



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, April 6, 2021

7:00 PM

Council Chambers

Regular Meeting

WORK SESSION AGENDA - 6:00 pm - Providence Valdez Medical Center Annual Report

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

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [City Council Regular Meeting Minutes of March 16, 2021](#)

VI. PUBLIC BUSINESS FROM THE FLOOR

VII. CONSENT AGENDA

1. [Proclamation: Sexual Assault Awareness Month](#)
2. [Proclamation: Child Abuse Prevention Month](#)

IX. NEW BUSINESS

1. [Discussion Item: COVID-19 Update](#)
2. [Discussion Item: Valdez Municipal Code Chapter 6 \(Animals\), Section 6.08.020, Titled Running at Large Prohibited](#)
3. [Approval of Beautification Task Force Recommendation to Award 2021 Beautification 50:50 Matching Grants in the Amount of \\$42,149.22](#)
4. [Approval of Contract Amendment #1 with Dean Day DBA Day Engineering for Phase III Final Design and Grant/ Loan Submittals - Sewer Force Main Replacement in the Amount of \\$ 756,600.00.](#)

5. [Approval of Contract with Build Alaska General Contracting, LLC for VCT Causeway Repairs in the Amount of \\$518,205.00](#)
6. [Approval of Contract Award with Orion Construction Inc. for the City Hall and Library Parking Lot Lighting Upgrades Project in the Amount of \\$196,518.00](#)

X. ORDINANCES

1. [#21-03 - Amending Title 12 of the Valdez Municipal Code by Creating Chapter 12.06 Titled Addressing and Street Naming. Second Reading. Adoption.](#)
2. [#21-04 - Amending Chapter 7.04 of the Valdez Municipal Code Titled Elections. First Reading. Public Hearing.](#)

XI. RESOLUTIONS

1. [#21-14 - Waiving 2021 Annual Fishing Vessel Moorage Fees for Active Commercial Fishing Vessels](#)
2. [#21-15 - Waiving Temporary Land Use Permit Fees for Temporary Land Use Permit 21-03 for Pruhs Construction](#)
3. [#21-16 - Authorizing the City Clerk to Dispose of Certain City Records](#)

XII. REPORTS

1. [Report: Amendment No. 1 to Temporary Land Use Permit #21-01 for Valdez Motor Sports Club for a Portion of USS 439 \(Pipeyard\)](#)
2. [Report: Approval of Temporary Land Use Permit #21-02 for Pruhs Construction for Six Months, for an Approximately 1.85 Acre Portion of 1500 Airport Road Tract A ASLS 79-116, Owned by the City of Valdez](#)
3. [Report: Approval of Temporary Land Use Permit #21-03 for Pruhs Construction for Six Months, for a 31,250 Square Foot Portion of 226 S Harbor Drive, Tract G, Harbor Subdivision](#)
4. [Procurement Report: Contract Award to Spawn Ideas for 2021 Valdez Branding Project in the Amount of \\$75,000](#)
5. [Personnel History - 1998-2021](#)
6. [Comprehensive Plan Update](#)
7. [Meals Hill Master Plan Report 3/2021](#)
8. [1st Quarter Report on the Mayor's Task Force Projects](#)

9. [Monthly Treasury Report - January, 2021](#)

10. [VERBAL PRESENTATION: Finance Department](#)

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

1. City Manager Report

1. [City Manager's Report 4-6-2021](#)

2. City Clerk Report

3. City Attorney Report

4. City Mayor Report

XIV. COUNCIL BUSINESS FROM THE FLOOR

XVII. ADJOURNMENT

XVIII. APPENDIX

1. [Council Calendar - April 2021](#)

2. [Prince William Sound Aquaculture Corporation Spring Meeting Update](#)



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 21-0184, **Version:** 1

ITEM TITLE:

City Council Regular Meeting Minutes of March 16, 2021

SUBMITTED BY: City Clerk's Office

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

City Council regular meeting minutes of March 16, 2021 attached for Council review.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, March 16, 2021

7:00 PM

Regular Meeting

Council Chambers

City Council

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

Mayor Scheidt called the meeting to order at 7:03 p.m. in Valdez City Council Chambers.

II. PLEDGE OF ALLEGIANCE

City Council led the Pledge of Allegiance to the American flag.

