 was inadvertently omitted from Terminal Tariff 100-24 and should be included in Terminal Tariff 100-26 to ensure the Port's rates and fees are complete and accurately reflect prior City Council action; and

WHEREAS, Terminal Tariff 100-26 shall replace Terminal Tariff 100-24.

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

Section 1. Resolution 23-60 establishing Tariff 100-24 is hereby repealed.

Section 2. The attached Port of Valdez Terminal Tariff 100-26 shall govern the movement of cargo through the Port of Valdez

Section 3. The attached Port of Valdez Terminal Tariff 100-26 shall govern the rates and fees for Port Permits, Agreements and charges.

Section 4. The effective date of Port of Valdez Terminal Tariff 100-26 shall be January 20, 2026.

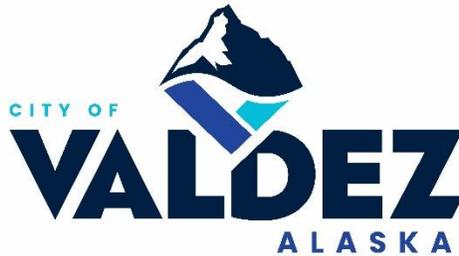
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 20th day of January, 2026

CITY OF VALDEZ, ALASKA

ATTEST:

Dennis Fleming, Mayor

Sheri L. Pierce, MMC, City Clerk



**PORT OF VALDEZ
TERMINAL TARIFF NO. 100-26
TERMINAL TARIFF FMC-NO. 100-26
FILED UNDER ATFI RULES CANCELS AND REPLACES
PORT OF VALDEZ
TERMINAL TARIFF FMC NO. 100-24**

ISSUED BY

**PORT OF VALDEZ
P.O. BOX 787
VALDEZ, ALASKA 99686**

**NAMING
RULES, REGULATIONS, AND CHARGES
APPLICABLE TO THE MOVEMENT OF CARGO
THROUGH THE
PORT OF VALDEZ
AT
VALDEZ, ALASKA**

**PHONE: (907) 835-4564
WEBSITE: www.ci.valdez.ak.us/port**

FAX: (907) 835-4479

APPROVED: January 20, 2026

EFFECTIVE: January 20, 2026

RESOLUTION: 26-05

FMC ORGANIZATION NUMBER 011898, CITY OF VALDEZ

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100-26	PAGE 2
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REVISIONS

Issued

January 1, 2026

Revision 1: Page 14, Rule V, Section A #8. Included Rate Schedule Table

DOCKAGE RATES: Based on vessel length-over-all – no change to rate/fee schedule just a table to better understand the fees.

Revision 2: Page 18, Rule V, Section I Wharfage Commodity Rates, Line 8 Rate for Sand, Rock & Gravel \$3.00 per ton was omitted from 100-24

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100-26	PAGE 3
---	-------------------------------------	-----------

TABLE OF CONTENTS

NUMBER	PAGE
REVISION PAGE	2
TABLE OF CONTENTS	3
RULE NUMBER	
I GENERAL INFORMATION	4
II DEFINITIONS	5
III RULES AND REGULATIONS	7
IV PAYMENT OF CHARGES, TERMS AND CONDITIONS	12
V RATES AND CHARGES	14
APPENDIX-MISCELLEANOUS INFORMATION	21

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100-26	PAGE 4
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RULE: I – GENERAL INFORMATION

A. SCOPE: The rules, regulations, conditions, rates and/or charges set forth in this tariff shall include all facilities owned or managed by the City of Valdez, under the authority of the Port of Valdez and herein after referred to as the Port of Valdez or the Port. This tariff is supplemented by the Port of Valdez Terminal Rules and Regulations presently in effect.

B. APPLICABILITY: The rules, regulations, conditions, rates and/or charges set forth in this tariff shall apply to all vessels, agents, owners, masters, operators, truckers, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents and instruments. Entry or docking at the terminal(s) by any person or vessel shall be regarded as constituting an agreement by such person or vessel to comply with the Port or Terminal Rules and Regulations. Persons entering the terminal shall do so at their own risk.

C. CONTACT: PORT OF VALDEZ, P.O. BOX 787, VALDEZ, AK 99686
(907) 835-4564

D. HOURS OF OPERATION: The facilities of the Port of Valdez operate 24 hours a day, 365 days per year. Administrative office hours are Monday thru Friday, 0830-1200 and 1300-1600 (8:30AM to 12:00 PM 1:00 PM to 4:00 PM) local time. The office is closed from 1200-1300 (12:00 PM to 1:00 PM) Monday thru Friday and on weekends. The Port reserves the right to close port facilities at its discretion for its convenience.

E. HOLIDAYS: For the purposes of this tariff, the following public holidays are observed by the Port of Valdez: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Seward’s Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran’s Day, Thanksgiving Day, Friday following Thanksgiving, and Christmas Day.

F. RIGHT TO ESTABLISH SUPPLEMENTAL CONTRACTS: The Port reserves the right to execute supplemental or separate contracts outside of this tariff, as approved by the Valdez City Council and subject to Federal Maritime Commission Rules, Regulations and Administrative procedures. Such contracts shall be consistent with the provisions of this tariff, however, where provisions of a separate contract differ, the terms and conditions of the contract shall supersede this tariff.

G. RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATION: The Port of Valdez, through the Terminal Manager or designee, reserves the right to establish separate Terminal Rules and Regulations in addition to the provisions of this tariff which shall apply to all terminal(s) users and with the same authority and in the same manner as

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100-26	PAGE 5
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the tariff. Persons entering the Port of Valdez facilities shall constitute an agreement by such persons to comply with all Rules and Regulations of the Port of Valdez as published.

H. RIGHT OF FINAL DECISION: In the event of a dispute regarding any of the terms and conditions as stated in this tariff, supplemental rules and regulations or supplemental contracts, the decision of the Director of the Port of Valdez shall be final.

I. ADDITIONAL COMPLIANCE: Users of the Port of Valdez facilities are subject to federal, state and municipal regulations as applicable.

J. SECURITY: Users are advised that the maritime facilities of the Port of Valdez are subject to the federal security regulations under 33 CFR Part 105.

K. LICENSE REQUIREMENT: No business may be conducted on the terminal facilities associated with the Port of Valdez without a license issued by the Terminal Manager or designee and verification of business registration with the City of Valdez. License and permit fees are specified in the Rates and Charges section of this tariff.

RULE: II – DEFINITIONS

A. DEFINITIONS. The following terms as used in this tariff shall have the following meanings:

BERTH: Shall mean the area of water alongside a pier where a vessel is docked.

DEMURRAGE – PIER STORAGE: Shall mean the charge assessed against cargo which remains on the pier after expiration of the free time allowed.

DOCK: Shall mean the docks comprised of the mooring area, apron, connecting ramps and immediate cargo handling area.

DOCKAGE: Shall mean the charge assessed vessels for docking at a wharf, pier, or for mooring to a vessel so docked, or for coming within a slip.

FREE TIME: Shall mean the specified number of days during which cargo may occupy space assigned to it on Port facilities without being subject to wharf demurrage or storage charges.

HANDLING: Shall mean the physical movement of cargo or persons as managed by personnel with or without mechanical means.

HANDLING CHARGE: Shall mean the charge assessed in performing loading or discharge of cargo between ship’s tackle, or terminal’s tackle, and place of rest on dock, truck, vessel or other conveyance.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100-26	PAGE 6
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HAZARDOUS CARGO: Shall mean any material as defined under 49 CFR Parts 171-179.

LICENSE: Shall mean a document issued by the Port Manager or designee granting permission to the licensee to conduct business on the facilities associated with the Port of Valdez.

LIVESTOCK: Shall mean any live animal such as cows, horses, sheep, goats, pigs, canines, caged birds and other creatures handled as cargo.

LONGSHOREMAN: Shall mean any person engaged in the handling of cargo.

MANIFEST: Shall mean any formal list of cargo loaded on or discharged from, or persons arriving on or embarking on a vessel including crew.

OVERALL: Shall mean the greatest distance between two points either above or below water.

OVERSIDE CARGO HANDLING: Shall mean shipments handled over the rail or deck edge of a vessel (overside) or vessels alongside dock where freight or cargo is transferred directly between vessels, but not using facilities of wharf in its transfer, or freight received by vessel or discharged into water, to barges, boats or other vessel, while vessel is berthed at dock.

PER DIEM: Shall mean a period of one day equivalent to 24 hours.

PIER: Shall mean the fixed structure along the water's edge to which a vessel may be tied up and moored.

SLIP: Shall mean a berth for smaller vessels.

STEVEDORE: Shall mean any management company or entity engaged in the management of the handling of cargo or passengers, on behalf of the vessel, at marine facilities.

TERMINAL: Shall mean all land, docks, piers, slips, wharves, ramps, piers bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways, and other infrastructure associated with the marine facilities owned by the City of Valdez.

TERMINAL MANAGER: Shall mean the Director of the Port of Valdez, or his/her designee.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100-26	PAGE 7
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TERMINAL OPERATOR: Shall mean a company or contractor permitted by the Port of Valdez to oversee and perform cargo and logistical services at terminal(s) as specified.

TON: Shall mean 2,000 pounds US.

VESSEL: Shall mean any craft, self-propelled or non-self-propelled, including commercial ships and boats, fishing boats, recreational boats, barges, skiffs, or similar craft.

WHARF: Shall mean the cargo handling area located on the terminal.

WHARFAGE: Shall mean the charge assessed against freight passing or conveyed over, onto or under wharves or between vessels or overside vessels when berthed at wharf or moored in slip adjacent to wharf; it is the charge for use of wharf and does not include charge for any other service.

RULE: III – RULES AND REGULATIONS-GENERAL

A. PUBLIC THOROUGHFARES: The port facilities of the City of Valdez are not public thoroughfares.

B. ACCESS TO PORT FACILITIES: The Terminal Manager shall at all times have the right to refuse access to any dock or port facility by any person or vessel or to remove any vessel, person or cargo at any time from any dock or port facility. This right shall be reserved at all times to the Terminal Manager without responsibility for demurrage, loss or damage when:

1. Previous arrangements for use, space, receiving, or unloading have not been made with the Terminal Manager,
2. The vessel is unsafe or hazardous and may pose a risk to life or property,
3. The value of the vessel, in the opinion of the Terminal Manager, is less than the probable service charges and other charges related to its use of the dock or port facilities,
4. During periods of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the dock or terminal facilities, or any portion of them, from providing customary services to the public,
5. Persons have violated federal, state, municipal or port regulations.

C. LIABILITY FOR LOSS OR DAMAGE: The Port will not be responsible for any loss or damage caused by fire, heat, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay; animals, rats, mice, or other rodents; moths, weevils or other insects; leakage or discharge from fire protection systems, collapse of buildings, or

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100-26	PAGE 8
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structure; breakdown of plant or machinery or equipment; or by floats, logs, or polling required in breasting vessels away from wharf; nor will it be answerable for any loss, damage or delay arising from events of force majeure, insufficient notification or from way, insurrection, shortage of labor, combination strikes or riots of any persons in its employ or in the services of others or from any consequence arising therefrom.

D. DAMAGE TO FACILITIES: Vessels, their owners, agents and all other users of the Port are held liable for any damage to facilities resulting from their use. Vessels will be held responsible for damage done to the dock when landing, laying alongside or when leaving the dock. The Port reserves the right to repair, contract or cause to be repaired, any and all damages to docks, wharves, buildings, utilities and equipment caused by vessels, their owners and/or agents, stevedores or other parties and hold them responsible for payment. Proof of insurance must be provided to the Terminal Manager prior to utilizing Port facilities.

E. RIGHT TO REFUSE CARGO: The Terminal Manager shall at all times have the right to refuse to accept, receive, unload, or permit a vessel to discharge:

1. Cargo for which previous arrangements for space, receiving, unloading or handling has not been made with the Terminal Manager by the shipper, consignee or vessel.
2. Cargo not suitably packed for safe transportation.
3. Cargo deemed by the Terminal Manager in the reasonable exercise of his discretion, to be offensive, perishable or hazardous. Hazardous cargo must have been prepared for shipment in accordance with the applicable Department of Transportation regulations (including, but not limited to, 49 CFR Parts 171-179).
4. Cargo, the value of which may, in the opinion of the Terminal Manager, be less than the probable service charges and other charges related to it.
5. Cargo, during a period of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the docks or port facilities, or any portion of them, from providing customary service to the public.
6. Hazardous cargo not previously granted permission to be accommodated or mislabeled.
7. Prohibited cargo of a nature that may create a safety concern for the Port or when the Port is not properly equipped to handle such cargo.

F. OFFENSIVE FREIGHT: Hazardous cargo not conforming to the requirements set forth herein or offensive freight, is subject to immediate removal either from the dock or port facilities or to other locations within premises with all expense and risk of loss or damage, for the account of owner, consignee or shipper, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100-26	PAGE 9
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G. RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO: Freight remaining on wharf or wharf premises after expiration of free time, and freight shut out at time of clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee or carrier as responsibility may appear, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

H. HAZARDOUS CARGO: Notice shall be given to Terminal Manager of any vessel carrying cargo which is hazardous, extremely flammable, corrosive, explosive, or otherwise possesses a significant risk of harm to property or persons at least seventy-two (72) hours prior to landing or use of docks. The acceptance, handling or storage of explosives or excessively flammable material shall be subject to special arrangements with and permission of the terminal operator and governed by rules and regulations of Federal, State and local authorities. All hazardous cargo must be properly labeled in accordance with federal HAZMAT and international HAZCOM requirements. Failure to have proper labeling will result in cargo being refused entry into the terminal.

I. OWNERS RISK: Glass, liquids, and fragile articles will be accepted only at owner's or shipper's risk for breakage, leakage, or chafing, and except as otherwise provided in this tariff the Terminal Manager being liable for loss or damage only in case of lack of ordinary care. Freight in open storage on wharf platforms or ground is at owner's or shipper's risk for loss or damage. Timber and logs or lumber rafts, and all water craft, if and when permitted by Terminal Manager to be moored at moorage dolphins, wharf or alongside vessels, are at owner's or shipper's risk for loss or damage.

J. LIVESTOCK: The acceptance and handling of livestock shall be subject to special arrangements with Terminal Manager, and governed by rules and regulations of the Federal, State, and local authorities.

K. OVERWEIGHT CARGO: Users are held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed cargo, without regard as to whether such omissions be intentional or accidental.

L. RIGHT TO BOARD VESSEL AND INSPECT: The Terminal Manager may enter upon and inspect any vessel in berth at its terminal under the following conditions:

1. The Terminal Manager specifies this to determine the kind and quantity of cargo aboard,
2. To identify safety or security concerns, and
3. No person or persons shall hinder, molest or refuse entrance upon such vessel for a specific purpose which must be noted.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100-26	PAGE 10
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M. RIGHT TO MOVE VESSEL: The Port may order a vessel to move to such a place as directed at the vessel's expense when in the opinion of the Terminal Manager or designee:

1. It is necessary for the proper operation of the facility,
2. In case of emergency, and
3. A vessel which is not moved promptly upon notice may be moved at the vessel's expense.
4. Damage to vessel or to Port property during such removal, can be charged to the vessel, along with all costs for idle labor, crane(s) and equipment resulting from the delay.

N. RUBBISH: No rubbish or materials of any kind shall be dumped overboard from vessels or onto wharves. Rubbish, refuse or other materials placed temporarily on piers or wharves, must upon demand, be removed from the terminal(s), by the person or persons placing it there. The Port reserves the right to remove rubbish at the expense of the party responsible. Rubbish may only be removed from the terminal(s) by contractors licensed by the Port of Valdez.

O. DISCHARGE OF LIQUIDS: Vessels may not discharge fluids overboard into the waters of Port Valdez including without limitation, black water, graywater or other liquids. This shall not include cooling water from engines or treated wastewater from systems compliant with the federal and state sewage treatment equipment regulations.

P. STACK EMISSIONS: Vessels may not produce visible or noxious stack emissions at any time while alongside the terminal(s) and must comply with all state and federal laws, rules and permits.

Q. MOORED VESSELS: Vessels berthing at the terminal(s) should, as directed by the Terminal Manager,

1. Be properly manned at all times,
2. Have on board sufficient personnel to move the vessel in case of emergency,
3. Meet international and federal security regulations and other rules including properly licensed and documented personnel.

R. APPROACH AND DEPARTURE FROM BERTHS: Vessels approaching or departing from berths when passing in and out of federal channels, over submerged lands outside of terminal berths, do so at their own risk and shall not hold the Port responsible for any vessel casualty during such transit.

S. LIMITS OF LIABILITY: No provision contained in this tariff shall limit or relieve the Port of Valdez from liability for its own negligence nor require any person, vessel, or

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 26	PAGE 11
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lessee to indemnify or hold harmless the Port of Valdez from liability for its own negligence.

T. MANIFESTS REQUIRED OF VESSELS: Masters, owners, agents or operators of vessels are required to furnish the Port with complete copies of vessels' manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the docks or terminal facilities of the Port of Valdez. Cargo shall be broken down by type and quantity. Such manifest must be furnished (1) for inbound cargo, at least twenty-four (24) hours prior to vessel arrival, and (2) for outbound cargo, within twenty-four (24) hours after vessel departure. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted. Failure to submit timely and accurate manifests will constitute cause to impose fees as set forth in the Rates and Charges section of this tariff.

U. RIGHT OF PORT TO SCHEDULE VESSELS: The Port reserves the right to establish vessel berthing schedules and the use of all facilities for the convenience of the Port. Application for berthing must be made at least 24 hours in advance of vessel arrival. Failure to make timely application for berthing will constitute cause to impose fees as set forth in the Rates and Charges section of this tariff.

V. VERIFIED GROSS MASS REQUIREMENTS: The Port provides scale and weighing services for container, truck or rail car weight information. The Port assumes no weight verification liability for such measurements and reserves the right under international rules to refuse to handle or accept containers without a valid Verified Gross Mass certificate (VGM).

W. PIER LOADING PERMIT: A pier loading permit shall be required for the handling of any cargo requiring crane equipment contracted from outside of the terminal. Such permit shall only be granted upon presentation of a detailed engineering survey provided by the party handling the crane and cargo and at the cost of the party requesting a permit.