III. ROLL CALL

Present: 6 - Mayor Sharon Scheidt
Council Member Ron Ruff
Council Member Susan Love
Council Member Dawson Moore
Council Member Jimmy Devens
Council Member Alan Sorum

Excused: 1 - Mayor Pro Tem Dennis Fleming

Also Present: 7 - City Manager Mark Detter
Assistant City Manager Nathan Duval
Assistant City Manager Roxanne Murphy
City Clerk Sheri Pierce
Deputy City Clerk Allie Ferko (*by telephone*)
Records Manager Shelley McMillen
City Attorney Jake Staser

IV. APPROVAL OF MINUTES**1. City Council Regular Meeting Minutes of March 2, 2021**

The City Council regular meeting minutes of March 2, 2021 were approved as presented.

V. PUBLIC APPEARANCES**1. Public Appearance: Patricia Relay, Valdez Museum & Historical Archive & Chris Whittington Evans, Wolf Architecture - New Valdez Museum Planning Update**

Ms. Relay updated Council on community outreach efforts in regards to the new museum design. Mr. Evans reviewed concept-level design plans and renderings included in the agenda packet. He discussed collection storage, community space, and a linear gallery.

Council Member Love asked about the square footage for the presented concept. Mr. Evans stated the square footage would be just under twenty-one thousand square feet.

VI. PUBLIC BUSINESS FROM THE FLOOR

Lynette Oliver – Valdez Adventure Alliance

Ms. Oliver shared a video from the 2021 Valdez Ice Festival. She shared her excitement for the upcoming Bike Bash on April 2nd, 3rd and 4th.

Ms. Oliver provided public notice for VAA's application for a grant for a trail project connecting Blueberry Rock and Raspberry Rock, near the Blueberry Lake Recreation Site.

Ken Lares – Valdez Snowmachine Club

Mr. Lares reminded Council of the upcoming Mayor's Cup snowmachine race on March 20th.

VII. CONSENT AGENDA

1. **Approval To Go Into Executive Session Re: (1) PPM Litigation & (2) Alaska Trappers Litigation**
2. **Proclamation: 1964 Earthquake Memorial Remembrance Day**

MOTION: Council Member Devens moved, seconded by Council Member Ruff to approve the Consent Agenda.

Mayor Scheidt read the 1964 Earthquake Memorial Remembrance Day Proclamation into record. Ms. Dorothy Moore, representing Pioneers of Alaska Women's Igloo #2 and Men's Igloo #7, thanked Council for the proclamation and invited them to attend the Earthquake Memorial at the Kelsey Dock on March 27th.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Ruff, Council Member Love, Council Member Moore, Council Member Devens and Council Member Sorum

Excused: 1 - Mayor Pro Tem Fleming

MOTION CARRIED.

VIII. NEW BUSINESS

1. **Discussion Item: COVID-19 Update**

Mr. Detter provided a brief update on local and state case counts.

Public Health Nurse Terri Lynch outlined current vaccination efforts. She shared her appreciation for the volunteers assisting with the points of dispensing (PODs) clinics. She outlined changes to the CDC guidelines for those fully vaccinated.

Dr. Angela Alfaro, physician consultant to the Valdez Unified Command, thanked those involved in the vaccination POD clinics. She provided the CDC definition of "fully vaccinated", which means two weeks after receiving the second dose of the Moderna or Pfizer BioNTech vaccines or two weeks after receiving the single

dose of the Johnson & Johnson Janssen vaccine.

Mayor Scheidt thanked those involved in the vaccination clinics.

Mr. Detter updated Council on the Economic Recovery Grant Program and the Economic Diversification Commission. Mayor Scheidt thanked the Economic Diversification Commission for their efforts.

Police Chief Bart Hinkle, who serves as operations section chief on the Valdez Unified Command, presented Unified Command's plans and recommendations moving forward, including plans involving the fisheries and economic recovery.

Assistant City Manager Nate Duval outlined the effects of ending the local emergency declaration, including the demobilization of Unified Command and changes to supply logistics.

Mayor Scheidt shared her appreciation for Unified Command's effort to present a well thought out demobilization plan addressing concerns she had received from citizens.

Mr. Detter reviewed the future of the current economic recovery efforts. Ms. Martha Barberio, city economic diversification director, updated Council on federal economic recovery efforts.

Mr. Detter reviewed Unified Command's recommendation to remove outdoor masking requirements from Valdez Public Health Mandate 003 and continue the mandate until May 7th when it would end in its entirety.

Ms. Lynch shared her comfort with the plan due to the local rate of vaccinations. Dr. Alfaro shared the medical community's encouragement for the public to continue mitigation efforts and remain cautious. She agreed the May deadline allowed for additional vaccination efforts to occur prior to the end of the mandate.

Mayor Scheidt asked how long current testing recommendations and contact tracing would occur. Dr. Alfaro stated testing at the first sign of symptoms was still recommended by the CDC and testing would continue without change at this point. Ms. Lynch explained Public Health conducts contact tracing for all infectious diseases, not just COVID-19, so those protocols would not change.

2. Approval of Amendment No. 7 to Valdez Public Health Mandate 003 (Mask Mandate)

MOTION: Council Member Devens moved, seconded by Council Member Love, to approve Amendment No. 7 to Valdez Public Health Mandate 003 (Mask Mandate).

VOTE ON THE MOTION:

Yays: 5 - Mayor Scheidt, Council Member Love, Council Member Moore,
Council Member Devens and Council Member Sorum

Nays: 1 - Council Member Ruff

Excused: 1 - Mayor Pro Tem Fleming

MOTION CARRIED.

3. Approval of Contract with Build Alaska General Contracting, LLC for the Valdez Civic Center Emergency Lighting Upgrades Project in the Amount of \$118,210

MOTION: Council Member Sorum moved, seconded by Council Member Ruff, to approve contract with Build Alaska General Contracting, LLC for Valdez Civic Center Emergency Lighting Upgrades Project in the Amount of \$118,210.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Ruff, Council Member Love, Council Member Moore, Council Member Devens and Council Member Sorum

Excused: 1 - Mayor Pro Tem Fleming
MOTION CARRIED.

4. Approval of Contract with Earhart Roofing Company, Inc., for the Baler & Fire Stations 3 & 4 Roof Replacements in the Amount of \$639,000

MOTION: Council Member Ruff moved, seconded by Council Member Devens, to approve contract with Earhart Roofing Company, Inc., in the amount of \$639,000.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Ruff, Council Member Love, Council Member Moore, Council Member Devens and Council Member Sorum

Excused: 1 - Mayor Pro Tem Fleming
MOTION CARRIED.

5. Approval of Providence Valdez Medical Center Projects Funding Requests in the Amount of \$1,496,000

MOTION: Council Member Sorum moved, seconded by Council Member Devens, to approve Providence Valdez Medical Center projects funding requests in the amount of \$1,496,000.

Finance Director Brian Carlson explained the budgeting side of the projects funding request, including amendments which appear later in the agenda. Capital Facilities Director Nate Duval stated although the projects were managed by Providence Valdez Medical Center, the city still had oversight and approval.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Ruff, Council Member Love, Council Member Moore, Council Member Devens and Council Member Sorum

Excused: 1 - Mayor Pro Tem Fleming
MOTION CARRIED.

6. Approval of Federal Lobbyist Contract with Capitol Hill Consulting Group in an Amount Not to Exceed \$36,270

MOTION: Council Member Ruff moved, seconded by Council Member Love, to approve Federal Lobbyist Contract with Capitol Hill Consulting Group in an amount not to exceed \$36,270.

Council Member Love requested details on how the goals sent to the lobbyist were developed. Assistant City Manager Roxanne Murphy outlined the process of used to put together the list of goals.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Ruff, Council Member Love, Council Member Moore, Council Member Devens and Council Member Sorum

Excused: 1 - Mayor Pro Tem Fleming
MOTION CARRIED.

7. Approval of Annual Renewal of City/School Health Insurance Benefit Plan for Period Beginning 4/1/2021

MOTION: Council Member Devens moved, seconded by Council Member Ruff, to approve renewal of City/School health insurance benefit plan for period beginning 4/1/2021.