X. STEVEDORING SERVICES: The services of handling, loading and unloading and other services not specified herein, shall be provided only by stevedores as licensed by the Port of Valdez for provision of those services. Handling, loading and unloading rates shall be furnished upon request by the service provider. Licensed stevedores authorized currently by the Port of Valdez include:

1. North Star Terminal and Stevedore Company
 P. O. Box 889, Valdez, Alaska 99686, Phone (907) 835-4670

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 26	PAGE 12
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RULE IV - PAYMENT OF CHARGES, TERMS AND CONDITIONS

A. PAYMENT TERMS: All payments to the Port of Valdez are due in US Dollars and due and payable upon presentation of an invoice. All fixed charges named herein and charges made for all services shall become due and payable as they accrue and are invoiced by the Port.

B. CREDIT: Nothing shall preclude the users of the Port from establishing credit and payment terms.

C. DELAYS – NO WAIVER OF CHARGES: Delays in loading, unloading, receiving, delivering or handling freight arising from events of force majeure, commotions, riots or strikes not reasonably within the control of the Terminal Manager will not entitle owners, shippers, consignees or carriers of freight to waiver of wharf, terminal or advanced charges, or other expenses that may be incurred.

D. RIGHT TO SELL CARGO FOR UNPAID CHARGES: Freight on which unpaid terminal charges and advances have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature, or of a nature liable to damage other freight may be sold at public or private sale subject to Valdez Municipal Code, provided owner has been given proper notice to pay charges and remove said freight, and has neglected or failed to comply.

E. RATE CHANGES: All rates quoted in this tariff are subject to change on or after the effective date as noted. Any changes in this tariff as a result of modification of terms or conditions as stated that impact fees shall not be considered as retroactive.

F. RESPONSIBILITY FOR COLLECTION AND GUARANTEE OF CHARGE: Charges are due from the owner, shipper, or consignee of the freight. On transit freight in connection with other carriers, these charges, and any charges accrued against said freight and of which the vessel, its owners or agents have been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners or agents. The use of the wharf by a vessel, its owners or agents, shall be deemed acceptance and acknowledgement of this guarantee.

G. PREPAYMENT: Right is reserved by the Terminal Manager to require prepayment of all charges on perishable freight or freight of doubtful value.

H. LABOR: Rates named in this tariff for services involving labor are based upon straight time wages. When the Port is required to furnish labor at overtime, or penalty time, the difference between straight time and overtime, or penalty time, plus supervision, insurance and taxes, will be assessed against the party or parties authorizing the overtime or penalty time.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 26	PAGE 13
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I. SECURITY: Federally mandated unarmed or armed security guard duty will be required and rates named in this tariff applied at the discretion of the Terminal Manager or Facility Security Officer. In the event unarmed or armed security guard duty is cancelled or postponed less than 24 hours prior to operation start, tariff rates may be applied to the originally scheduled period of service.

J. RIGHT TO WITHHOLD DELIVERY OF FREIGHT OR DENY SERVICES: Right is reserved by terminal operator to withhold delivery of freight or deny terminal services including berthing until all accrued terminal charges and/or advances against said freight or services have been paid in full.

K. RIGHT TO DETAIN VESSEL: A vessel may be detained by the Port until sufficient funds paid or security has been posted to cover the actual or estimated funds owed or financial liability for damages incurred to Port property.

L. INSURANCE: Rates, charges, rules/regulations and the services offered or provided by the Port, does not include insurance of any kind. The Port reserves the right to request insurance certificates for operators on the terminal(s) to confirm they have required levels. The Port can specify additional insurance required for operations or terminal users.

M. INTEREST ON UNPAID INVOICES: The Port reserves the right to charge interest on the unpaid portion of any invoice not paid within 30 days. The interest charge shall be assessed at 7% per year pro rated monthly on unpaid balances.

N. APPLICATION OF PAYMENTS: Funds received by the Port shall be credited toward any remaining and outstanding balance on existing charges previously invoiced.

O. REQUIRED REPORTING: The stevedore, designated Terminal Operator, contractors or other parties using the terminal(s) shall provide such reports to the Port on a regular basis as designated and directed by the Terminal Manager. Such reports shall be provided to the Port no later than ten (10) days after the end of the month. In the absence of required reports, the highest amount for each category within the previous three (3) year period shall be assessed and invoiced by the Port. Any remaining balance or overage shall be applied to the next invoice. The Terminal Manager reserves the right to assess an administrative fee for failure to provide required reports.

P. INDEMNITY: All users of the terminal(s) including service providers, licensees, vessels, owners and operators shall defend, indemnify and hold harmless the City and Port of Valdez against and from any claims, obligations, liabilities, or damages arising from any breach of, or failure to perform under, any obligation under the terms of this tariff, including omission of said parties, for all costs, legal fees, expenses and associated such claims, obligations, liabilities or damages incurred in the defense of such claim or action or proceeding against the City or Port of Valdez.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 26	PAGE 14
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RULE V – RATES AND CHARGES

A. **DOCKAGE:** Dockage shall be based on length-over-all of the vessel as published in “Lloyd’s Register of Shipping” or when not published, the Port reserves the right to: (1) obtain the length-over-all from the vessel’s certificate of registry, or (2) measure the vessel. The following rules apply to dockage charges:

1. **Dockage Period:** The period of time upon which dockage will be assessed shall commence when the vessel is made fast to an allocated berth or moored, or comes within a slip and shall continue until such vessel lets go and has vacated the position allocated, on a per diem basis.

2. **Idle Vessels:** A vessel not engaged in working cargo will be permitted its berth with the understanding that it shall vacate when the berth is required for a vessel to load or discharge cargo.

3. **Shifted Vessels:** When a vessel is shifted directly from one dock to another dock operated by the Port of Valdez, the total time at such docks will be considered together when computing the dockage charge.

4. A single vessel, where actively engaged as a tug boat assisting and made fast outboard of a vessel loading or discharging cargo, will be accorded free dockage.

5. **Vacating:** A vessel upon notice to move which refuses to vacate will be assessed dockage at five times its applicable rate named in this tariff, starting at the time vessel is notified to vacate and fails to vacate within a reasonable time.

6. **Application:** Dockage rates shall apply to all mooring dolphins, docks, slips, adjacent to wharves, landing craft ramp or any other facility managed by the Port.

7. **Application for Berthing:** Request for berthing shall be made at least 24 hours in advance of a vessel’s arrival. Requests not made at least 24 hours in advance shall be subject to an additional days berthing charge at the applicable tariff rate.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100-26	PAGE 15
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8. DOCKAGE RATES: Based on vessel length-over-all

DOCKAGE RATES BASED ON VESSEL LOA				
	UP TO 100	UP TO 600'	UP TO 900'	OVER 900'
2022	\$1.45	\$2.45	\$3.45	Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$6.45/ft over 900'
2023	\$1.55	\$2.55	\$3.55	Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$6.55/ft over 900'
2024	\$1.65	\$2.65	\$3.65	Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$6.65/ft over 900'
2025	\$1.68	\$2.70	\$3.72	Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$6.72/ft over 900'
2026	\$1.72	\$2.76	\$3.80	Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$6.80/ft over 900'
2027	\$1.75	\$2.81	\$3.87	Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$6.87/ft over 900'
2028	\$1.79	\$2.87	\$3.95	Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$6.95/ft over 900'
2029	\$1.82	\$2.93	\$4.03	Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$7.03/ft over 900'
2030	\$1.86	\$2.98	\$4.11	Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$7.11/ft over 900'

Note 1. For vessels with length overall greater than 900 feet, charge the rate for 900 feet plus \$3.00 for each foot, or fraction thereof, of length in excess of 900 feet shall apply.

Note 2. Vessels which cause more than normal risk to a dock facility and the surrounding area (land or water) or restrict the normal use of such facility by others shall be assessed a dockage surcharge of 100%. More than normal risk includes without limitation, risks of explosion, fire, need for special security at either the dock or the facility entrance, risk of contamination and/or failure to comply with environmental rules and regulations due to the presence of hazardous materials. The following vessels are so classified:

- a. Loaded vessels (ship and barges) which carry oil and/or oil products, loading or discharging cargo or undergoing repairs at a Port facilities.
- b. Vessels (ship and barges), which are loading and/or discharging high explosives.
- c. The above list of risks and high-risk vessels is not all-inclusive. The Port reserves the right to make final determination.

d. Hazardous Waste Materials

Note 3. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged dockage at other the John Thomas Kelsey Municipal Dock.

Note 5. Dockage Fees will increase \$0.10/ft annually in the ranges above in 2023 & 2024.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 26	PAGE 16
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Note 6. Dockage Fees will increase 2% annually in the ranges above starting on January 1st 2025.

9. Free Dockage-Dockage charges will not be assessed against the vessel at the invitation of the Port of Valdez for demonstrations and/or public tours and for vessels engaged in construction projects, design, studies, and inspections for the Port of Valdez.

B. WATER: The following charges will be made for furnishing water to vessels berthed at terminal(s) subject to this tariff and seasonal requirements:

- 1. Water hookup charge (April to October) \$75.00
- 2. Water hookup charge (November to March) \$200.00
- 3. Water per 1,000 gallons or fraction thereof \$3.00

C. GARBAGE: The following charge will be made for furnishing garbage service to vessels berthed at terminal(s) subject to this tariff:

- Domestic: Charge per garbage pickup \$120.00
- Foreign Regulated: By special arrangement only.
- Per pound charge including container weight, 50 pound minimum \$14.00

D. WASTEWATER: By special arrangement only by private contractor.

E. WASTE OIL RECEPTION: Includes recovered oil. By special arrangement only by licensed contractor.

F. PARKING WITH ELECTRICITY: The following charge will be made for refrigeration vans:

- 1. A parking fee, including electricity, will be charged to the owner of each refrigeration van connected to the electrical system at the Valdez Container Terminal.

 Per 24-hour period or less \$22.00

2. The van owner or agent shall report a daily summary to the

- Port of all units connected and disconnected from the electrical
 3. system at the Valdez Container Terminal.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 26	PAGE 17
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4. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

G. PARKING: The following charge will be made for trailers trucked in/trucked out requiring no port services other than storage per 24-hour period or portion thereof:

- a. Charge per unit \$6.00
- b. The van owner or agent shall report to the Port immediately upon arrival.
- c. It shall be the responsibility of the van owner or agent to
- d. provide a report to the Port at the end of each week showing the number of vans and the days served.
- e. Trailers associated with the movement of local seafood logistics shall be exempt.

H. WHARFAGE RATES-APPLICATION: Wharfage rates named below are in dollars and cents per ton of 2,000 pounds, or 40 cubic feet, or 376 pounds per barrel of bulk commodities and apply as follows:

- 1. Traffic handled to or from the Port of Valdez.
- 2. Charges to be assessed on the basis of weight or measurement as manifested by vessel, whichever creates the greater revenue. Where specific commodity rates are shown, the description "Freight NOS, General Merchandise" will apply.
- 3. Minimum charge on any single shipment \$6.00

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 26	PAGE 18
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I. WHARFAGE COMMODITY RATES:

No.	Commodity	Description	Unit	Cost	Note
1	Explosives	Dynamite, gun powder, blasting caps	Per ton	\$18.50	1,2,3
2	Fuel (Vessel)	Liquids, petroleum/products, NOS	Per gallon	\$ 0.05	4,5
3	Freight NOS	Freight not otherwise specified	Per ton	\$ 6.25	
4	Logs	Whole or partial	Per 1,000 board feet	\$ 6.00	
5	Petroleum	Petroleum or petroleum products	Per barrel	\$ 0.15	6
6	Wood Chips	All grades	Per BDU	\$ 1.75	
7	Wood Pulp	Logs	Per ton	\$ 0.55	
8	Sand, Rock, Gravel	Sand, Rock, Gravel of all grades (to include asphalt).	Per Ton	\$3.00	

Notes:

1. Explosives shall be handled by special arrangement only.
2. Notice shall be given to the Port of Valdez of any vessel carrying explosive cargo at least seventy-two (72) hours in advance of arrival at dock
3. Packages or other containers with explosives will be charged at the entire explosive rate for the entire contents of the container regardless of the quantity contained within.
4. All petroleum transfer operations are subject to federal and Port rules governing the transfer of liquid bulk petroleum products.
5. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged the fuel tariff rate at the John Thomas Kelsey Municipal Dock.
6. Applies to inbound and outbound petroleum products.

J. CARGO HANDLED OVERSIDE: Will be assessed half wharfage, named in this tariff unless otherwise provided herein. Standby time at cost will be assessed against consignee when dock longshoremen are standing by while discharge or loading is made.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 26	PAGE 19
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K. SECURITY: Security that is required by the owner, shipper, or U.S.C.G. regulation will be provided by the Port and will be assessed per hour at:

- | | |
|---|-----------|
| a. Watchman (unarmed) per person | \$90.00 |
| b. Armed Guard per person | \$150.00 |
| c. Port Security Terminal Full Closure per day | \$3000.00 |
| d. Port Security Terminal Partial Closure per day | \$2000.00 |

In the event unarmed or armed security guard duty is cancelled or postponed less than 24 hours prior to operation start, tariff rates may be applied to the originally scheduled period of service per Rule IV, Paragraph I. Security.

L. STANDBY FIRE APPARATUS

- | | |
|--|----------|
| a. Additional fire protection that is required by the owner, shipper, or by U.S.C.G. regulation will be provided by the Port and will be assessed, per hour per person required at | \$95.00 |
| b. Fire apparatus required, per hour at | \$165.00 |

M. FREE TIME: Free time not to exceed seven (7) days on all freight, cargo or other material stored or in transit unless otherwise negotiated by the Port. Inventory will be taken on Wednesday of every week, and free time shall be considered the period of time between inventories.

N. DEMURRAGE: The charge assessed on cargo remaining in or on Port facilities after the expiration of free time per day shall be:

- | | |
|--|---------|
| a. per square foot (1 st layer only) per month at | \$ 0.30 |
| b. per automobile | \$10.00 |
| c. per piece of heavy machinery including wheeled units | \$35.00 |

O. UPLAND STORAGE: Items accepted for storage:

- | | |
|--|---------|
| a. Storage will be assessed, per square foot per month at | \$0.30 |
| b. Minimum charge for storage per month | \$50.00 |
| c. Storage Items left in place for extended periods of time maybe charged quarterly, or annually at the convenience of the Terminal Manager or his/her designee. | |

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 26	PAGE 20
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P. LOG STORAGE: Assessed monthly:

1. Log storage will be assessed per ton for logs of all grades of logs for the first 120 days at: \$0.05
2. Log storage will be assessed per square foot per month for logs of all grades left on Port property after initial 120 day period at: \$0.10

Q. LICENSE AND PERMIT FEES: License and permits fees for conducting business or handling cargo on the terminal(s) shall be assessed at a fixed rate of \$10.00 per individual to be paid upon each TWIC registration, re-registration, and security brief. New hire employees requiring background checks shall be assessed a fixed rate of \$45.00 per individual. This background fee includes the initial \$10.00 per individual registration fee. All individuals who require escort must notify the FSO Daily.

R. FINES FOR VIOLATIONS:

- a. When the Port is fined as a result of a violation of federal regulations, such cost of the fine shall be paid by the firm or individual responsible for the violation. Any person or firm who violates terminal rules and regulations, or provision of this tariff, shall be subject to a fine of up to \$1,000 per violation at the discretion of the Terminal Manager plus the full cost of any fine resulting from a violation of federal regulations. Additionally the firm or individual may be assessed a fee of \$75.00 per staff hour, for time lost associated with the violations.
- b. Failure to submit timely and accurate manifests and berthing requests shall be subject to a fine of up to \$25.00 per day at the discretion of the Terminal Manager.

S. MAINTENANCE/ADMINISTRATIVE CALL OUT CHARGE: When the Port shall be asked to require maintenance or administrative staff for the purposes of meeting operational or infrastructure requirements, a fee of \$65.00 per hour, per person, shall be charged to the person requesting such personnel. A minimum charge of two (2) hours shall be applied regardless of the length of time staff are utilized.

T. SCALE FEE: A fee of \$10.00 shall be assessed for each vehicle requiring scale services.

U. TEMPORARY OFFICE SPACE FEE: A fee of \$100.00 per day per office.

V. PORTABLE RESTROOM FEE: A fee of \$100.00 per day or \$500 per month.

PORT OF VALDEZ
P.O. BOX 787
VALDEZ, ALASKA 99686
PHONE: (907) 835-4564

TERMINAL
TARIFF
NO.
100- 26

PAGE
21

X. PORT PERMITS, AGREEMENTS, AND CHARGES:

1. Stevedoring Services Permit negotiated by contract.
2. Special use Permit Approved by Valdez City Council on individual basis.
3. Building Lease Agreement will be 10% of the Appraised Value, unless otherwise negotiated by contract.
4. Communications Site Agreements will be negotiated by contract.
5. Special Use Agreements shall be approved by Valdez City Council on an individual basis.

Y. JOHN THOMAS KELSEY MUNICIPAL DOCK UPLAND FEES:

- a. Rental for Plaza or Parking Lot \$100 1-4 hours
- b. Rental for Plaza or Parking Lot \$300 4-24 hours
- c. Rental for Plaza or Parking Lot Commercial Rate \$300 1-4 hours
- d. Rental for Plaza or Parking Lot Commercial Rate \$600 4-24 hours
- e. Overhead Plaza Heaters \$50 1-4 hours
- f. Overhead Plaza Heaters \$100 4-24 hours

Z. CRUISE SHIP HEAD FEE: A head fee of \$3.00/cruise ship passenger starting January 1, 2025.

APPENDIX-MISCELLANEOUS INFORMATION

Metric Equivalents and Metric Conversion Tables

The metric equivalents and conversion tables are to be employed in determination of charges assessed in this tariff.

<u>U.S. Equivalent</u>		<u>Metric Equivalent</u>	
1.0	Pound	0.4536	Kilogram
2.2046	Pounds	1.0	Kilogram
100.0	Pounds (US-CWT)	45.359	Kilograms
2,000.0	Pounds (Short Ton)	907.2	Kilograms
2,204.6	Pounds	1,000.0	Kilograms (1 Metric Ton)
2,240.0	Pounds (Long Ton)	1,016.04	Kilograms
1.0	Inch	2.54	Centimeters
1.0	Foot	0.3048	Meter
1.0	Yard	0.9144	Meter
3.2808	Feet	1.0	Meter
1.0	Square Foot	0.0929	Square Meter
10.76	Square Feet	1.0	Square Meter
1.0	Cubic Foot	0.0283	Cubic Meter
35.3147	Cubic Feet	1.0	Cubic Meter
40.0	Cubic Feet	1.1327	Cubic Meters
1.0	Barrel (42 Gallons)	158.9873	Liters

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 26	PAGE 23
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Metric Conversion Table

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>	
Kilograms	Pounds	Pounds	X 0.4536
Pounds	Kilograms	Kilograms	X 2.2046
Metric Tons	Short Tons	Short Tons	X 0.9072
Metric Tons	Long Tons	Long Tons	X 1.0160
Short Tons	Metric Tons	Metric Tons	X 1.1023
Long Tons	Metric Tons	Metric Tons	X 0.9842
Cubic Meters	Measurement Tons (40 Cubic Feet)	Measurement Tons	X 1.1330
Measurement Tons (40 Cubic Feet)	Cubic Meters	Cubic Meters	X 0.8830
Square Feet	Square Meters	Square Meters	X 10.76
Square Meters	Square Feet	Square Feet	X 0.0929
Cubic Feet	Cubic Meters	Cubic Meters	X 35.3147
Cubic Meters	MBF (Thousand Board Feet)	MBF	X 2.3597
MBF (Thousand Board Feet)	Cubic Meters	Cubic Meters	X 0.4238
Acres	Hectares	Hectares	X 2.47
Hectares	Acres	Acres	X 0.405
Miles	Kilometers	Kilometers	X 0.62
Kilometers	Miles	Miles	X 1.609

CONVERSION TABLE

Kilos	Pounds	Kilos	Pounds	Kilos	Pounds
1	2.2046	100	220.46	10,000	22,046
2	4.4092	200	440.92	20,000	44,092
3	6.6138	300	661.38	30,000	66,138
4	8.8184	400	881.84	40,000	88,184
5	11.0230	500	1,102.30	50,000	110,230
6	13.2276	600	1,322.76	60,000	132,276

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 26	PAGE 24
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7	15.4322	700	1,543.22	70,000	154,327
8	17.6368	800	1,763.68	80,000	176,368
9	19.8414	900	1,984.14	90,000	198,414
10	22.0460	1,000	2,204.6	100,000	220,460
20	44.0920	2,000	4,409.2	200,000	440,920
30	66.1380	3,000	6,613.8	300,000	661,380
40	88.1840	4,000	8,818.4	400,000	881,840
50	110.2300	5,000	11,023.0	500,000	1,102,300
60	132.2760	6,000	13,227.6	600,000	1,322,760
70	154.3220	7,000	15,432.2	700,000	1,543,270
80	176.3680	8,000	17,636.8	800,000	1,763,680
90	198.4140	9,000	19,841.4	900,000	1,984,140

HOW TO USE THIS TABLE

To Convert 546,224 Kilos to Pounds:

To Convert 546,224 Pounds to Kilos:

546,224 Kilos
 x 2.2046
 1,204,205.4304 Pounds

500,000 1,102,300.0
 40,000 88,184.0
 6,000 13,227.6
 200 440.92
 20 44.092
 4 8.8184
 TOTAL 1,204,205.4304 Pounds
 Kilos

OR

546,224 Pounds
 x .4536
 247,767.206 Kilos

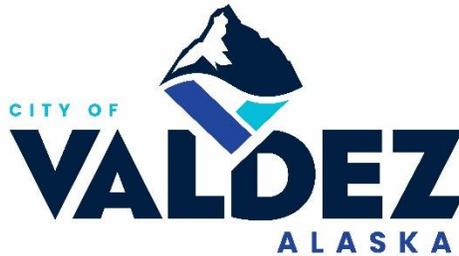
500,000 226,800.0
 40,000 18,144.0
 6,000 2,721.6
 200 90.72
 20 9.072
 4 1.8144
 TOTAL 247,767.2064

OR

CONVERSION TABLE

Pounds	Kilos	Pounds	Kilos	Pounds	Kilos
1	0.4536	100	45.36	10,000	4,536
2	0.9072	200	90.72	20,000	9,072
3	1.3608	300	136.08	30,000	13,608
4	1.8144	400	181.44	40,000	18,144
5	2.2680	500	226.80	50,000	22,680
6	2.7216	600	272.16	60,000	27,216
7	3.1752	700	317.52	70,000	31,752
8	3.6288	800	362.88	80,000	36,288
9	4.0824	900	408.24	90,000	40,824
10	4.5360	1,000	453.6	100,000	45,360
20	9.0720	2,000	907.2	200,000	90,720
30	13.6080	3,000	1,360.8	300,000	136,080
40	18.1440	4,000	1,814.4	400,000	181,440
50	22.6800	5,000	2,268.0	500,000	226,800
60	27.2160	6,000	2,721.6	600,000	272,160
70	31.7520	7,000	3,175.2	700,000	317,520
80	36.2880	8,000	3,628.8	800,000	362,880
90	40.8240	9,000	4,082.4	900,000	408,240

END OF TARIFF



**PORT OF VALDEZ
TERMINAL TARIFF NO. 100-24-~~26~~26
TERMINAL TARIFF FMC-NO. 100-24-~~26~~26
FILED UNDER ATFI RULES CANCELS AND REPLACES
PORT OF VALDEZ
TERMINAL TARIFF FMC NO. 100-**

ISSUED BY

**PORT OF VALDEZ
P.O. BOX 787
VALDEZ, ALASKA 99686**

**NAMING
RULES, REGULATIONS, AND CHARGES
APPLICABLE TO THE MOVEMENT OF CARGO
THROUGH THE
PORT OF VALDEZ
AT
VALDEZ, ALASKA**

**PHONE: (907) 835-4564
WEBSITE: www.ci.valdez.ak.us/port**

FAX: (907) 835-4479

APPROVED: January ~~2023-XX~~

EFFECTIVE: January 1, ~~2024-2026~~

RESOLUTION: ~~20-76-26-XX~~

FMC ORGANIZATION NUMBER 011898, CITY OF VALDEZ

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100-24- 26	PAGE 2
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REVISIONS

Issued

January 1, 2024-~~2024~~2026

Revision 1: Page 14, Rule V, Section A #8. Included Rate Schedule Table DOCKAGE RATES: Based on vessel length-over-all – no change to rate/fee schedule just a table to better understand the fees.

Revision 2: Page 18, Rule V, Section I Wharfage Commodity Rates, Line 8 Rate for Sand, Rock & Gravel \$3.00 per ton was omitted from 100-24

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100-24- <u>26</u>	PAGE 3
---	--	-----------

TABLE OF CONTENTS

NUMBER	PAGE
REVISION PAGE	2
TABLE OF CONTENTS	3
RULE NUMBER	
I GENERAL INFORMATION	4
II DEFINITIONS	5
III RULES AND REGULATIONS	7
IV PAYMENT OF CHARGES, TERMS AND CONDITIONS	12
V RATES AND CHARGES	14
APPENDIX-MISCELLEANOUS INFORMATION	21

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100-24- <u>26</u>	PAGE 4
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RULE: I – GENERAL INFORMATION

A. SCOPE: The rules, regulations, conditions, rates and/or charges set forth in this tariff shall include all facilities owned or managed by the City of Valdez, under the authority of the Port of Valdez and herein after referred to as the Port of Valdez or the Port. This tariff is supplemented by the Port of Valdez Terminal Rules and Regulations presently in effect.

B. APPLICABILITY: The rules, regulations, conditions, rates and/or charges set forth in this tariff shall apply to all vessels, agents, owners, masters, operators, truckers, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents and instruments. Entry or docking at the terminal(s) by any person or vessel shall be regarded as constituting an agreement by such person or vessel to comply with the Port or Terminal Rules and Regulations. Persons entering the terminal shall do so at their own risk.

C. CONTACT: PORT OF VALDEZ, P.O. BOX 787, VALDEZ, AK 99686
(907) 835-4564

D. HOURS OF OPERATION: The facilities of the Port of Valdez operate 24 hours a day, 365 days per year. Administrative office hours are Monday thru Friday, 0830-1200 and 1300-1600 (8:30AM to 12:00 PM 1:00 PM to 4:00 PM) local time. The office is closed from 1200-1300 (12:00 PM to 1:00 PM) Monday thru Friday and on weekends. The Port reserves the right to close port facilities at its discretion for its convenience.

E. HOLIDAYS: For the purposes of this tariff, the following public holidays are observed by the Port of Valdez: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Seward’s Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran’s Day, Thanksgiving Day, Friday following Thanksgiving, and Christmas Day.

F. RIGHT TO ESTABLISH SUPPLEMENTAL CONTRACTS: The Port reserves the right to execute supplemental or separate contracts outside of this tariff, as approved by the Valdez City Council and subject to Federal Maritime Commission Rules, Regulations and Administrative procedures. Such contracts shall be consistent with the provisions of this tariff, however, where provisions of a separate contract differ, the terms and conditions of the contract shall supersede this tariff.

G. RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATION: The Port of Valdez, through the Terminal Manager or designee, reserves the right to establish separate Terminal Rules and Regulations in addition to the provisions of this tariff which shall apply to all terminal(s) users and with the same authority and in the same manner as

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 <u>26</u>	PAGE 5
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the tariff. Persons entering the Port of Valdez facilities shall constitute an agreement by such persons to comply with all Rules and Regulations of the Port of Valdez as published.

H. RIGHT OF FINAL DECISION: In the event of a dispute regarding any of the terms and conditions as stated in this tariff, supplemental rules and regulations or supplemental contracts, the decision of the Director of the Port of Valdez shall be final.

I. ADDITIONAL COMPLIANCE: Users of the Port of Valdez facilities are subject to federal, state and municipal regulations as applicable.

J. SECURITY: Users are advised that the maritime facilities of the Port of Valdez are subject to the federal security regulations under 33 CFR Part 105.

K. LICENSE REQUIREMENT: No business may be conducted on the terminal facilities associated with the Port of Valdez without a license issued by the Terminal Manager or designee and verification of business registration with the City of Valdez. License and permit fees are specified in the Rates and Charges section of this tariff.

RULE: II – DEFINITIONS

A. DEFINITIONS. The following terms as used in this tariff shall have the following meanings:

BERTH: Shall mean the area of water alongside a pier where a vessel is docked.

DEMURRAGE – PIER STORAGE: Shall mean the charge assessed against cargo which remains on the pier after expiration of the free time allowed.

DOCK: Shall mean the docks comprised of the mooring area, apron, connecting ramps and immediate cargo handling area.

DOCKAGE: Shall mean the charge assessed vessels for docking at a wharf, pier, or for mooring to a vessel so docked, or for coming within a slip.

FREE TIME: Shall mean the specified number of days during which cargo may occupy space assigned to it on Port facilities without being subject to wharf demurrage or storage charges.

HANDLING: Shall mean the physical movement of cargo or persons as managed by personnel with or without mechanical means.

HANDLING CHARGE: Shall mean the charge assessed in performing loading or discharge of cargo between ship’s tackle, or terminal’s tackle, and place of rest on dock, truck, vessel or other conveyance.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 <u>26</u>	PAGE 6
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HAZARDOUS CARGO: Shall mean any material as defined under 49 CFR Parts 171-179.

LICENSE: Shall mean a document issued by the Port Manager or designee granting permission to the licensee to conduct business on the facilities associated with the Port of Valdez.

LIVESTOCK: Shall mean any live animal such as cows, horses, sheep, goats, pigs, canines, caged birds and other creatures handled as cargo.

LONGSHOREMAN: Shall mean any person engaged in the handling of cargo.

MANIFEST: Shall mean any formal list of cargo loaded on or discharged from, or persons arriving on or embarking on a vessel including crew.

OVERALL: Shall mean the greatest distance between two points either above or below water.

OVERSIDE CARGO HANDLING: Shall mean shipments handled over the rail or deck edge of a vessel (overside) or vessels alongside dock where freight or cargo is transferred directly between vessels, but not using facilities of wharf in its transfer, or freight received by vessel or discharged into water, to barges, boats or other vessel, while vessel is berthed at dock.

PER DIEM: Shall mean a period of one day equivalent to 24 hours.

PIER: Shall mean the fixed structure along the water's edge to which a vessel may be tied up and moored.

SLIP: Shall mean a berth for smaller vessels.

STEVEDORE: Shall mean any management company or entity engaged in the management of the handling of cargo or passengers, on behalf of the vessel, at marine facilities.

TERMINAL: Shall mean all land, docks, piers, slips, wharves, ramps, piers bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways, and other infrastructure associated with the marine facilities owned by the City of Valdez.

TERMINAL MANAGER: Shall mean the Director of the Port of Valdez, or his/her designee.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 -26	PAGE 7
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TERMINAL OPERATOR: Shall mean a company or contractor permitted by the Port of Valdez to oversee and perform cargo and logistical services at terminal(s) as specified.

TON: Shall mean 2,000 pounds US.

VESSEL: Shall mean any craft, self-propelled or non-self-propelled, including commercial ships and boats, fishing boats, recreational boats, barges, skiffs, or similar craft.

WHARF: Shall mean the cargo handling area located on the terminal.

WHARFAGE: Shall mean the charge assessed against freight passing or conveyed over, onto or under wharves or between vessels or overside vessels when berthed at wharf or moored in slip adjacent to wharf; it is the charge for use of wharf and does not include charge for any other service.

RULE: III – RULES AND REGULATIONS-GENERAL

A. PUBLIC THOROUGHFARES: The port facilities of the City of Valdez are not public thoroughfares.

B. ACCESS TO PORT FACILITIES: The Terminal Manager shall at all times have the right to refuse access to any dock or port facility by any person or vessel or to remove any vessel, person or cargo at any time from any dock or port facility. This right shall be reserved at all times to the Terminal Manager without responsibility for demurrage, loss or damage when:

1. Previous arrangements for use, space, receiving, or unloading have not been made with the Terminal Manager,
2. The vessel is unsafe or hazardous and may pose a risk to life or property,
3. The value of the vessel, in the opinion of the Terminal Manager, is less than the probable service charges and other charges related to its use of the dock or port facilities,
4. During periods of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the dock or terminal facilities, or any portion of them, from providing customary services to the public,
5. Persons have violated federal, state, municipal or port regulations.

C. LIABILITY FOR LOSS OR DAMAGE: The Port will not be responsible for any loss or damage caused by fire, heat, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay; animals, rats, mice, or other rodents; moths, weevils or other insects; leakage or discharge from fire protection systems, collapse of buildings, or

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 <u>26</u>	PAGE 8
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structure; breakdown of plant or machinery or equipment; or by floats, logs, or polling required in breasting vessels away from wharf; nor will it be answerable for any loss, damage or delay arising from events of force majeure, insufficient notification or from way, insurrection, shortage of labor, combination strikes or riots of any persons in its employ or in the services of others or from any consequence arising therefrom.

D. DAMAGE TO FACILITIES: Vessels, their owners, agents and all other users of the Port are held liable for any damage to facilities resulting from their use. Vessels will be held responsible for damage done to the dock when landing, laying alongside or when leaving the dock. The Port reserves the right to repair, contract or cause to be repaired, any and all damages to docks, wharves, buildings, utilities and equipment caused by vessels, their owners and/or agents, stevedores or other parties and hold them responsible for payment. Proof of insurance must be provided to the Terminal Manager prior to utilizing Port facilities.

E. RIGHT TO REFUSE CARGO: The Terminal Manager shall at all times have the right to refuse to accept, receive, unload, or permit a vessel to discharge:

1. Cargo for which previous arrangements for space, receiving, unloading or handling has not been made with the Terminal Manager by the shipper, consignee or vessel.
2. Cargo not suitably packed for safe transportation.
3. Cargo deemed by the Terminal Manager in the reasonable exercise of his discretion, to be offensive, perishable or hazardous. Hazardous cargo must have been prepared for shipment in accordance with the applicable Department of Transportation regulations (including, but not limited to, 49 CFR Parts 171-179).
4. Cargo, the value of which may, in the opinion of the Terminal Manager, be less than the probable service charges and other charges related to it.
5. Cargo, during a period of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the docks or port facilities, or any portion of them, from providing customary service to the public.
6. Hazardous cargo not previously granted permission to be accommodated or mislabeled.
7. Prohibited cargo of a nature that may create a safety concern for the Port or when the Port is not properly equipped to handle such cargo.

F. OFFENSIVE FREIGHT: Hazardous cargo not conforming to the requirements set forth herein or offensive freight, is subject to immediate removal either from the dock or port facilities or to other locations within premises with all expense and risk of loss or damage, for the account of owner, consignee or shipper, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 <u>26</u>	PAGE 9
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G. RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO: Freight remaining on wharf or wharf premises after expiration of free time, and freight shut out at time of clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee or carrier as responsibility may appear, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

H. HAZARDOUS CARGO: Notice shall be given to Terminal Manager of any vessel carrying cargo which is hazardous, extremely flammable, corrosive, explosive, or otherwise possesses a significant risk of harm to property or persons at least seventy-two (72) hours prior to landing or use of docks. The acceptance, handling or storage of explosives or excessively flammable material shall be subject to special arrangements with and permission of the terminal operator and governed by rules and regulations of Federal, State and local authorities. All hazardous cargo must be properly labeled in accordance with federal HAZMAT and international HAZCOM requirements. Failure to have proper labeling will result in cargo being refused entry into the terminal.

I. OWNERS RISK: Glass, liquids, and fragile articles will be accepted only at owner's or shipper's risk for breakage, leakage, or chafing, and except as otherwise provided in this tariff the Terminal Manager being liable for loss or damage only in case of lack of ordinary care. Freight in open storage on wharf platforms or ground is at owner's or shipper's risk for loss or damage. Timber and logs or lumber rafts, and all water craft, if and when permitted by Terminal Manager to be moored at moorage dolphins, wharf or alongside vessels, are at owner's or shipper's risk for loss or damage.