Ms. Deloris Gard, Valdez Resident, asked where she would find information on the school portion of the health insurance benefit plan, as she had not seen school specific information included in the Council agenda packet. City Human Resources Director Rhea Cragun stated the Valdez School Board approved the school district portion of the benefit plan separately.

Council Member Love asked Mr. Carlson to explain how the health plan worked between the school and the city. Mr. Carlson explained the health benefit plan included two entities – the school district and the city. The city and school portions of the benefit plans are negotiated separately, but part of one overall package for cost savings. The two entities work on separate timelines due to differing fiscal year calendars and negotiating requirements with the school district collective bargaining unit. Once the two portions of the plan are worked out, the city signs the overall contract and administers the plan.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Ruff, Council Member Love, Council Member Moore, Council Member Devens and Council Member Sorum

Excused: 1 - Mayor Pro Tem Fleming
MOTION CARRIED.

IX. ORDINANCES**1. #21-03 - Amending Title 12 of the Valdez Municipal Code by Creating Chapter 12.06 Titled Addressing and Street Naming. First Reading. Public Hearing.**

MOTION: Council Member Love moved, seconded by Council Member Moore, to approve Ordinance #21-03. First Reading. Public Hearing.

Planning & Zoning Director Kate Huber explained the purpose of amending Chapter 12.06. She stated the ordinance provided clear direction regarding addressing and street naming.

Council Member Devens expressed concern over the phrase abutting property owners and requested it include renters and residents. Ms. Huber reminded Council of the notification process. She stated, although the current method of tracking property owners allowed for proper notification of changes, establishing who was a renter in the area would be harder to verify. Ms. Huber added street name changes would fall to the Planning & Zoning Commission for review, allowing for public comment from those with concerns. Ms. Gard stated she appreciated knowing public comment would be held prior to the renaming of a street.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Ruff, Council Member Love, Council Member Moore, Council Member Devens and Council Member Sorum

Excused: 1 - Mayor Pro Tem Fleming
MOTION CARRIED.

X. RESOLUTIONS**1. #21-11 - Authorizing the Continuance of the COVID-19 Local Government Disaster Declaration**

MOTION: Council Member Sorum moved, seconded by Council Member Love, to approve Resolution #21-11.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Ruff, Council Member Love, Council Member Moore, Council Member Devens and Council Member Sorum

Excused: 1 - Mayor Pro Tem Fleming
MOTION CARRIED.

2. **#21-12 - Amending the 2021 City Budget by Appropriating \$5.5MM of Excess Funds Carried Forward from 2020, and \$10.5MM from Unassigned General Fund Balance, and \$7.7MM of Prior Project Appropriations to Council-Approved Capital and Major Maintenance Projects and Miscellaneous Operating Expenses**

MOTION: Council Member Ruff moved, seconded by Council Member Moore, to approve Resolution #21-12.

Mr. Carlson stated the resolution reflected the projects list discussed during previous City Council work sessions. He explained why the Lowe River Dike Flood Project had not been included. He reviewed the purpose of non-project appropriations.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Ruff, Council Member Love, Council Member Moore, Council Member Devens and Council Member Sorum

Excused: 1 - Mayor Pro Tem Fleming
MOTION CARRIED.

3. **#21-13 - Amending the 2021 City Budget by Appropriating \$295,000 for New Providence Valdez Medical Center Projects, Closing \$1,524,050 in Previously-Appropriated Projects, Transferring \$1,046,000 to General Fund, and Remitting \$183,050 in Excess Funds to Providence Valdez Medical Center**

MOTION: Council Member Love moved, seconded by Council Member Ruff, to approve Resolution #21-13.

Mr. Carlson outlined PVMC projects and explained how the process worked.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Ruff, Council Member Love, Council Member Moore, Council Member Devens and Council Member Sorum

Excused: 1 - Mayor Pro Tem Fleming
MOTION CARRIED.

XI. REPORTS

1. **City of Valdez Newsletter Update**
2. **Comprehensive Plan Update**
3. **Quarterly Financial Statements: December 31, 2020**

4. **Monthly Treasury Report: January, 2021**
5. **Procurement Report: Professional Services Agreement with Arcadis, Inc. for the Small Boat Harbor Reconstruction Solicitation and Design Support in the Amount of \$97,788**
6. **Procurement Report: Professional Services Agreement with RESPEC COMPANY, LLC dba PDC Engineers for the ASLS 79-116 Access Study in the Amount of \$79,935**

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

1. City Manager Report

Mr. Detter outlined current projects including the fire service study, the Rydor property and access study, the Comprehensive Plan, and the upcoming work session on negotiated land sale.