J. LIVESTOCK: The acceptance and handling of livestock shall be subject to special arrangements with Terminal Manager, and governed by rules and regulations of the Federal, State, and local authorities.

K. OVERWEIGHT CARGO: Users are held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed cargo, without regard as to whether such omissions be intentional or accidental.

L. RIGHT TO BOARD VESSEL AND INSPECT: The Terminal Manager may enter upon and inspect any vessel in berth at its terminal under the following conditions:

1. The Terminal Manager specifies this to determine the kind and quantity of cargo aboard,
2. To identify safety or security concerns, and
3. No person or persons shall hinder, molest or refuse entrance upon such vessel for a specific purpose which must be noted.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 <u>26</u>	PAGE 10
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M. RIGHT TO MOVE VESSEL: The Port may order a vessel to move to such a place as directed at the vessel's expense when in the opinion of the Terminal Manager or designee:

1. It is necessary for the proper operation of the facility,
2. In case of emergency, and
3. A vessel which is not moved promptly upon notice may be moved at the vessel's expense.
4. Damage to vessel or to Port property during such removal, can be charged to the vessel, along with all costs for idle labor, crane(s) and equipment resulting from the delay.

N. RUBBISH: No rubbish or materials of any kind shall be dumped overboard from vessels or onto wharves. Rubbish, refuse or other materials placed temporarily on piers or wharves, must upon demand, be removed from the terminal(s), by the person or persons placing it there. The Port reserves the right to remove rubbish at the expense of the party responsible. Rubbish may only be removed from the terminal(s) by contractors licensed by the Port of Valdez.

O. DISCHARGE OF LIQUIDS: Vessels may not discharge fluids overboard into the waters of Port Valdez including without limitation, black water, graywater or other liquids. This shall not include cooling water from engines or treated wastewater from systems compliant with the federal and state sewage treatment equipment regulations.

P. STACK EMISSIONS: Vessels may not produce visible or noxious stack emissions at any time while alongside the terminal(s) and must comply with all state and federal laws, rules and permits.

Q. MOORED VESSELS: Vessels berthing at the terminal(s) should, as directed by the Terminal Manager,

1. Be properly manned at all times,
2. Have on board sufficient personnel to move the vessel in case of emergency,
3. Meet international and federal security regulations and other rules including properly licensed and documented personnel.

R. APPROACH AND DEPARTURE FROM BERTHS: Vessels approaching or departing from berths when passing in and out of federal channels, over submerged lands outside of terminal berths, do so at their own risk and shall not hold the Port responsible for any vessel casualty during such transit.

S. LIMITS OF LIABILITY: No provision contained in this tariff shall limit or relieve the Port of Valdez from liability for its own negligence nor require any person, vessel, or

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 <u>26</u>	PAGE 11
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lessee to indemnify or hold harmless the Port of Valdez from liability for its own negligence.

T. MANIFESTS REQUIRED OF VESSELS: Masters, owners, agents or operators of vessels are required to furnish the Port with complete copies of vessels' manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the docks or terminal facilities of the Port of Valdez. Cargo shall be broken down by type and quantity. Such manifest must be furnished (1) for inbound cargo, at least twenty-four (24) hours prior to vessel arrival, and (2) for outbound cargo, within twenty-four (24) hours after vessel departure. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted. Failure to submit timely and accurate manifests will constitute cause to impose fees as set forth in the Rates and Charges section of this tariff.

U. RIGHT OF PORT TO SCHEDULE VESSELS: The Port reserves the right to establish vessel berthing schedules and the use of all facilities for the convenience of the Port. Application for berthing must be made at least 24 hours in advance of vessel arrival. Failure to make timely application for berthing will constitute cause to impose fees as set forth in the Rates and Charges section of this tariff.

V. VERIFIED GROSS MASS REQUIREMENTS: The Port provides scale and weighing services for container, truck or rail car weight information. The Port assumes no weight verification liability for such measurements and reserves the right under international rules to refuse to handle or accept containers without a valid Verified Gross Mass certificate (VGM).

W. PIER LOADING PERMIT: A pier loading permit shall be required for the handling of any cargo requiring crane equipment contracted from outside of the terminal. Such permit shall only be granted upon presentation of a detailed engineering survey provided by the party handling the crane and cargo and at the cost of the party requesting a permit.

X. STEVEDORING SERVICES: The services of handling, loading and unloading and other services not specified herein, shall be provided only by stevedores as licensed by the Port of Valdez for provision of those services. Handling, loading and unloading rates shall be furnished upon request by the service provider. Licensed stevedores authorized currently by the Port of Valdez include:

1. North Star Terminal and Stevedore Company
 P. O. Box 889, Valdez, Alaska 99686, Phone (907) 835-4670

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 -26	PAGE 12
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RULE IV - PAYMENT OF CHARGES, TERMS AND CONDITIONS

A. PAYMENT TERMS: All payments to the Port of Valdez are due in US Dollars and due and payable upon presentation of an invoice. All fixed charges named herein and charges made for all services shall become due and payable as they accrue and are invoiced by the Port.

B. CREDIT: Nothing shall preclude the users of the Port from establishing credit and payment terms.

C. DELAYS – NO WAIVER OF CHARGES: Delays in loading, unloading, receiving, delivering or handling freight arising from events of force majeure, commotions, riots or strikes not reasonably within the control of the Terminal Manager will not entitle owners, shippers, consignees or carriers of freight to waiver of wharf, terminal or advanced charges, or other expenses that may be incurred.

D. RIGHT TO SELL CARGO FOR UNPAID CHARGES: Freight on which unpaid terminal charges and advances have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature, or of a nature liable to damage other freight may be sold at public or private sale subject to Valdez Municipal Code, provided owner has been given proper notice to pay charges and remove said freight, and has neglected or failed to comply.

E. RATE CHANGES: All rates quoted in this tariff are subject to change on or after the effective date as noted. Any changes in this tariff as a result of modification of terms or conditions as stated that impact fees shall not be considered as retroactive.

F. RESPONSIBILITY FOR COLLECTION AND GUARANTEE OF CHARGE: Charges are due from the owner, shipper, or consignee of the freight. On transit freight in connection with other carriers, these charges, and any charges accrued against said freight and of which the vessel, its owners or agents have been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners or agents. The use of the wharf by a vessel, its owners or agents, shall be deemed acceptance and acknowledgement of this guarantee.

G. PREPAYMENT: Right is reserved by the Terminal Manager to require prepayment of all charges on perishable freight or freight of doubtful value.

H. LABOR: Rates named in this tariff for services involving labor are based upon straight time wages. When the Port is required to furnish labor at overtime, or penalty time, the difference between straight time and overtime, or penalty time, plus supervision, insurance and taxes, will be assessed against the party or parties authorizing the overtime or penalty time.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 <u>26</u>	PAGE 13
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I. SECURITY: Federally mandated unarmed or armed security guard duty will be required and rates named in this tariff applied at the discretion of the Terminal Manager or Facility Security Officer. In the event unarmed or armed security guard duty is cancelled or postponed less than 24 hours prior to operation start, tariff rates may be applied to the originally scheduled period of service.

J. RIGHT TO WITHHOLD DELIVERY OF FREIGHT OR DENY SERVICES: Right is reserved by terminal operator to withhold delivery of freight or deny terminal services including berthing until all accrued terminal charges and/or advances against said freight or services have been paid in full.

K. RIGHT TO DETAIN VESSEL: A vessel may be detained by the Port until sufficient funds paid or security has been posted to cover the actual or estimated funds owed or financial liability for damages incurred to Port property.

L. INSURANCE: Rates, charges, rules/regulations and the services offered or provided by the Port, does not include insurance of any kind. The Port reserves the right to request insurance certificates for operators on the terminal(s) to confirm they have required levels. The Port can specify additional insurance required for operations or terminal users.

M. INTEREST ON UNPAID INVOICES: The Port reserves the right to charge interest on the unpaid portion of any invoice not paid within 30 days. The interest charge shall be assessed at 7% per year pro rated monthly on unpaid balances.

N. APPLICATION OF PAYMENTS: Funds received by the Port shall be credited toward any remaining and outstanding balance on existing charges previously invoiced.

O. REQUIRED REPORTING: The stevedore, designated Terminal Operator, contractors or other parties using the terminal(s) shall provide such reports to the Port on a regular basis as designated and directed by the Terminal Manager. Such reports shall be provided to the Port no later than ten (10) days after the end of the month. In the absence of required reports, the highest amount for each category within the previous three (3) year period shall be assessed and invoiced by the Port. Any remaining balance or overage shall be applied to the next invoice. The Terminal Manager reserves the right to assess an administrative fee for failure to provide required reports.

P. INDEMNITY: All users of the terminal(s) including service providers, licensees, vessels, owners and operators shall defend, indemnify and hold harmless the City and Port of Valdez against and from any claims, obligations, liabilities, or damages arising from any breach of, or failure to perform under, any obligation under the terms of this tariff, including omission of said parties, for all costs, legal fees, expenses and associated such claims, obligations, liabilities or damages incurred in the defense of such claim or action or proceeding against the City or Port of Valdez.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100--24- 26	PAGE 14
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RULE V – RATES AND CHARGES

A. DOCKAGE: Dockage shall be based on length-over-all of the vessel as published in “Lloyd’s Register of Shipping” or when not published, the Port reserves the right to: (1) obtain the length-over-all from the vessel’s certificate of registry, or (2) measure the vessel. The following rules apply to dockage charges:

1. Dockage Period: The period of time upon which dockage will be assessed shall commence when the vessel is made fast to an allocated berth or moored, or comes within a slip and shall continue until such vessel lets go and has vacated the position allocated, on a per diem basis.

2. Idle Vessels: A vessel not engaged in working cargo will be permitted its berth with the understanding that it shall vacate when the berth is required for a vessel to load or discharge cargo.

3. Shifted Vessels: When a vessel is shifted directly from one dock to another dock operated by the Port of Valdez, the total time at such docks will be considered together when computing the dockage charge.

4. A single vessel, where actively engaged as a tug boat assisting and made fast outboard of a vessel loading or discharging cargo, will be accorded free dockage.

5. Vacating: A vessel upon notice to move which refuses to vacate will be assessed dockage at five times its applicable rate named in this tariff, starting at the time vessel is notified to vacate and fails to vacate within a reasonable time.

6. Application: Dockage rates shall apply to all mooring dolphins, docks, slips, adjacent to wharves, landing craft ramp or any other facility managed by the Port.

7. Application for Berthing: Request for berthing shall be made at least 24 hours in advance of a vessel’s arrival. Requests not made at least 24 hours in advance shall be subject to an additional days berthing charge at the applicable tariff rate.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 -26	PAGE 15
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8. DOCKAGE RATES: Based on vessel length-over-all

<u>DOCKAGE RATES BASED ON VESSEL LOA</u>				
	<u>UP TO</u> <u>100</u>	<u>UP TO</u> <u>600'</u>	<u>UP TO</u> <u>900'</u>	<u>OVER 900'</u>
<u>2022</u>	<u>\$1.45</u>	<u>\$2.45</u>	<u>\$3.45</u>	<u>Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$6.45/ft over 900'</u>
<u>2023</u>	<u>\$1.55</u>	<u>\$2.55</u>	<u>\$3.55</u>	<u>Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$6.55/ft over 900'</u>
<u>2024</u>	<u>\$1.65</u>	<u>\$2.65</u>	<u>\$3.65</u>	<u>Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$6.65/ft over 900'</u>
<u>2025</u>	<u>\$1.68</u>	<u>\$2.70</u>	<u>\$3.72</u>	<u>Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$6.72/ft over 900'</u>
<u>2026</u>	<u>\$1.72</u>	<u>\$2.76</u>	<u>\$3.80</u>	<u>Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$6.80/ft over 900'</u>
<u>2027</u>	<u>\$1.75</u>	<u>\$2.81</u>	<u>\$3.87</u>	<u>Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$6.87/ft over 900'</u>
<u>2028</u>	<u>\$1.79</u>	<u>\$2.87</u>	<u>\$3.95</u>	<u>Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$6.95/ft over 900'</u>
<u>2029</u>	<u>\$1.82</u>	<u>\$2.93</u>	<u>\$4.03</u>	<u>Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$7.03/ft over 900'</u>
<u>2030</u>	<u>\$1.86</u>	<u>\$2.98</u>	<u>\$4.11</u>	<u>Rate for 900' plus \$3.00 PER EACH LINEAR FT = \$7.11/ft over 900'</u>

Note 1. For vessels with length overall greater than 900 feet, charge the rate for 900 feet plus \$3.00 for each foot, or fraction thereof, of length in excess of 900 feet shall apply.

Note 2. Vessels which cause more than normal risk to a dock facility and the surrounding area (land or water) or restrict the normal use of such facility by others shall be assessed a dockage surcharge of 100%. More than normal risk includes without limitation, risks of explosion, fire, need for special security at either the dock or the facility entrance, risk of contamination and/or failure to comply with environmental rules and regulations due to the presence of hazardous materials. The following vessels are so classified:

- a. Loaded vessels (ship and barges) which carry oil and/or oil products, loading or discharging cargo or undergoing repairs at a Port facilities.
- b. Vessels (ship and barges), which are loading and/or discharging high explosives.
- c. The above list of risks and high-risk vessels is not all-inclusive. The Port reserves the right to make final determination.

d. Hazardous Waste Materials

Note 3. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged dockage at other the John Thomas Kelsey Municipal Dock.

Note 5. Dockage Fees will increase \$0.10/ft annually in the ranges above in 2023 & 2024.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 <u>26</u>	PAGE 16
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Note 6. Dockage Fees will increase 2% annually in the ranges above starting on January 1st 2025.

9. Free Dockage-Dockage charges will not be assessed against the vessel at the invitation of the Port of Valdez for demonstrations and/or public tours and for vessels engaged in construction projects, design, studies, and inspections for the Port of Valdez.

B. WATER: The following charges will be made for furnishing water to vessels berthed at terminal(s) subject to this tariff and seasonal requirements:

- 1. Water hookup charge (April to October) \$75.00
- 2. Water hookup charge (November to March) \$200.00
- 3. Water per 1,000 gallons or fraction thereof \$3.00

C. GARBAGE: The following charge will be made for furnishing garbage service to vessels berthed at terminal(s) subject to this tariff:

- Domestic: Charge per garbage pickup \$120.00
- Foreign Regulated: By special arrangement only.
- Per pound charge including container weight, 50 pound minimum \$14.00

D. WASTEWATER: By special arrangement only by private contractor.

E. WASTE OIL RECEPTION: Includes recovered oil. By special arrangement only by licensed contractor.

F. PARKING WITH ELECTRICITY: The following charge will be made for refrigeration vans:

- 1. A parking fee, including electricity, will be charged to the owner of each refrigeration van connected to the electrical system at the Valdez Container Terminal.

 Per 24-hour period or less \$22.00

2. The van owner or agent shall report a daily summary to the

- Port of all units connected and disconnected from the electrical
 3. system at the Valdez Container Terminal.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 26	PAGE 17
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4. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

G. PARKING: The following charge will be made for trailers trucked in/trucked out requiring no port services other than storage per 24-hour period or portion thereof:

- a. Charge per unit \$6.00
- b. The van owner or agent shall report to the Port immediately upon arrival.
- c. It shall be the responsibility of the van owner or agent to
- d. provide a report to the Port at the end of each week showing the number of vans and the days served.
- e. Trailers associated with the movement of local seafood logistics shall be exempt.

H. WHARFAGE RATES-APPLICATION: Wharfage rates named below are in dollars and cents per ton of 2,000 pounds, or 40 cubic feet, or 376 pounds per barrel of bulk commodities and apply as follows:

- 1. Traffic handled to or from the Port of Valdez.
- 2. Charges to be assessed on the basis of weight or measurement as manifested by vessel, whichever creates the greater revenue. Where specific commodity rates are shown, the description "Freight NOS, General Merchandise" will apply.
- 3. Minimum charge on any single shipment \$6.00

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 <u>26</u>	PAGE 18
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I. WHARFAGE COMMODITY RATES:

No.	Commodity	Description	Unit	Cost	Note
1	Explosives	Dynamite, gun powder, blasting caps	Per ton	\$18.50	1,2,3
2	Fuel (Vessel)	Liquids, petroleum/products, NOS	Per gallon	\$ 0.05	4,5
3	Freight NOS	Freight not otherwise specified	Per ton	\$ 6.25	
4	Logs	Whole or partial	Per 1,000 board feet	\$ 6.00	
5	Petroleum	Petroleum or petroleum products	Per barrel	\$ 0.15	6
6	Wood Chips	All grades	Per BDU	\$ 1.75	
7	Wood Pulp	Logs	Per ton	\$ 0.55	
<u>8</u>	<u>Sand, Rock, Gravel</u>	<u>Sand, Rock, Gravel of all grades (to include asphalt).</u>	<u>Per Ton</u>	<u>\$3.00</u>	

Notes:

- Explosives shall be handled by special arrangement only.
- Notice shall be given to the Port of Valdez of any vessel carrying explosive cargo at least seventy-two (72) hours in advance of arrival at dock
- Packages or other containers with explosives will be charged at the entire explosive rate for the entire contents of the container regardless of the quantity contained within.
- All petroleum transfer operations are subject to federal and Port rules governing the transfer of liquid bulk petroleum products.
- Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged the fuel tariff rate at the John Thomas Kelsey Municipal Dock.
- Applies to inbound and outbound petroleum products.

J. CARGO HANDLED OVERSIDE: Will be assessed half wharfage, named in this tariff unless otherwise provided herein. Standby time at cost will be assessed against consignee when dock longshoremen are standing by while discharge or loading is made.

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 26	PAGE 19
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K. SECURITY: Security that is required by the owner, shipper, or U.S.C.G. regulation will be provided by the Port and will be assessed per hour at:

- | | |
|---|-----------|
| a. Watchman (unarmed) per person | \$90.00 |
| b. Armed Guard per person | \$150.00 |
| c. Port Security Terminal Full Closure per day | \$3000.00 |
| d. Port Security Terminal Partial Closure per day | \$2000.00 |

In the event unarmed or armed security guard duty is cancelled or postponed less than 24 hours prior to operation start, tariff rates may be applied to the originally scheduled period of service per Rule IV, Paragraph I. Security.

L. STANDBY FIRE APPARATUS

- | | |
|--|----------|
| a. Additional fire protection that is required by the owner, shipper, or by U.S.C.G. regulation will be provided by the Port and will be assessed, per hour per person required at | \$95.00 |
| b. Fire apparatus required, per hour at | \$165.00 |

M. FREE TIME: Free time not to exceed seven (7) days on all freight, cargo or other material stored or in transit unless otherwise negotiated by the Port. Inventory will be taken on Wednesday of every week, and free time shall be considered the period of time between inventories.

N. DEMURRAGE: The charge assessed on cargo remaining in or on Port facilities after the expiration of free time per day shall be:

- | | |
|--|---------|
| a. per square foot (1 st layer only) per month at | \$ 0.30 |
| b. per automobile | \$10.00 |
| c. per piece of heavy machinery including wheeled units | \$35.00 |

O. UPLAND STORAGE: Items accepted for storage:

- | | |
|--|---------|
| a. Storage will be assessed, per square foot per month at | \$0.30 |
| b. Minimum charge for storage per month | \$50.00 |
| c. Storage Items left in place for extended periods of time maybe charged quarterly, or annually at the convenience of the Terminal Manager or his/her designee. | |

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 <u>26</u>	PAGE 20
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P. LOG STORAGE: Assessed monthly:

1. Log storage will be assessed per ton for logs of all grades of logs for the first 120 days at: \$0.05
2. Log storage will be assessed per square foot per month for logs of all grades left on Port property after initial 120 day period at: \$0.10

Q. LICENSE AND PERMIT FEES: License and permits fees for conducting business or handling cargo on the terminal(s) shall be assessed at a fixed rate of \$10.00 per individual to be paid upon each TWIC registration, re-registration, and security brief. New hire employees requiring background checks shall be assessed a fixed rate of \$45.00 per individual. This background fee includes the initial \$10.00 per individual registration fee. All individuals who require escort must notify the FSO Daily.

R. FINES FOR VIOLATIONS:

- a. When the Port is fined as a result of a violation of federal regulations, such cost of the fine shall be paid by the firm or individual responsible for the violation. Any person or firm who violates terminal rules and regulations, or provision of this tariff, shall be subject to a fine of up to \$1,000 per violation at the discretion of the Terminal Manager plus the full cost of any fine resulting from a violation of federal regulations. Additionally the firm or individual may be assessed a fee of \$75.00 per staff hour, for time lost associated with the violations.
- b. Failure to submit timely and accurate manifests and berthing requests shall be subject to a fine of up to \$25.00 per day at the discretion of the Terminal Manager.

S. MAINTENANCE/ADMINISTRATIVE CALL OUT CHARGE: When the Port shall be asked to require maintenance or administrative staff for the purposes of meeting operational or infrastructure requirements, a fee of \$65.00 per hour, per person, shall be charged to the person requesting such personnel. A minimum charge of two (2) hours shall be applied regardless of the length of time staff are utilized.

T. SCALE FEE: A fee of \$10.00 shall be assessed for each vehicle requiring scale services.

U. TEMPORARY OFFICE SPACE FEE: A fee of \$100.00 per day per office.

V. PORTABLE RESTROOM FEE: A fee of \$100.00 per day or \$500 per month.

PORT OF VALDEZ
P.O. BOX 787
VALDEZ, ALASKA 99686
PHONE: (907) 835-4564

TERMINAL
TARIFF
NO.
100- ~~24~~26

PAGE
21

X. PORT PERMITS, AGREEMENTS, AND CHARGES:

1. Stevedoring Services Permit negotiated by contract.
2. Special use Permit Approved by Valdez City Council on individual basis.
3. Building Lease Agreement will be 10% of the Appraised Value, unless otherwise negotiated by contract.
4. Communications Site Agreements will be negotiated by contract.
5. Special Use Agreements shall be approved by Valdez City Council on an individual basis.

Y. JOHN THOMAS KELSEY MUNICIPAL DOCK UPLAND FEES:

- a. Rental for Plaza or Parking Lot \$100 1-4 hours
- b. Rental for Plaza or Parking Lot \$300 4-24 hours
- c. Rental for Plaza or Parking Lot Commercial Rate \$300 1-4 hours
- d. Rental for Plaza or Parking Lot Commercial Rate \$600 4-24 hours
- e. Overhead Plaza Heaters \$50 1-4 hours
- f. Overhead Plaza Heaters \$100 4-24 hours

Z. CRUISE SHIP HEAD FEE: A head fee of \$3.00/cruise ship passenger starting January 1, 2025.

APPENDIX-MISCELLANEOUS INFORMATION

Metric Equivalents and Metric Conversion Tables

The metric equivalents and conversion tables are to be employed in determination of charges assessed in this tariff.

<u>U.S. Equivalent</u>		<u>Metric Equivalent</u>	
1.0	Pound	0.4536	Kilogram
2.2046	Pounds	1.0	Kilogram
100.0	Pounds (US-CWT)	45.359	Kilograms
2,000.0	Pounds (Short Ton)	907.2	Kilograms
2,204.6	Pounds	1,000.0	Kilograms (1 Metric Ton)
2,240.0	Pounds (Long Ton)	1,016.04	Kilograms
1.0	Inch	2.54	Centimeters
1.0	Foot	0.3048	Meter
1.0	Yard	0.9144	Meter
3.2808	Feet	1.0	Meter
1.0	Square Foot	0.0929	Square Meter
10.76	Square Feet	1.0	Square Meter
1.0	Cubic Foot	0.0283	Cubic Meter
35.3147	Cubic Feet	1.0	Cubic Meter
40.0	Cubic Feet	1.1327	Cubic Meters
1.0	Barrel (42 Gallons)	158.9873	Liters

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 26	PAGE 23
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Metric Conversion Table

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>	
Kilograms	Pounds	Pounds	X 0.4536
Pounds	Kilograms	Kilograms	X 2.2046
Metric Tons	Short Tons	Short Tons	X 0.9072
Metric Tons	Long Tons	Long Tons	X 1.0160
Short Tons	Metric Tons	Metric Tons	X 1.1023
Long Tons	Metric Tons	Metric Tons	X 0.9842
Cubic Meters	Measurement Tons (40 Cubic Feet)	Measurement Tons	X 1.1330
Measurement Tons (40 Cubic Feet)	Cubic Meters	Cubic Meters	X 0.8830
Square Feet	Square Meters	Square Meters	X 10.76
Square Meters	Square Feet	Square Feet	X 0.0929
Cubic Feet	Cubic Meters	Cubic Meters	X 35.3147
Cubic Meters	MBF (Thousand Board Feet)	MBF	X 2.3597
MBF (Thousand Board Feet)	Cubic Meters	Cubic Meters	X 0.4238
Acres	Hectares	Hectares	X 2.47
Hectares	Acres	Acres	X 0.405
Miles	Kilometers	Kilometers	X 0.62
Kilometers	Miles	Miles	X 1.609

CONVERSION TABLE

Kilos	Pounds	Kilos	Pounds	Kilos	Pounds
1	2.2046	100	220.46	10,000	22,046
2	4.4092	200	440.92	20,000	44,092
3	6.6138	300	661.38	30,000	66,138
4	8.8184	400	881.84	40,000	88,184
5	11.0230	500	1,102.30	50,000	110,230
6	13.2276	600	1,322.76	60,000	132,276

PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 24 <u>26</u>	PAGE 24
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7	15.4322	700	1,543.22	70,000	154,327
8	17.6368	800	1,763.68	80,000	176,368
9	19.8414	900	1,984.14	90,000	198,414
10	22.0460	1,000	2,204.6	100,000	220,460
20	44.0920	2,000	4,409.2	200,000	440,920
30	66.1380	3,000	6,613.8	300,000	661,380
40	88.1840	4,000	8,818.4	400,000	881,840
50	110.2300	5,000	11,023.0	500,000	1,102,300
60	132.2760	6,000	13,227.6	600,000	1,322,760
70	154.3220	7,000	15,432.2	700,000	1,543,270
80	176.3680	8,000	17,636.8	800,000	1,763,680
90	198.4140	9,000	19,841.4	900,000	1,984,140

HOW TO USE THIS TABLE

To Convert 546,224 Kilos to Pounds:

To Convert 546,224 Pounds to Kilos:

546,224 Kilos
 x 2.2046
 1,204,205.4304 Pounds

500,000 1,102,300.0
 40,000 88,184.0
 6,000 13,227.6
 200 440.92
 20 44.092
 4 8.8184
 TOTAL 1,204,205.4304 Pounds
 Kilos

OR

546,224 Pounds
 x .4536
 247,767.206 Kilos

500,000 226,800.0
 40,000 18,144.0
 6,000 2,721.6
 200 90.72
 20 9.072
 4 1.8144
 TOTAL 247,767.2064

OR

CONVERSION TABLE

Pounds	Kilos	Pounds	Kilos	Pounds	Kilos
1	0.4536	100	45.36	10,000	4,536
2	0.9072	200	90.72	20,000	9,072
3	1.3608	300	136.08	30,000	13,608
4	1.8144	400	181.44	40,000	18,144
5	2.2680	500	226.80	50,000	22,680
6	2.7216	600	272.16	60,000	27,216
7	3.1752	700	317.52	70,000	31,752
8	3.6288	800	362.88	80,000	36,288
9	4.0824	900	408.24	90,000	40,824
10	4.5360	1,000	453.6	100,000	45,360
20	9.0720	2,000	907.2	200,000	90,720
30	13.6080	3,000	1,360.8	300,000	136,080
40	18.1440	4,000	1,814.4	400,000	181,440
50	22.6800	5,000	2,268.0	500,000	226,800
60	27.2160	6,000	2,721.6	600,000	272,160
70	31.7520	7,000	3,175.2	700,000	317,520
80	36.2880	8,000	3,628.8	800,000	362,880
90	40.8240	9,000	4,082.4	900,000	408,240

END OF TARIFF



Legislation Text

File #: RES 26-0006, **Version:** 1

ITEM TITLE:

#26-06 - Endorsing Prince William Sound Regional Citizens' Advisory Council for Recertification by the U.S. Coast Guard

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution #26-06 endorsing Prince William Sound RCAC for recertification by the U.S. Coast Guard.

SUMMARY STATEMENT:

Each year the U.S. Coast Guard is required to review the certification of the Prince William Sound Regional Citizens' Advisory Council (PWSRCAC) under the Oil Pollution Act of 1990. Every three years, of which this is one, a more extensive application process is conducted, followed by a public comment period.

In November, PWSRCAC submitted their application for review and the public comment period has now opened. It is extremely important that the USCG hears from member organizations, partners, and the public during this process. Since the establishment of the Prince William Sound Regional Citizens' Advisory Council, the City of Valdez has supported PWSRCAC by providing the U.S. Coast Guard with a resolution recommending recertification.

Following approval by Council, the City Clerk will submit this resolution to the U.S. Coast Guard prior to the February 15th deadline.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 26-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ENDORSING THE PRINCE WILLIAM SOUND REGIONAL CITIZENS' ADVISORY COUNCIL FOR RECERTIFICATION BY THE U.S. COAST GUARD

WHEREAS, the Prince William Sound Regional Citizens' Advisory Council (RCAC) is seeking recertification as the alternate voluntary advisory group for Prince William Sound as set forth in the Oil Pollution Act of 1990; and

WHEREAS, the City Council of the City of Valdez is familiar with specific projects which the Prince William Sound RCAC has been involved in and contributed to in a positive manner that benefit the residents of the City of Valdez; and

WHEREAS, the Prince William Sound RCAC oil spill response operations program monitors the operational readiness of Alyeska's Ship Escort Response Vessel System and the tanker companies, and through participation in major Prince William Sound oil spill drills, training and exercises assures that the council itself is prepared to respond to oil spills and other emergencies; and

WHEREAS, the Prince William Sound RCAC contributes to the prevention of oil spills and plans for spill response through the review of and input into the contingency oil spill prevention and response plans for the Valdez Marine Terminal and TAPS shippers; and

WHEREAS, the Prince William Sound RCAC continues their Long-Term Environmental Monitoring Program (LTEMP) which monitors hydrocarbon pollution and impacts from the terminal and tankers in the Exxon Valdez oil spill region; and

WHEREAS, Prince William Sound RCAC maintains two weather buoys in Port Valdez, which have been collecting data for six years: one near the Valdez Marine Terminal, the other near the Valdez Duck Flats These buoys improve understanding of weather conditions in Port Valdez that could affect marine vessel safety and movement of spilled oil, as well as help with decisions regarding the timing of protecting environmentally sensitive sites in the area; and

WHEREAS, the Prince William Sound RCAC devotes considerable effort to monitoring drills, exercises, and training events, as well as the responses to actual incidents, which fortunately are relatively rare in Prince William Sound. Staff often participate as members of drill planning teams along with ADEC, USCG, and industry. When significant spills occur, Council staff, Board members, and volunteers work with Alyeska staff to understand why they occurred and how Alyeska would prevent similar incidents in the future; and

WHEREAS the Prince William Sound RCAC continues to monitor piping and tank inspection work and advocate for increased frequency and increased technical rigor regarding the maintenance of aging terminal piping and storage tanks and other associated crude oil infrastructure; and

WHEREAS, Prince William Sound RCAC works collaboratively with the City of Valdez to ensure the adequacy of secondary containment liners for crude oil storage tanks at the Valdez Marine Terminal to protect ground and surface water from contamination in the event of an oil spill. RCAC continues to coordinate with Alyeska and the City of Valdez as part of the ADEC's established confer process as this issue moves forward; and

WHEREAS, Prince William Sound RCAC participated in a workgroup that helped develop a legislative solution to allow the current fleet of vessels contracted by Alyeska's Ship Escort Response Vessel System, or SERVS, to remain in their spill prevention and response system. This legislative solution was included in the new National Defense Authorization Act (NDAA) passed by Congress in 2025; and

WHEREAS, Prince William Sound RCAC works with industry and regulators to ensure response readiness, evaluate risks, and propose solutions with the primary goal to prevent complacency in the oil industry and government agencies so that it shall never become a factor in a future oil spill.

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

The Valdez City Council hereby encourages the U.S. Coast Guard to recertify the Prince William Sound RCAC as the alternative voluntary advisory group as set forth in the Oil Pollution Act of 1990.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 20th day of January, 2026.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: RES 26-0007, **Version:** 1

ITEM TITLE:

#26-07 - Amending the City of Valdez Employee Personnel Regulations

SUBMITTED BY: Rhea Cragun, Human Resources Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve amendments to the City of Valdez Employee Personnel Regulations

SUMMARY STATEMENT:

As part of the annual review of the City of Valdez Personnel Regulations, staff have identified sections requiring additional clarification and supplemental guidance. In addition, input from the City's emergency service departments (Fire and Police), along with employee feedback received through the Employee Resource Team (ERT), has resulted in proposed policy updates. These revisions are intended to improve clarity, strengthen understanding of expectations and benefits, and enhance overall working conditions.

For details of changes please refer to the attached document: Personnel Regulations Recommended Changes for 2026

A brief summary follows:

- Multiple sections have been modified for clarity and to capture current practices:
 - 6.6.03 Promoted Employees: Adding clarification to existing practices when an employee is promoted but for a non-disciplinary reason is returned to prior position.
 - 6.7 Performance Evaluations: Simplifying the language and removing redundancies
 - 6.9 Timekeeping: Clarifying use of PTO/Comp time impact on overtime
 - Sections 6.10, 6.13, 7.1.01, and 7.1.03: Adding clarity and referencing Emergency Services Exceptions in Appendix C

- 7.2 Administrative Leave: Clarification of how and when City Manager approved Administrative leave can be used
- Sections: 7.2.02, 7.3, 7.4, and 7.5: Clarifying calculations of various leaves and referencing Emergency Services Exceptions in Appendix C
- 8.4 Education Assistance Training: Change of threshold due to IRS changes
- Two new policies have been added to enhance benefits and improve work-life harmony:
 - Sections 7.6.02: Paid Maternal Leave
 - Section 7.6.03: Paid Parental Leave
- Appendix C has been added: Emergency Services Exceptions and Alternatives to the Personnel Regulations.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 26-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, AMENDING THE CITY OF VALDEZ PERSONNEL
REGULATIONS

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

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

WHEREAS, Resolution No. 25-02 adopted the most recent version of the Personnel Regulations in 2025; and

WHEREAS, the Employee Relations Team was involved in the formulation of this document, and all city employees were given opportunities for review and input.

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

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

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

Section 3. This Resolution and the amended Valdez Personnel Regulations as attached shall become effective upon the date of approval by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 20th day of January, 2026.