2. City Clerk Report

Ms. Pierce reviewed upcoming items on the City Council calendar. She updated Council on the May 4th Municipal Election, including candidate names included on the ballot.

3. City Attorney Report

Mr. Staser outlined projects and provided updates on cases his firm is working on behalf of the City, including Barton v. City of Valdez, and HB76.

4. City Mayor Report

Mayor Scheidt encouraged the community to attend the Valdez Mayor's Cup. She updated Council on meetings she had with the Mountain Sky Hotel and those involved in the ice rink project.

XIII. COUNCIL BUSINESS FROM THE FLOOR

Council Members thanked those who volunteer with the vaccination POD clinics and encouraged those who choose to be vaccinated to schedule their appointments.

Council Member Sorum shared his appreciation for the local snow removal team.

Council Member Ruff thanked the community for their support of the Valdez Snowmachine Club.

Council Member Moore encouraged Council to visit the Museum's open house.

XIV. EXECUTIVE SESSION

City Council transitioned into executive session at 9:28 p.m.

XV. RETURN FROM EXECUTIVE SESSION

City Council transitioned out of executive session at 10:00 p.m.

XVI. ADJOURNMENT

There being no further business, Mayor Scheidt adjourned the meeting at 10:00 p.m.

DRAFT



Legislation Text

File #: 21-0185, **Version:** 1

ITEM TITLE:

Proclamation: Sexual Assault Awareness Month

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

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

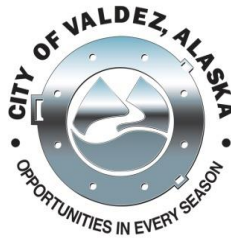
Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Sexual Assault Awareness Month proclamation is attached. AVV will be present to accept the proclamation.



PROCLAMATION

WHEREAS, sexual assault affects all genders, ages, racial, cultural and economic backgrounds; and

WHEREAS, this experience can be devastating for not only the survivor, but also for the family and friends of the survivor; and

WHEREAS, sexual violence against the citizens of Alaska continues to increase at an alarming rate—many times above the national average, Child sexual assault in Alaska is almost six times the national average and almost 75% of Alaskans have experienced or know someone who has experienced domestic violence or sexual assault; and

WHEREAS, it is critical to intensify public awareness of sexual assault, to educate people about the need for citizen involvement in efforts to reduce sexual violence, and to increase the support for agencies providing aid to all victims of sexual assault; and

WHEREAS, due to the prevalence of these crimes, we must work together to prevent sexual violence. Advocates for Victims of Violence has many programs which fight sexual assault by striving to increase public awareness of lifelong pain and suffering caused by these crimes. The dedicated staff of AVV provides victims the support and advocacy needed to help cope with their trauma; and

WHEREAS, changing societal views through awareness, education and legislation and by having law enforcement, court systems, support agencies and communities hold perpetrators accountable for their actions will help make a society where all women, children and men can live free from violence and exploitation.

NOW, THEREFORE, I, Sharon Scheidt, Mayor of the City of Valdez, Alaska, do hereby proclaim the month of April 2021 as

SEXUAL ASSAULT AWARENESS MONTH

and urge all residents to learn more about the pervasiveness of sexual assault in Alaska and become involved in the fight against it, by supporting local activities and programs so that we as a collective group and community can help eliminate this heinous crime.

Dated this 6th day of April 2021.

CITY OF VALDEZ, ALASKA

ATTEST:

Sharon Scheidt, Mayor

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 21-0186, **Version:** 1

ITEM TITLE:

Proclamation: Child Abuse Prevention Month

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

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

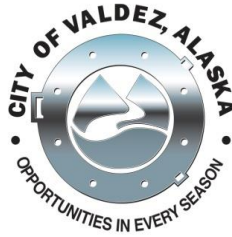
Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Child Abuse Prevention Month proclamation is attached. AVV will be present to accept the proclamation.