CITY OF VALDEZ ALASKA

ATTEST:

Dennis Fleming, Mayor

Sheri L. Pierce, MMC, City Clerk



City of Valdez Employee Personal Regulations Recommended Changes for 2026

The following changes in the existing Personnel Regulations are recommended:

Section	Change	Comments
6.6.03 Promoted Employees	<p>During the first 90 days of the introductory period following a promotion, an employee may be returned to their previous position (or an equivalent position) if available—upon the request of either the employee or the Department Head, and with review and approval by the City Manager. Such reassignment must be for non-disciplinary reasons. The employee will return to their prior pay range and step. Any scheduled step increases the employee would have received had they not accepted the promotion may be considered during the reassignment process.</p>	<p>Adding this paragraph to clarify existing practices when an employee is promoted but for a non-disciplinary reason is returned to prior position.</p>
6.7 Performance Evaluation	<p>The following rating categories shall be indicated for each performance criteria set forth on the performance evaluation form:---</p> <p>Performance rating categories will be detailed on a scale to include Exceeds Expectations (highest rating) to Needs Improvement (lowest rating). The rating scale and definitions will be included in the performance review system. An overall rating of Needs Improvement may require a Performance Improvement Plan (PIP) or progressive counseling as described in section 6.15.</p>	<p>Removal of detailed rating scale redundancy. The details and definitions are already included in the Performance Management system. Will allow for refinement of the rating scale as we refine and improve our performance management process.</p>
6.9 Timekeeping	<p>Holiday, Personal Leave (PTO) and Compensatory Time hours shall count as “hours worked”. However, PTO and Compensatory Time hours shall not be used to intentionally move an employee overtime. PTO and Compensatory time will be paid at straight time.</p> <p>-----</p> <p>For emergency service employees (Fire and Law Enforcement) with non-standard schedules please reference Appendix C.</p>	<p>Clarifying that PTO or Compensatory time can not be taken for the sole purpose of receiving overtime for hours not worked.</p> <p>-----</p> <p>Clarifying how work overtime is calculated and identifying emergency services variations in Appendix C</p>

6.10 Work Schedules	<u>Workday:</u> A typical office hours full time work schedule for hourly employees is 7.5 hours (8.5 hours per day 8:30 a.m. to 5 p.m. with a one-hour non-paid bona fide meal period to be taken mid-schedule). Departmental needs may require nonstandard schedules as determined by the Department Director. For emergency service employees (Fire and Law Enforcement) with non-standard schedules please reference Appendix C	Clarifying how work schedules are calculated and identifying emergency services variations in Appendix C
6.10.01 Work Week	For emergency service employees (Fire and Law Enforcement) with non-standard schedules please reference Appendix C	Clarifying how work schedules are calculated and identifying emergency services variations in Appendix C
6.10.02 Work Schedules Variation	For emergency service employees (Fire and Law Enforcement) with non-standard schedules please reference Appendix C	Correcting section name and clarifying how work schedules are calculated and identifying emergency services variations in Appendix C
6.12 Overtime	For emergency service employees (Fire and Law Enforcement) with non-standard schedules please reference Appendix C.	Clarifying how work overtime is calculated and identifying emergency services variations in Appendix C
6.12.01 Call out Pay		Adding paragraph number for better reference and clarification
6.12.02 On-Call Pay		Adding paragraph number for better reference and clarification
6.13 Compensatory Time	For emergency service employees (Fire and Law Enforcement) with non-standard schedules please reference Appendix C.	Clarifying Compensatory Time is calculated for emergency services and referencing variations in Appendix C
7.1.01 The PTO Accrual Rate	[Rounding PTO Accrual rates to two decimals] ----- For emergency service employees (Fire and Law Enforcement) with non-standard schedules please reference Appendix C.	Rounding to two decimals rather than four for clarity and easier calculations ----- Clarifying accrual rates for emergency services and referencing variations in Appendix C

<p>7.1.03 Request and Use of PTO / Compensatory Time</p>	<p>When used for vacation purposes, No more than 150 consecutive hours of PTO and/or Compensatory Time will be taken without the City Manager’s approval. Employees whose leave request will result in less than 75 hours (80 hours for 40-hour workweek Employees) PTO or Compensatory Time must have director review and approval.</p> <p>-----</p> <p>For emergency service employees (Fire and Law Enforcement) with non-standard schedules please reference Appendix C.</p>	<p>Clarifying that Department Directors must approve time off if it will result in a decrease in minimum balance below this threshold.</p> <p>-----</p> <p>Clarifying PTO rates and request process for emergency services and referencing variations in Appendix C</p>
<p>7.2 Administrative Leave</p>	<p>Administrative leave shall be applied only to an employee’s regularly scheduled work hours and shall not be used to create or increase overtime eligibility. Administrative leave approved for a specific date or dates may be used only on the designated date(s). Employees who are not scheduled to work on the designated date(s) are not eligible to receive administrative leave for that time.</p>	<p>Clarification of how and when City Manager approved Administrative leave can be used</p>
<p>7.2.02 Volunteer Leave</p>	<p>... the City will grant up to 8 hours one regular scheduled work period annually, Jan. 1 through Dec. 31 to each Regular Full-Time City Employee to be used as Volunteer Leave... Volunteer Leave will also be granted to Regular Part-Time Employees on a prorated basis...</p>	<p>Changing refence to hours granted to an employee “regular scheduled work period” for constancy regardless of normal hours scheduled.</p>
<p>7.3 Holidays</p>	<p>For Police and Fire Employees who work non-traditional schedules refer to the Department policy. For emergency service employees (Fire and Law Enforcement) with non-standard schedules please reference Appendix C.</p> <p>-----</p> <p>A holiday occurring during approved PTO shall not be counted as a day of such leave and shall be paid holiday pay.</p>	<p>Clarifying how holidays will be calculated for emergency services and referencing variations in Appendix C</p> <p>-----</p> <p>Clarifying how holiday and PTO time will work if holiday falls on a personal day off.</p>
<p>7.4 Bereavement Leave</p>	<p>The City will provide three days of paid consecutive workdays (equivalent to the employee’s normal work period) of bereavement leave.</p>	<p>Changing refence to work “days” granted to an employees to “work period” for constancy regardless of normal hours scheduled. Also clarifying the Bereavement will be consecutive work periods</p>

7.5 Military Leave	For extended military leave of over 75 hours the equivalent of one pay period	Changing refence to hours “equivalent of one pay period” for constancy regardless of normal hours scheduled.
7.6 Family Medical Leave	<p>Multiple changes:</p> <p>C) The 18-week and 12-week periods run concurrently. Use of Paid Medical Administrative Leave, Maternity Leave, Parental Leave, accrued PTO and Compensatory Time will run concurrently with FMLA/AFLA.</p> <p>D) Employees requesting Family Medical Leave will first exhaust City Paid FMLA-Medical Administrative Leave, Maternal and Parental Leave if applicable,</p> <p>-----</p> <p>Requesting Leave; Returning from Leave; and Benefits and Health Insurance Coverage.</p>	<p>Adding Maternal Leave and Parental Leave (See next section for verbiage)</p> <p>-----</p> <p>Re-arranges the following sections: Requesting Leave, Returning from Leave, and Benefits and Health Insurance Coverage. No change to the current verbiage</p>
7.6.01 Paid-FMLA Medical Administrative Leave	<p>In addition to the FMLA benefits provided by law, the City will pay Employees up to a total of 75 hours (80 hours for salary Employees) per calendar year-rolling 12 month-period (according to the rolling backward method) at the Employee’s regular rate of pay during an FMLA qualifying event. Available Paid FMLA Medical Administrative Leave will be applied at the start of approved FMLA/AFLA Leave, after which Maternity Leave and Parental leave will be applied if applicable, then PTO and Compensatory Time or leave without pay will be applied for the duration of the FMLA qualifying event. This provides Employees with an additional financial safety net during an FMLA qualifying event. For emergency service employees (Fire and Law Enforcement) with non-standard schedules please reference Appendix C.</p>	<p>Change of title from Paid FMLA to Paid Medical Administrative Leave – For clarity and differentiation for FMLA vs. Paid Leave</p> <p>-----</p> <p>Changing from a calendar year to the rolling look back year used for all other FMLA/AFLA guidelines</p> <p>-----</p> <p>Clarifying process for emergency services and referencing variations in Appendix C</p>
7.6.02 Paid Maternal Leave	<p>The City of Valdez will provide up to four (4) weeks of paid Maternal Leave per rolling 12 month-period (according to the rolling backward method) to the mother following the birth of a child (multi births will be treated as a single event). This policy will run concurrently with Family and Medical Leave Act (FMLA) and Alaska Family Leave Act (AFLA) leave, as applicable. Maternal Leave will begin at the date of birth.</p>	<p>New section providing 4 weeks paid leave for the mother giving birth to a child</p>

7.6.03 Paid Parental Leave	The City of Valdez will provide up to two (2) weeks of paid Parental Leave per rolling 12 month-period (according to the rolling backward method) to employees following the birth of an employee’s child or the placement of a child with an employee in connection with adoption or foster care (multi births or placements will be treated as a single event). The purpose of paid Parental Leave is to enable an employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) and Alaska Family Leave Act (AFLA) leave, as applicable. Paid Parental Leave may be used any time within 12 months after the qualifying event.	New section providing 2 weeks paid leave for the bonding as a result of birth, adoption, or foster placement
7.6.04 FMLA Military Leave		Change of numbering due to new sections
7.6.05 Infectious Disease Control Policy		Change of numbering due to new sections
8.4 Educational Assistance and Training	<p>This program is subject to annual appropriation. Therefore, requests for educational assistance must be made by Aug. 31 to include related the expenditures must be included in draft departmental budgets submitted for the following fiscal year.</p> <p>Regular Full-Time Employees who have completed 18 months of continuous service with the City are eligible to receive educational reimbursement in accordance with the City Educational Assistance policy.</p> <p>Reimbursement will be limited to no more than \$2,500 \$5,250 per fiscal year per individual Employee based on the following criteria...</p>	Change of threshold due to IRS changes
Appendix B - Definitions	<p>“Work Period Days” is defined as normal hours scheduled for the position (excluding Overtime hours).</p> <p>“Working Days, Nonstandard” Department Directors of departments that required 24/7 coverage or have multiple or non-standard shifts may establish nonstandard working days for the purpose of scheduling, and coverage.</p>	Changing for verbiage that implies a standard 5 day work week and 7.5 (8) hour day to “Work Period” in order to better represent all schedules regardless of actual schedule assignment
Appendix C: Emergency Services Exception and Alternatives	See Attached Document	Specific variations and exceptions called out to capture actual application of the regulations to non-standard work schedules

APPENDIX C: Emergency Services Exceptions and Alternatives

Emergency Services employees shall be governed by and remain subject to all City Personnel Regulations. Any authorized exceptions, modifications, or alternative provisions applicable to Emergency Services are expressly set forth in this Appendix. Specific procedural and operational requirements are addressed in the applicable departmental policies and procedures.

6.9 Time Keeping:

For essential services that require continuous (24/7) coverage or minimum staffing, overtime will be calculated on all hours worked outside the employee's regularly scheduled shift, irrespective of any use of PTO or compensatory time.

6.10 Work Schedules:

Fire Department Schedules

- The fire department currently operates under a modified Kelly Shift schedule with a sleep time waiver. Shifts consist of 24.5 hours, and a tour of duty consists of three shifts within a nine (9) day period.

Police Department Schedules

- Police: 84 hours in pay period – 12-hour days 7 days per week with one week on and one week off each pay period.
 - Some special assignments, such as School Resource officer, may have a modified schedule.
 - Shift brief for Senior Officer on shift: the Ranking or Senior Officer staying late to conduct a shift briefing will add 5 minutes OT worked to their timecard per day and add 10 minutes OT for the day of shift briefing / Week in Review.
- Public Safety: 75 hours in a pay period – 6 days at 10.7 hours and 1 day at 10.8 hours working 7 days per week with one week on and one week off each pay period.
- Animal Control: 75 hours in a pay period – Standard work schedule (37.5 hours per week)

6.12 Overtime:

In accordance with FLSA rules:

Fire Department

Overtime for non-exempt fire department employees will be calculated on any hours worked outside the employee's regularly scheduled shift.

Police Department

Overtime for non-exempt law enforcement officers will be anything over the assigned work period in the pay period

- For police anything over 84 hours in a pay period
- For Public Safety and Animal Control anything over 75 hours in a pay period

6.13 Compensatory Time:

Hourly employee, if authorized by the Department Chief, can choose to receive Compensatory Time in lieu of overtime payment based on the assigned work period as listed above.

7.1.01 The PTO accrual rate

Accrual rate for work schedule: Fire Departments (Calculated at 80 hours per pay period)

- A) 7.38 hours for each bi-weekly pay period for Employees with less than two (2) years of service).

- B) 8.31 hours for each bi-weekly pay period for Employees with more than two (2) years but less than five (5) years of service).
- C) 9.23 hours for each bi-weekly pay period for Employees with more than five (5) but less than ten (10) years of service).
- D) 12.00 hours for each bi-weekly pay period for Employees with more than ten (10) years of service

Accrual rate for work schedule: Police Officers (Calculated at 84 hours per Pay Period)

- A) 7.75 hours for each bi-weekly pay period for Employees with less than two (2) years of service).
- B) 8.72 hours for each bi-weekly pay period for Employees with more than two (2) years but less than five (5) years of service).
- C) 9.69 hours for each bi-weekly pay period for Employees with more than five (5) but less than ten (10) years of service).
- D) 12.6 hours for each bi-weekly pay period for Employees with more than ten (10) years of service

7.1.03 Request and use of PTO/Compensation Time

Fire Department Leave request expectations

It is the intent of the department to provide for a fair and structured leave procedure. Considering factors for granting leave will be staffing needs, mandatory training, and fire deployments

Priority Leave The City requires each employee to use a minimum 75/112.5 hours of leave per year. Therefore, each employee will have access to 75 hours of priority leave within each calendar year. Priority leave will be applied for in advance of upcoming calendar year.

Additional leave requests will be applied for by quarters.

- 1st Quarter – 1/1 through 3/31 leave request due by 12/15
- 2nd Quarter – 4/1 through 6/30 leave request due by 3/15
- 3rd Quarter – 7/1 through 9/30 leave request due by 6/15
- 4th Quarter – 10/1 through 12/31 leave request due by 9/15

Law Enforcement Leave Request Expectations

It is the intention of the department to provide its employees with a fair and structured leave procedure. This procedure emphasizes pre-planning and communication with fellow employees for vacations and other time off.

Priority Leave The City of Valdez requires each employee to use a minimum of 75/112.5 hours of leave per year depending on their accrual rate. The Valdez Police Department recognizes this requirement. Therefore, each Officer will have access to 84 hours of priority leave within each calendar year.

All leave requests Must be made in the department’s scheduling software at least one month before the start of a new quarter. Due dates for each quarter during a calendar year are as follows:

- 1st Quarter: December 1st
- 2nd Quarter: March 1st
- 3rd Quarter: June 1st
- 4th Quarter: September 1st

Longevity Leave Allowance Program Police Officers who meet the following service milestones with the Valdez Police Department are eligible for the Longevity Leave Allowance as follows:

- 10 and 15 Year Anniversary Sworn Officers are eligible to take up to 3 consecutive weeks of accrued leave (up to 252 hours).
- 20, 25 and 30 Year Anniversary Sworn Officers are eligible to take up to 4 consecutive weeks of accrued leave (up to 336 hours).

7.3 Holidays:

For Fire and Police department employees the half day holiday will be calculated as half of the scheduled work period (excluding overtime).

Employees, at the Department Chief's approval, can utilize the holiday any day within 30 days before or after the holiday. However, holidays must be used in the year they occur so, for December 24 and 25 the holidays must be used by December 31 and for January 1, the holiday cannot be taken in the prior year. Hourly employees may choose to receive Compensatory Time equivalent to regular pay with Chief approval.

For the sake of timekeeping for Police and Fire employees that need to be scheduled on a 24-hour cycle, the holiday will begin at the corresponding start time of the employees' work period.

Employees who work the holiday will receive holiday pay as such: Time and one half for the hours actually worked and straight time for Holiday pay; equaling a total of up to 2.5 times regular pay for the work period.

7.6.01 Paid Medical Administrative Leave:

For Paid Medical Administrative leave the equivalent of a pay period will be calculated as such:

- Non-Exempt Emergency Service Fire Department Employees: 80 hours
- Police officers: 84 hours
- Public Safety and Animal Control: 75 hours



Legislation Text

File #: RES 26-0008, **Version:** 1

ITEM TITLE:

#26-08 - Authorizing Execution of Estoppel and Agreement with Silver Bay Seafoods-Valdez, LLC

SUBMITTED BY: Nicole Chase, Senior Planner

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve resolution #26-08 authorizing execution of Silver Bay Seafoods-Valdez, LLC Estoppel and Agreement

SUMMARY STATEMENT:

Silver Bay Seafoods-Valdez, LLC has requested that the City execute an Estoppel Agreement to facilitate Silver Bay obtaining financing from AgWest Farm Credit, PCA. These documents provide the lender with certain assurances, interests, and rights regarding the leases between the City of Valdez and Silver Bay Seafoods-Valdez, LLC, and the improvements Silver Bay has constructed on the leased premises, which will serve as security to the lender. The leases are shown in Exhibit B of the attached Estoppel Agreement (Tract L Harbor Subdivision, Tract C Harbor Subdivision, Tract F Harbor Subdivision, Tract T Harbor Subdivision, and a Portion of USS 495 Dock).

VMC 4.08.180 requires City Council approval for execution of Estoppel Agreements for the leased properties between the City of Valdez and Silver Bay Seafoods-Valdez, LLC shown in Exhibit B of the attached Estoppel Agreement.

CITY OF VALDEZ, ALASKA

RESOLUTION #26-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AUTHORIZING EXECUTION OF ESTOPPEL AND AGREEMENT BETWEEN CITY OF VALDEZ AND SILVER BAY SEAFOODS-VALDEZ, LLC

WHEREAS, Silver Bay Seafoods-Valdez, LLC (“Silver Bay”) has requested that the City of Valdez (“City”) execute an Estoppel and Agreement (Appendix A), in order to facilitate Silver Bay obtaining financing from AgWest Farm Credit, PCA (“Lender”); and

WHEREAS, the Estoppel and Agreement provides the Lender with certain assurances, interests, and rights with regard to the 225/221 S. Harbor Drive (Tract L), 222 S. Harbor Drive (Tract F), 219 S. Harbor Drive (Tract C), 219 S. Harbor Drive (39,376 SF Portion of USS 495), and 229 S. Harbor Drive (Tract T) leases, as more specifically described in Exhibit B to the Estoppel and Agreement, and the improvements Silver Bay has constructed or otherwise owns on the leased premises, which will serve as security to the Lender; and

WHEREAS, the Estoppel and Agreement modifies the rights and responsibilities set forth in the leases and allows the Lender to exercise the rights of Silver Bay in the event of default; and

WHEREAS, the City’s execution of the Estoppel and Agreement will facilitate the funding of Silver Bay’s operations within the City; and

WHEREAS, the City has previously executed such agreements for other leases with Silver Bay, most recently by Resolution No. 23-39; and

WHEREAS, the City desires to execute the Estoppel and Agreement as reflected in Appendix A.

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

The City Council authorizes execution of the Estoppel and Agreement in a form substantially similar to the attached Appendix A.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2026.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

LESSOR ESTOPPEL AND AGREEMENT

WHEREAS, the City of Valdez (hereinafter "Landlord"), with a mailing address of P.O. Box 307, Valdez, Alaska 99686, has heretofore leased certain lands described on Exhibit A attached hereto (hereinafter the "Premises") to Silver Bay Seafoods-Valdez, LLC, an Alaska limited liability company (hereinafter "Tenant") pursuant to the agreements of lease described on Exhibit B (as same may have been amended, modified, substituted or extended, hereinafter each, a "Lease", and collectively, the "Leases");

WHEREAS, Tenant has obtained from AgWest Farm Credit, PCA, a production credit association organized and existing under the laws of the United States, in its capacity as Administrative Agent, with a mailing address of 2001 S Flint Road, Spokane, Washington 99224-9198, Attention: Legal Division (hereinafter "Lender") credit facilities in the amount of \$460,000,000.00 (hereinafter the "Loan") secured by a first leasehold deed of trust upon Tenant's interest as tenant under the Lease in the Premises (the "Leasehold Mortgage"); and

WHEREAS, Lender is unwilling to make the Loan unless certain agreements are made with Lender with respect to Lender's rights as the holder of the Leasehold Mortgage,

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord hereby certifies to and agrees with Lender as follows:

1. Landlord hereby consents to the granting by Tenant of a mortgage on Tenant's interest pursuant to the Leases to Lender. Such mortgage shall not constitute a lien on Landlord's fee interest in the property and shall be limited exclusively to Tenant's interest as set forth in the Leases.

2. Landlord covenants and agrees that Landlord is not permitted, in the absence of an uncured default of Tenant under the Leases, to disturb the possession, interest or quiet enjoyment of Tenant or any subtenant of the Tenant, or in any manner, which would adversely affect the security provided in the Leasehold Mortgage.

3. Landlord hereby agrees that the Leases shall not be modified, amended or altered without the prior written consent of Lender, and that any such action taken without Lender's consent shall not be binding on Tenant or Lender.

4. Landlord hereby covenants and agrees that, in the event that any Lease is terminated for any reason including, without limitation, as a result of a rejection of such Lease in a bankruptcy proceeding, upon Lender's request, Landlord shall enter into a new lease with Lender and such new lease shall be upon the same terms and conditions of the unexpired term of such Lease immediately prior to such termination.

5. Landlord hereby confirms with respect to the new lease referred to in paragraph 4 above that, should Lender become the tenant under a new lease:

(a) title to all improvements now owned by Tenant situate on the Premises shall automatically vest in Lender; and

(b) Landlord shall promptly assign to Lender all subleases under which the tenants have attorned, with the consent of Lender to Landlord.

6. Landlord hereby covenants and agrees that the Leasehold Mortgage shall not be subject or subordinate to any mortgage encumbering the fee estate of the Premises.

7. Landlord hereby covenants and agrees that Landlord shall deliver to Lender written notice of any default by Tenant under any Lease simultaneously with sending such notice to Tenant and that no notice of default given to Tenant, and no exercise of any remedy by Landlord as a result of any such default, shall be effective unless such notice shall have been delivered to Lender. Landlord hereby further covenants and agrees that Lender shall have the right, but not the obligation, to cure any default by Tenant under such Lease and Lender shall be afforded (a) 60 days to cure any such default or (b) in the event that any such default cannot, with reasonable diligence, be cured within 60 days, such longer period, not to exceed one year from the date of the notice of default, as may be required to complete such cure including, without limitation, such time as may be required for Lender to gain possession of Tenant's interest under such Lease, provided that Lender notifies Landlord of its intention to cure such default and Lender promptly commences and diligently pursues such cure to completion. Landlord shall not terminate the lease or accept a surrender of the Premises unless an event of default remains uncured upon expiration of the time periods set forth in this paragraph.

8. Landlord hereby agrees that Tenant shall have the right to assign or sublet Tenant's interest under the Leases to Lender, its successor or assign with consent of Landlord, such consent not to be unreasonably withheld or delayed, and in the event Tenant's interest under the Leases is so assigned or sublet to Lender, its successor or assign (as applicable, the "Assignee"), such Assignee shall have the right to further assign or sublet the Tenant's interest in the Leases with consent of Landlord, such consent not to be unreasonably withheld or delayed.

9. Landlord hereby covenants and agrees that Lender shall be entitled to participate in any settlement regarding insurance or condemnation proceeds or awards, to collect and hold any such proceeds or awards and to determine and direct whether any such proceeds or awards are made available for the restoration of the Premises or are applied to the repayment of the Loan.

10. Landlord hereby agrees that Lender shall have the right, pursuant to the terms of the Leases, to exercise any option to renew the term of the Lease or any option to purchase the Premises, if the Tenant shall fail to exercise any option to so extend or purchase.

11. Landlord hereby certifies as follows:

(a) Landlord is the owner of the fee simple estate in the Premises and is the landlord under the Leases.

(b) Tenant is the owner of the leasehold estate in the Premises and is the tenant under the Leases.

(c) The Leases are in full force and effect in accordance with its terms and have not been further assigned, supplemented, modified or otherwise amended except as set forth in Exhibit B attached hereto and each of the obligations on Landlord's part to be performed to date under the Leases or under any other agreement described in Exhibit B attached hereto have been performed, except as set forth in Exhibit B attached hereto.

(d) To the best of Landlord's knowledge, each of the obligations on Tenant's part to be performed to date under the Leases or under any other agreement described in Exhibit B attached hereto have been performed, except as set forth in Exhibit B attached hereto.

(e) To the best of Landlord's knowledge, none of the matters set forth in Exhibit B attached hereto are untrue or incorrect and, without limitation on the foregoing, there are, with respect to the Leases, no options to renew or extend, and no security deposits, escrows or prepaid rent or liens, except as set forth therein. The amounts of escrows and deposits held by Landlord pursuant to the Leases are set forth in the Lease except as set forth in Exhibit B attached hereto. The basic, and additional and percentage rents, all pass-throughs of taxes, expenses and other items, and all other sums payable by Tenant to Landlord, including utility charges during the original and any renewal term of the Leases are all set forth in the Leases except as set forth in Exhibit B attached hereto.

(f) Except as set forth in Exhibit B attached hereto, there do not exist any other agreements (including Subordination, Non-Disturbance and Attornment Agreements) concerning the Premises, whether oral or written between Landlord and Tenant (or their respective predecessors or successors) under the Leases.

(g) Landlord has not assigned the Leases or sublet the premises and, to the best of Landlord's knowledge, Tenant has not assigned the Leases or sublet the Premises.

(h) Landlord has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Leases or the Premises and there are currently no mortgages, deeds of trust or other security interests encumbering Landlord's fee interest in the Premises and no third party has an option or preferential right to purchase all or any part of the Premises.

(i) Landlord has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Landlord's interest in the Premises.

(j) Landlord has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Premises and its operation thereon, including, without limitation, any environmental laws or the

Americans with Disabilities Act, and has no reason to believe that there are grounds for any claim or such violation.

12. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the intended addressee, or by depositing the same with Federal Express or another reputable private courier service for next business day delivery, or by depositing the same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, in any event addressed to the intended addressee at its address set forth on the first page hereof, or at such other address as may be designated by such party as herein provided. All notices, demands and requests shall be effective upon such personal delivery, or one (1) business day after being deposited with the private courier service, or two (2) business days after being deposited in the United States mail as required above. By giving to the other party hereto at least fifteen (15) days' prior written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

This Estoppel and Agreement and the representations and agreements made herein shall inure to the benefit of Lender, its successors and assigns and shall be binding on Landlord, its heirs, legal representatives, successors and assigns.

This Estoppel and Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Estoppel and Agreement may be detached from any counterpart of this Estoppel and Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Estoppel and Agreement identical in form hereto but having attached to it one or more additional signature pages.

Executed this ____ day of _____, 202__.

LANDLORD:

CITY OF VALDEZ

By: _____

Name: _____

Title: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jake W. Staser

Date: _____

EXHIBIT A

EXHIBIT B

Lease Agreement dated July 13, 1984, between the City of Valdez, a municipal corporation organized under the laws of the State of Alaska, as lessor, and Uncle Jim's Alaska Seafoods, Inc., an Alaska corporation, as lessee, as disclosed by memorandum recorded in the Valdez Recording District as Doc. No. 1984-001111-0, as amended by (i) Lease Amendment No. 1 dated February 10, 1988 recorded in the Valdez Recording District as Doc. No. 1988-000120-0, (ii) unrecorded Lease Amendment No. 2 dated January 30, 2021 and (iii) unrecorded Lease Amendment No. 3 dated May 9, 2024, as assigned (a) by Uncle Jim's Alaska Seafoods, Inc. to Peter Pan Seafoods, Inc., a Washington corporation, by Tract L Bill of Sale and Assignment dated March 2, 1988 recorded in the Valdez Recording District as Doc. No. 1988-000158-0, (b) by Peter Pan Seafoods, Inc. to Peter Pan Seafood Company, LLC by Assignment and Assumption of Leases dated December 31, 2020 recorded in the Valdez Recording District as Doc. No. 2020-000754-0 and (c) by Peter Pan Seafood Company, LLC to the Grantor by Assignment and Assumption of Leases dated April 19, 2024 recorded May 16, 2024 in the Valdez Recording District as Doc. No. 2024-000203-0.

Lease dated June 4, 1990, between the City of Valdez, a municipal corporation organized under the laws of the State of Alaska, as lessor, and Peter Pan Seafoods, Inc., a corporation organized under the laws of the State of Alaska, as lessee, as disclosed by memorandum recorded in the Valdez Recording District as Doc. No. 1990-000591-0, as amended by (i) unrecorded Lease Amendment No. 1 dated January 30, 2021 and (ii) unrecorded Lease Amendment No. 2 dated May 9, 2024, as assigned (a) by Peter Pan Seafoods, Inc. to Peter Pan Seafood Company, LLC by Assignment and Assumption of Leases dated December 31, 2020 recorded in the Valdez Recording District as Doc. No. 2020-000754-0 and (b) by Peter Pan Seafood Company, LLC to the Grantor by Assignment and Assumption of Leases dated April 19, 2024 recorded May 16, 2024 in the Valdez Recording District as Doc. No. 2024-000203-0.

Lease dated May 8, 1988, between the City of Valdez, a municipal corporation organized under the laws of the State of Alaska, as lessor, and Peter Pan Seafoods, Inc., as lessee, as disclosed by memorandum recorded February 3, 2004 in the Valdez Recording District as Doc. No. 2004-000099-0, as amended by (i) unrecorded Lease Amendment No. 1 dated January 30, 2021 and (ii) unrecorded Lease Amendment No. 2 dated May 9, 2024, as assigned (a) by Peter Pan Seafoods, Inc. to Peter Pan Seafood Company, LLC by Assignment and Assumption of Leases dated December 31, 2020 recorded in the Valdez Recording District as Doc. No. 2020-000754-0 and (b) by Peter Pan Seafood Company, LLC to the Grantor by Assignment and Assumption of Leases dated April 19, 2024 recorded May 16, 2024 in the Valdez Recording District as Doc. No. 2024-000203-0.

Tidelands Lease dated October 1, 2002 between the City of Valdez, a municipal corporation organized under the laws of the State of Alaska, as lessor, and Peter Pan Seafoods, Inc., as lessee, as disclosed by a memorandum recorded as Doc. No. 2004-000100-0 as amended by (i) Lease Amendment No. 1 dated September 18, 2012 recorded September 21, 2012 in the Valdez Recording District as Doc. No. 2012-000728-0, (ii) Lease Amendment No. 2 dated November 20, 2013 as disclosed by memorandum recorded in the Valdez Recording District as Doc. No. 2013-000782-0, (iii) unrecorded Lease Amendment No. 3 dated November 19, 2018, (iv) unrecorded Lease Amendment No. 4 dated January 30, 2021, and (v) unrecorded Lease Amendment No. 5

dated May 9, 2024, as assigned (a) by Peter Pan Seafoods, Inc. to Peter Pan Seafood Company, LLC by Assignment and Assumption of Leases dated December 31, 2020 recorded in the Valdez Recording District as Doc. No. 2020-000754-0 and (b) by Peter Pan Seafood Company, LLC to the Grantor by Assignment and Assumption of Leases dated April 19, 2024 recorded May 16, 2024 in the Valdez Recording District as Doc. No. 2024-000203-0.

Land Lease dated February 26, 2013 between the City of Valdez, a municipal corporation organized under the laws of the State of Alaska, as lessor, and Peter Pan Seafoods, Inc., as lessee, as disclosed by memorandum recorded February 27, 2013 as Doc. No. 2013-000126-0, as amended by (i) Lease Amendment No. 1 dated November 12, 2014 recorded December 1, 2014 as Doc. No. 2014-000756-0, (ii) Lease Amendment No. 2 dated February 27, 2015 recorded March 5, 2015 as Doc. No. 2015-000079-0, (iii) unrecorded Lease Amendment No. 3 dated January 30, 2021 and (iv) unrecorded Lease Amendment No. 4 dated May 9, 2024, as assigned (a) by Peter Pan Seafoods, Inc. to Peter Pan Seafood Company, LLC by Assignment and Assumption of Leases dated December 31, 2020 recorded in the Valdez Recording District as Doc. No. 2020-000754-0 and (b) by Peter Pan Seafood Company, LLC to the Grantor by Assignment and Assumption of Leases dated April 19, 2024 recorded May 16, 2024 in the Valdez Recording District as Doc. No. 2024-000203-0.

225 S Harbor Drive

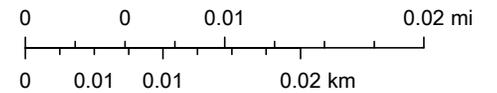


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 COV parcels

 Valdez City Limits

1:1,128



USGS, GeoEye, City of Valdez; JAP

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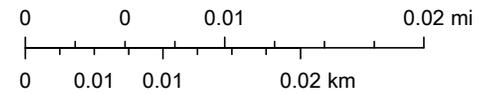


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 COV parcels

 Valdez City Limits

1:1,128



USGS, GeoEye, City of Valdez; JAP

219 S Harbor Drive

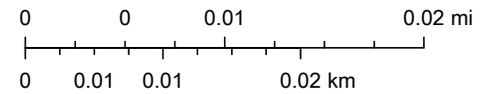


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 COV parcels

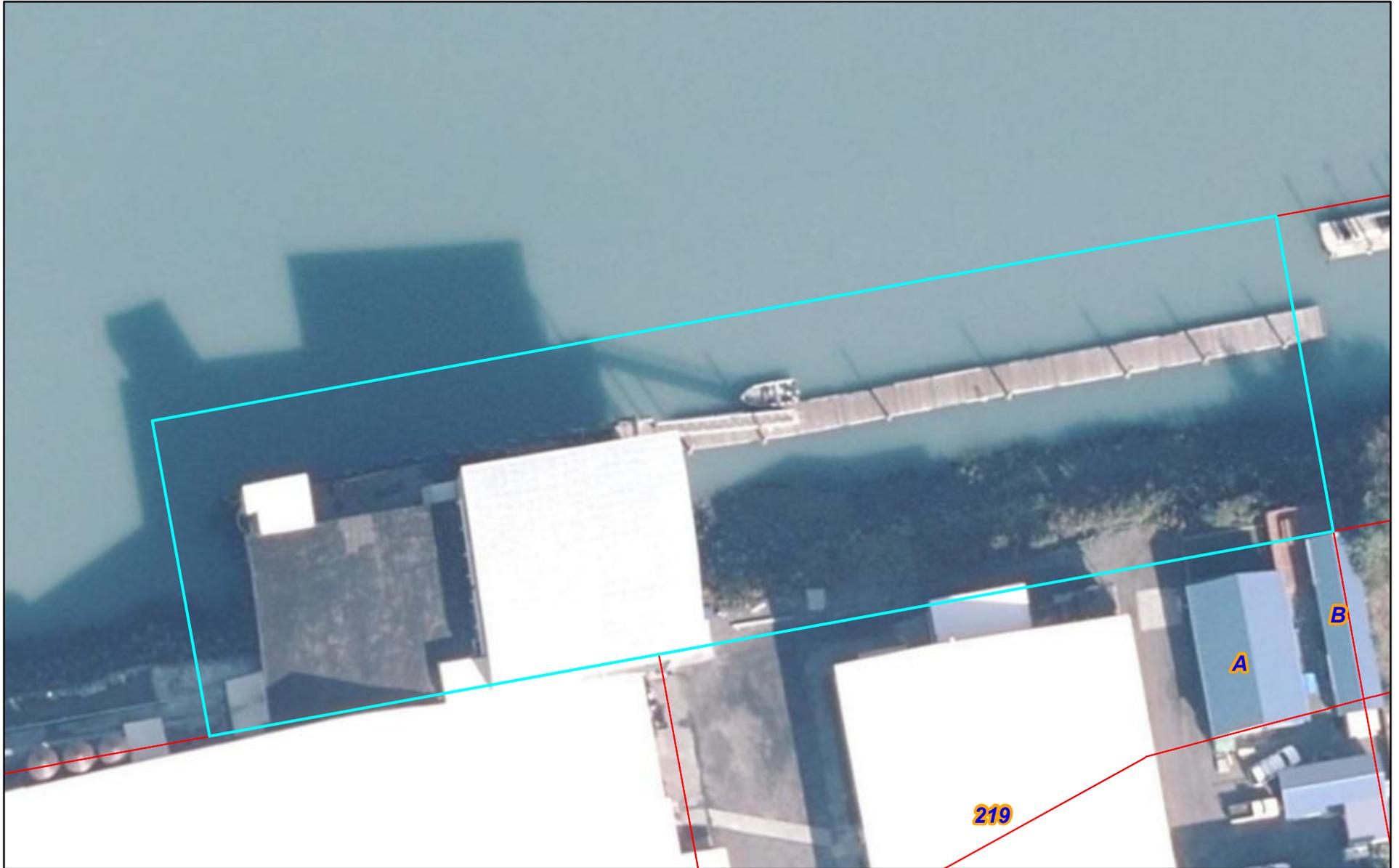
 Valdez City Limits

1:1,128



USGS, GeoEye, City of Valdez, JAP

219 S Harbor Drive

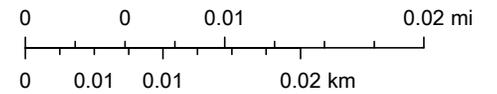


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 COV parcels

 Valdez City Limits

1:1,128



USGS, GeoEye, City of Valdez; JAP

222 S Harbor Drive

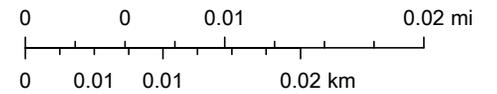


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 COV parcels

 Valdez City Limits

1:1,128



USGS, GeoEye, City of Valdez; JAP



Legislation Text

File #: RES 26-0009, **Version:** 1

ITEM TITLE:

#26-09 - Authorizing an Amendment to Resolution #25-58 to Change the Gravel Lease Term for Knik Construction Co. to Twenty Years on a 21.3 Acre Portion of Parcel E 1, Tract A, ASLS 79-116, Plat 2002-12 and Tract C-1, ASLS 79-116, Plat 2002-13

SUBMITTED BY: Bruce Wall, Senior Planner

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution #26-09, authorizing a change to the gravel lease term for Knik Construction Co. to twenty years on a 21.3 Acre Portion of Parcel E 1, Tract A, ASLS 79-116, Plat 2002-12 and Tract C -1, ASLS 79-116, Plat 2002-13, If Council Desires to Modify the Gravel Lease Term.