PROCLAMATION

WHEREAS, Alaska's children deserve to grow up in safe and nurturing environments to ensure they reach their full potential; and

WHEREAS, Alaska has the distinction of having the third highest per-capita rate of child maltreatment in the nation. One child in Alaska is reported as a victim of child abuse or neglect every 33 minutes, and 40 percent of these alleged victims are children ages six and under. These facts speak volumes for the prevalence of child abuse and neglect in Alaska; and

WHEREAS, child abuse and neglect not only cause immediate harm to children, but are also linked to a wide range of traumatic psychological, emotional, medical, and behavioral issues, which can lead to criminal behavior, substance abuse, depression, increased health problems, and suicide; and

WHEREAS, there is no issue of greater national importance than ensuring the health and safety of our children. Valdez is committed to building stronger families through programs designed to prevent child abuse and neglect. All citizens should be aware of the impact of child abuse and its prevention within the community, and should support and protect children to assure all children are safe from abuse and neglect; and

WHEREAS, Advocates for Victims of Violence encourages all citizens to find ways to cherish our children, strengthen our families, to work together to eliminate child abuse and neglect and to strive toward a shared dream in which every childhood is a happy one; and

NOW, THEREFORE, I, Sharon Scheidt, Mayor of the City of Valdez, Alaska, do hereby proclaim April 2021 as Child Abuse Prevention Month in Valdez and call upon all citizens, community agencies, religious organizations, medical facilities, and businesses to increase their participation in our efforts to prevent child abuse, thereby strengthening the communities in which we live.

Dated this 6th Day of April, 2021.

CITY OF VALDEZ, ALASKA

ATTEST:

Sharon Scheidt, Mayor

Sheri L. Pierce, MMC, City Clerk



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 21-0187, **Version:** 1

ITEM TITLE:

Discussion Item: COVID-19 Update

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Discussion item only.

SUMMARY STATEMENT:

Members of the Valdez COVID-19 Unified Command will provide a verbal update regarding the status of COVID-19 in Valdez.



Legislation Text

File #: 21-0188, **Version:** 1

ITEM TITLE:

Discussion Item: Valdez Municipal Code Chapter 6 (Animals), Section 6.08.020, Titled Running at Large Prohibited

SUBMITTED BY: Bart Hinkle, Chief of Police

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Staff [Chief Hinkle as well as Animal Control Officers Clupper and Chase] will be present to participate in the discussion and offer recommendations at that juncture.

SUMMARY STATEMENT:

Council requested, during the March 2 meeting, that Chapter 6, Section 6.08.020 [titled: *Running at large prohibited*] of the Valdez Municipal Code be added to an upcoming Council agenda as a discussion item.

Attachments to aid in that discussion include:

- A redlined copy of Ordinance 07-07 in which Chapter 6, Section 6.04.010 was amended, including the definition of “restraint”.
- A copy of the current Chapter 6, Section 6.04.010, in which “restraint” is defined as *physical confinement, as by leash, chain, fence, or building*.
- A copy of Chapter 6, Section 6.08.020 [Running at large prohibited] as it currently reads.

Chief Hinkle, Animal Control Officer Clupper, and Animal Control Officer Chase will be present and prepared to discuss with Council.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 07-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA AMENDING TITLE 6 OF THE VALDEZ MUNICIPAL CODE
RELATING TO ANIMALS

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

Section 1. Chapter 6, Section 6.04.010 shall be amended to read as follows:

For the purposes of this title, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Animal” means a vertebrate, living creature, not a human being, not including fish but including fowl.

“Animal control officer” means the individual designated “animal control officer” by the chief of police, or if none has been designated, the chief of police. “Animal shelter” means the city facility for the keeping of animals impounded or otherwise taken into custody under this chapter.

“At large” means an animal that is not under restraint.

“Cattery” means a place where more than four cats that are four months of age or older are kept, whether by owners of the cats or by persons providing facilities and care, whether or not for compensation, but not including a pet shop.

“Chief” means the chief of the Valdez police department.

~~Competent Voice Control. An animal is considered to be under competent voice control when all of the following are met:~~

- ~~1. The person exhibiting the voice control is present with the animal and monitors all of its activities; and~~
- ~~2. The person exhibiting the voice control is capable of directing all of the animal's movements and activities by vocal commands; and~~
- ~~3. The animal under voice control follows all of the voice commands quickly and accurately. Any animal which is considered to be under competent voice control will be deemed not to be under competent voice control if the animal attacks a person or another animal.~~

“Dangerous animal” means an animal which without provocation has inflicted injury on a person or another animal on public or private property. The following exceptions, however, shall apply:

1. No animal may be declared dangerous if any injury or damage is sustained by a person who, at the time the injury or damage was sustained, was committing an unlawful trespass or other tort upon the premises occupied by the owner or keeper of the animal, or was testing, tormenting, abusing or assaulting the animal, or was committing or attempting to commit a crime.

2. No dog may be declared dangerous if the dog was protecting or defending a person within the immediate vicinity of the dog from an unjustified attack or assault.

3. No dog may be declared dangerous if the injury or damage to a domestic animal was sustained while the dog was working as a hunting dog, herding dog or predator control dog on the property of, or under the control of its owner, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog.

4. No dog shall be declared dangerous if the dog has been trained to attack persons independently or upon oral command while under the control and supervision of an authorized government or law enforcement unit and the act is directly associated with the proper execution of its duties.

"Department" means the Valdez police department.

"Dog" means both male and female dogs, including both domestic and wild canines.

"Dog fancier's facility" means a location designated for the keeping or harboring of from three to five dogs, over the age of three months, for the hobby or pleasure of the operator or owner.

"Fowl" means any bird, including the larger domestic birds such as chicken, duck, goose, turkey, etc.

"Hybrid animal" means an animal that is an offspring of a domesticated animal and a wild animal.

"Kennel" means a facility operated by a person engaged in the commercial buying, selling, training, keeping or boarding of dogs for profit, or a facility designed for the keeping or harboring of six or more dogs that are over three months old.

"Officer" means the animal control officer, any deputy animal control officer, or any police officer.

"Owner" means any person owning, keeping, harboring, caretaking or having custody or control of an animal.

"Pet shop" means a place or vehicle in or on which any dogs, cats, rodents, reptiles, fish, pet birds, exotic birds or exotic animals not born and raised on those premises are kept for the purpose of sale to the public.

"Provocation" means conduct which is directed by a person or an animal towards an animal that may reasonably be expected to arouse fear, rage, protective instinct or fury in the animal. Any animal which is at large cannot be considered to be provoked by an animal under restraint.

"Restraint" means and includes physical confinement, as by leash, chain, fence or building.

~~1. Physical confinement, as by leash, chain, fence or building or~~

~~2. Under competent voice control when an animal is engaged in an activity or form of training requiring that it not be physically confined.~~

"Sanitary living conditions" means the animals living area is reasonably clear of excrement and standing water. The area is clear of broken glass, trash, nails and other items that may cause injury or death to the animal.

"Vicious animal" means and includes:

1. An animal which when unprovoked has ever bitten or attacked a human being, serious enough to require treatment by a medical professional, without provocation on public or private property; or
2. An animal in violation of Section 6.08.060 which has been previously adjudged by a court to be "dangerous."

Section 2. Chapter 6, Section 6.08.070 shall be amended as follows:

6.08.070 Vicious animals.

A. While on the owner's property, a vicious animal shall at all times be kept indoors or in a six-sided enclosure with secure sides and a secure top, with a sign posted in a conspicuous place written in bold letters not less than three inches tall reading: "BEWARE! VICIOUS ANIMAL ON PREMISES."

B. A vicious animal may be off the owner's premises only if it is restrained in a locked cage or similar six-sided enclosure or restrained by a substantial leash not to exceed five feet, muzzled and under the direct control of a responsible adult.

C. A vicious animal may not be kept or transported in an open pickup or other vehicle without the animal being properly muzzled and restrained by a substantial chain of not more than three feet or restrained in a locked cage or similar six-sided enclosure. A sign must be secured in a conspicuous place written in bold letters not less than three inches tall reading: "BEWARE OF VICIOUS ANIMAL."

D. The owner or keeper of a vicious animal must notify the city animal control officer when the animal is moved to a new location. Notification is required when a vicious animal is sold or given away. The previous owner or keeper shall inform the new owner or keeper that the vicious animal has been adjudged "dangerous" and/or "vicious", and also inform the city animal control officer of the change of ownership and the identity and location of the new owner or keeper.