SUMMARY STATEMENT:

Resolution #25-58 authorized a gravel extraction lease with Knik Construction Co. Inc. They had requested a 20-year gravel lease term with their original application.

During discussion of Resolution #25-58, City Council was told that the lease term could be changed by the city's administrative staff. However, section 2 of that resolution states that the term of the lease will be five years and the City Attorney has advised that any change to the gravel lease term requires a resolution of City Council. Knik Construction is requesting that the City Council modify the term of the lease to twenty years.

Community Development staff recommended the five-year lease because the City's 2005 Property Management Policy and Procedures manual states, "*Leases of City land should not be for greater than five years, unless it is in the public interest for the City to enter into a longer-term lease.*" Also, VMC 4.08.130 states, "*The term of a lease shall depend upon the desirability of the proposed use, the amount of investment in improvements proposed and made, and the nature of the improvement proposed with respect to the time required to amortize the proposed investment.*"

The Community Development staff recommends that the City Council approve the amendment only after taking into consideration VMC 4.08.130 and determining that it is in the public interest for the city to enter into a 20-year gravel lease with Knik Construction Co. Inc.

Once Council has decided on this resolution, staff will execute the gravel lease with Knik Construction for the approved lease term.

CITY OF VALDEZ, ALASKA

RESOLUTION #26-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING RESOLUTION #25-58 BY CHANGING THE LEASE TERM OF THE APPROVED GRAVEL EXTRACTION LEASE FOR KNIK CONSTRUCTION CO., INC, FROM FIVE YEARS TO TWENTY YEARS, FOR A PORTION OF PARCEL E 1, TRACT A, ASLS 79-116, PLAT 2002-12 AND TRACT C-1, ASLS 79-116, PLAT 2002-13

WHEREAS, Resolution #25-58, authorizing a gravel extraction lease with Knik Construction Co. Inc, was adopted on December 2, 2025; and

WHEREAS, Section 2 of Resolution #25-58 states that the term of the lease will be five years; and

WHEREAS, Knik Construction Co. Inc had requested a 20-year gravel lease with their initial application; and

WHEREAS, following adoption of the resolution authorizing a 5-year lease, Knik Construction Co., Inc has requested that the City Council amend Resolution #25-58 to change the term of the lease to twenty years.

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

Section 1. Section 2 of Resolution #25-58 is amended to read, "The term of this lease will be twenty years."

Section 2. All other sections of Resolution #25-58 remain as-is.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 20th day of January 2026.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

CITY OF VALDEZ, ALASKA

RESOLUTION #25-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING A GRAVEL EXTRACTION LEASE WITH KNIK CONSTRUCTION CO., INC, FOR A PORTION OF PARCEL E 1, Tract A, ASLS 79-116, PLAT 2002-12 AND TRACT C-1, ASLS 79-116, PLAT 2002-13

WHEREAS, Parcel E 1, Tract A, ASLS 79-116, Plat 2002-12 has been utilized for gravel extraction by Harris Sand and Gravel for the past 23 years and Tract C-1, ASLS 79-116, Plat 2002-13 has been used to support the gravel extraction on Parcel E 1; and

WHEREAS, these parcels are no longer being used by Harris Sand and Gravel and are now available; and

WHEREAS, Knik Construction Co., Inc has applied for a gravel lease on this property; and

WHEREAS, Chapter 4.08 of the Valdez Municipal Code provides for the lease of lands owned by the City of Valdez; and

WHEREAS, the Planning and Zoning Commission, at their November 12, 2025, meeting recommended that the city council approve the request to authorize a gravel extraction lease with Knik Construction Co., Inc. on a portion of Parcel E 1, Tract A, ASLS 79-116, Plat 2002-12 and Tract C-1, ASLS 79-116, Plat 2002-13;

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

Section 1. The City Manager or their designee is authorized to negotiate a new gravel lease for a portion of Parcel E 1, Tract A, ASLS 79-116, Plat 2002-12 and Tract C-1, ASLS 79-116, Plat 2002-13 with Knik Construction Co., Inc.

Section 2. The term of this lease will be five years.

Section 3. The initial rental rate will be a minimum rent of three thousand dollars (\$3,000.00) paid annually. Gravel removed by the Lessee during that calendar year will then be credited against the rent payment at the established per cubic-yard price. Upon the removal of \$3,000 worth of gravel, Lessee shall then make payments for gravel removed at the established cubic-yard price.

- Section 4. A Phase I Environmental Site Assessment will be completed at the termination of this lease. Knik Construction Co., Inc will be responsible for reimbursing the City for the cost of the Assessment.
- Section 5. Upon approval of this lease, a volumetric survey will be done on the property to determine existing contours and quantity of stockpiled material prior to establishment of the lease agreement. Knik Construction Co., Inc will be responsible for reimbursing the City for the cost of the survey.
- Section 6. Gravel extraction shall be limited to Parcel E 1 unless a conditional use permit for material resource extraction is approved for Tract C-1.
- Section 7. Any storage of imported material or storage of equipment that is not actively being used in the gravel extraction is prohibited without a separate land lease.
- Section 8. The lessee shall be responsible for the restoration of the land and removal or reversion of improvements upon termination of lease, as required by VMC 4.08.260.
- Section 9. The lease shall not be effective until after public notice is provided pursuant to VMC 4.08.160.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 2nd day of December, 2025.

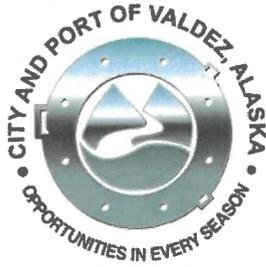
CITY OF VALDEZ, ALASKA


Dennis Fleming, Mayor

ATTEST:


Sheri L. Pierce, MMC, City Clerk





**CITY OF VALDEZ
APPLICATION FOR GRAVEL LEASE**

Application Fee: \$50.00 (Fee waived per Resolution #12-02)

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 Development Department located in City Hall.

1. Name of Individual Completing Application Form:

Name: Troy Gray Phone: 907-245-1865
Daytime/ Message

Mailing Address: 6520 Kulis Dr. Anchorage, AK 99502

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 Dan Hall Phone: 907-245-1865

Mailing Address 6520 Kulis Dr. Anchorage, AK 99502

Relationship to other applicant(s) associate

b) Organization's name Knik Construction Co., Inc.

Address 6520 Kulis Dr. Anchorage, AK 99502

Primary Contact: Troy Gray

Title: Construction Coordinator & Business Development Manager

Daytime Phone #: 907-545-0578

3. Type of Organization: (Check one)

Individuals _____
General Partnership _____
Limited Partnership _____
Other _____

Business Corporation
Non-Profit Corporation
Non-Profit Association

If non-profit, has IRS Tax Exempt Status been obtained? Yes ___ No ___
If yes, attach letter of determination. n/a

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 8S Range 6W Section, 36 Meridian Copper River

Lot/ Block/ Tract/ Subd. Tract C-1 & Parcel E1 Tract A Plat # 2002-12

Reference attached Maps

Other Description Harris Airport Pit

Tax # _____ No. of Acres Total 35.7 Ac. (21.3 Ac. of E1, 14.4 ac. C-1)

5. Describe proposal. Attach a 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).

Knik is applying for the gravel lease to the non depleted area of the existing Harris Airport Pit City Gravel Lease.

6. What is the term of the lease desired?

20 years

7. If the request for a lease is at less than fair market value, provide justification. request existing rates

8. Please state why you believe it would be in the "Best interest of the City" to approve your proposal and process your application.

Knik Construction will provide continuity as the local gravel supply operator as HSG winds down operations.

9. Current status of land. Describe any existing improvements, provide photographs if possible.

Gravel pit with crusher, screen and asphalt plants. Knik intends to upgrade asphalt plant. We will continue to responsibly develop the property to provide local aggregate needs.

10. Has applicant previously purchased or leased City land or resources: () Yes (x) No
If yes, provide legal description, type or purchase or lease, and status.

11. If applicant is a business operation, list present business activities:

Statewide Heavy Civil Contractor. We operate multiple gravel and asphalt production operations throughout the state.

12. If required, are you prepared to spend funds for the following:

YES	NO	
<u>x</u>	<u> </u>	a) Performance bond
<u> </u>	<u>x</u>	b) Damage deposit [will file AK DNR Reclamation Plan & bond for assurance]
<u>x</u>	<u> </u>	c) General liability insurance
<u>x</u>	<u> </u>	d) Worker's compensation insurance
<u>X</u>	<u> </u>	e) Survey and platting
<u> </u>	<u>n/a</u>	f) Appraisal fee
<u> </u>	<u>n/a</u>	g) Closing fees, which may include title insurance, document preparation, escrow closing, and recording
<u>x</u>	<u> </u>	h) Any federal, state and local permits required
<u> </u>	<u>n/a</u>	i) Maintenance costs (present or future)

13. List three (3) credit or business references:

Name	Address	Phone #
<u>See attached</u>		
<hr/>		
<hr/>		

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 judgment of lien? () Yes () No If yes, please explain:

no

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

APPLICANT QUALIFICATION STATEMENT

I, Troy Gray
(Individual Name)

I, _____
(Individual Name)

I, Troy Gray On Behalf of Knik Construction Co., Inc.
(Representative's Name) (Organization's Name)

6520 Kulis Dr.
(Address)

Anchorage, AK 99502
(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.

Troy Gray 8-11-25
Applicant Signature Date

Applicant Signature Date

Troy Gray
Print Name

Print Name



Requested Lease Limits - - - - -



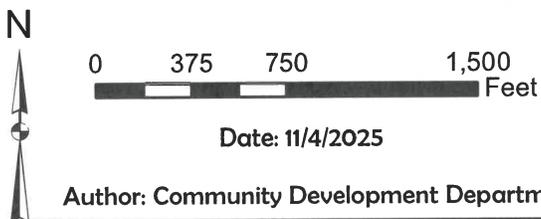
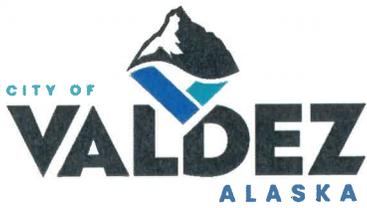
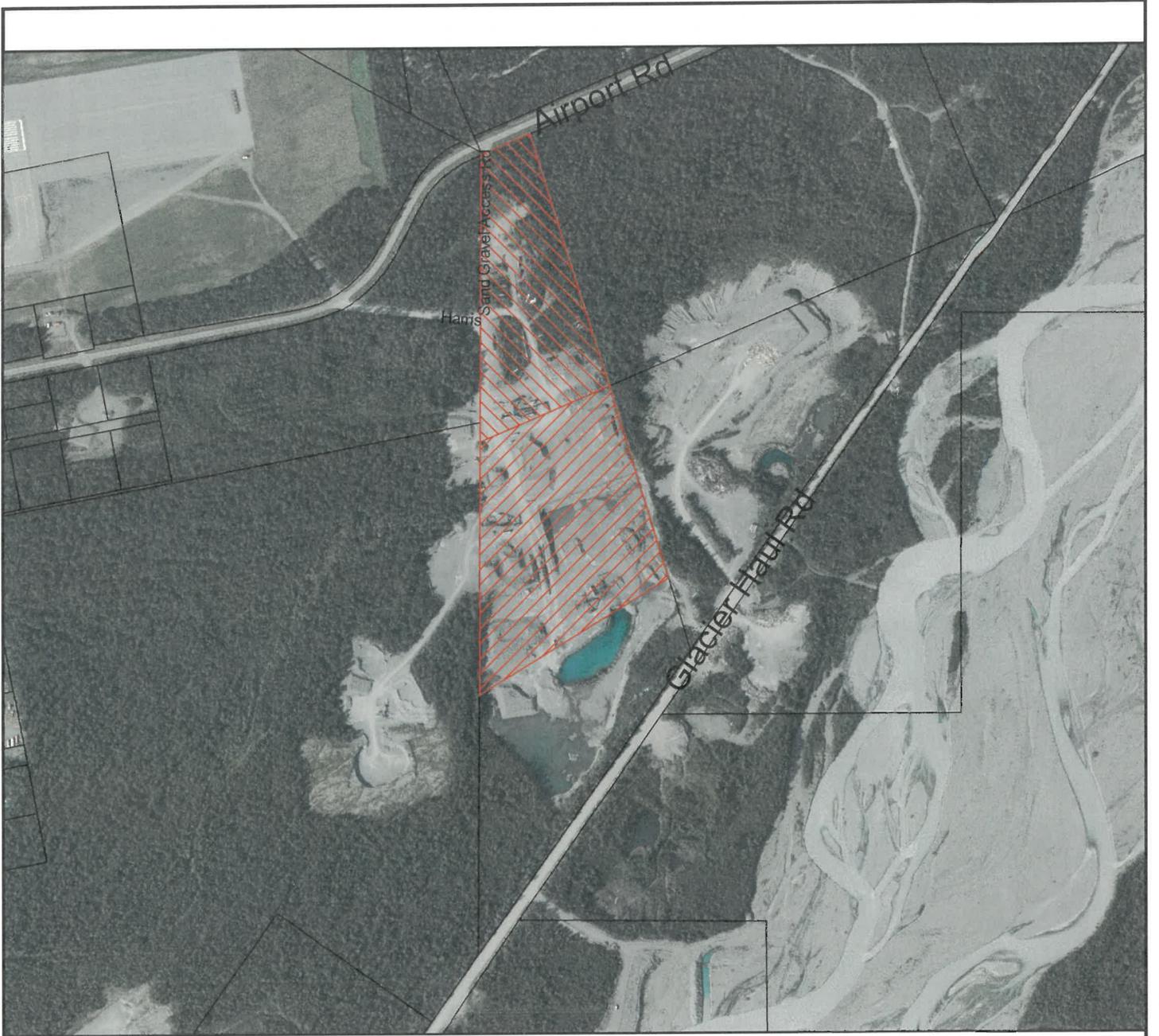
City of Valdez Gravel Pit Lease

DRAWN BY:
TG

DATE:
8/08/2025

FIELD BOOK:
N/A

C:\Users\tgray\OneDrive - Lynden, Inc\Troy\HSG exhibits\HSG Exhibits.dwg PLOTTED: 8/11/2025 10:13:03 AM



Date: 11/4/2025

Author: Community Development Department

Legend

- Parcel C-1
- Proposed Lease Portion of Parcel E 1



Legislation Text

File #: 26-0016, **Version:** 1

ITEM TITLE:

City Manager Written Report

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Attached report outlines events that have occurred since the last Council meeting. A verbal update will be provided in conjunction with report.

Council Priorities

- **Child Care** [Complete an operating, active, licensed childcare facility by Fall 2026]
 - Chugachmiut has hired some staff but is still looking to hire teachers in order to begin operations in the 1st quarter.
 - Consultant working on environmental review for old district office (HUD funding requirement)
- **Housing** [Increase housing stock by Fall 2027, utilizing the housing needs survey]
 - Meeting with agencies and housing experts to gather ideas and information
 - Agnew Beck presenting Assessment final draft at 2/3 Council meeting
- **Maintenance** [Annually appropriate funds toward deferred maintenance on critical infrastructure]
- **Modernize Aging Infrastructure** [Annually modernize aging infrastructure, while leveraging natural and transportation assets, to expand: Outdoor Recreation, Tourism, Maritime, Community]

Legislative Interactions

- Made initial contact with Sen. Rauscher & Rep. Nelson as they begin the session. Both intend to virtually attend the work session.
- Communicated with several local stakeholders about their additions or modifications to legislative priorities (Schools, VFDA, Hospital)
- Senate anticipated to pass appropriations bill on 1/15 which contains funding for the emergency services radio towers & equipment.

Operations & Initiatives

- Attended Providence HAC meeting, financials are looking good but still looking for staff
 - Prov submitted 3 proposals for the Alaska Rural Health Transformation Program.
 - MRI Replacement project
 - Program to have a rural training hub to cross train caregivers
 - Program to support and receive reimbursement for healthcare at home services
- Proposed mine at Gold Creek
 - Community Development will be submitting agency comments to both DNR and USACE. Comments will focus on code requirements for a CUP for the project and requesting a public hearing to the Corps based on a significant amount of public inquiry.
- Participating in series of virtual meetings with AML members on the subject of property taxes

Personnel

- Offer accepted for the open Police Officer position (over a year vacant)

Projects

- Prov Long Term Care expansion project is nearing completion at the end of the month.