E. An animal adjudged a vicious animal may be destroyed by the city animal control department or the city police department upon court order or through the consent of the animal's owner.

Section 3. Chapter 6, Section 6.08.080 shall be amended as followed:

6.08.080 Dangerous animal.

A. A dangerous animal must be restrained by a fence or other barrier, in a house or garage on the owner's property; and

B. A sign shall be posted in a conspicuous place written in bold letters not less than three inches tall reading: "BEWARE! DANGEROUS ANIMAL ON PREMISES".

C. When off the owner's property, a dangerous animal must be under direct control of a responsible adult, and properly leashed and muzzled.

D. The owner or keeper of a dangerous animal must notify the city animal control officer when the animal is moved to a new location. Notification is required when a dangerous animal is sold or given away. The previous owner or keeper shall inform the

new owner or keeper that the dangerous animal has been adjudged “dangerous” and also inform the city animal control officer of the change of ownership and the identity and location of the new owner or keeper.

Section 4. Chapter 6, Section 6.12.010 (A) shall be amended to read as follows:

6.12.010 Licenses required – fees.

A. All dogs kept, harbored or maintained in the city shall be licensed and registered if over three months of age. ~~Dog licenses shall be issued by the city clerk upon payment of a license tax of five dollars per year for each neutered male or spayed female, and twenty dollars per year for each unneutered male or unspayed female.~~ The applicant shall state at the time application is made for each license his name and address, and the name, breed, color and sex of each dog owned or kept by him and shall provide proof of vaccination required by Section 6.12.040. Dog licenses shall be issued for a period of one year and shall run from the first of January in each calendar year to the thirty-first of December next following. For dogs requiring licensing later in the year, the license tax shall be the same as for a full year. The foregoing notwithstanding, upon proper application and presentation of proof of age, dog owners sixty years of age or older shall be exempt from payment of all license taxes. License fees shall be established by resolution of the city council.

Section 5. Chapter 6, Section 6.12.050 (E) shall be amended to read as follows:

6.12.050 Kennel or fancier’s facility licenses required.

E. ~~The fee for a kennel or fancier’s license shall be twenty dollars per year.~~ License fees shall be established by resolution of the city council. The license will be valid for one year from date of issue.

Section 6. Chapter 6.13 is created to read as follows:

CATS

Sections:

- 6.13.010 Excessive number prohibited.
- 6.13.020 Cattery license required

Section 6.13.010 Excessive number prohibited.

A. It shall be unlawful to own, keep or harbor more than four cats that are four months of age or older on any premises within the Valdez City limits. Only one litter of offspring may be kept on the premises until the age of four months. Exceptions are as follows:

1. Individuals in possession of a valid City of Valdez cattery license, city animal shelters and pet shops.

2. Individuals exceeding the allowable number of cats at the time of the enactment of Ordinance No. 07-07 from which this section derives, may be permitted excess allowable number of cats if the specific existing cats are documented by the animal control officer.

Section 6.13.020 Cattery license required.

A. A cattery license shall be required to own, keep or harbor more than four (4) but not to exceed ten (10) cats that are four months of age or older. In no event shall the cattery facility allow more than ten (10) cats four months of age or older on the premises for any duration.

1. License. It is unlawful for any person to keep and maintain a cattery without annually obtaining a license. No person shall own, operate or have a cattery facility without first obtaining a license as provided in this chapter. The fee for such annual license shall be assessed upon the owner or keeper of cats. The license fee shall be as established by resolution of the city council. The license will be valid for one year from date of issue. No license shall be issued or renewed for a cattery facility until an inspection has been made and the animal control officer has approved the license.

2. Inspection. The animal control officer or his designee shall inspect the proposed cattery and the animal control officer shall submit a report to the Chief of Police on the following:

a. That a health hazard does not exist nor will be created by the proposed cattery.

b. That a nuisance does not exist nor will be created for the occupants of land in the vicinity of the cattery.

c. That all cats have been or shall be properly vaccinated.

d. That adequate provisions have been made for keeping all cats confined indoors on the premises.

e. That adequate provisions have been made to keep the premises in a sanitary condition.

3. Revocation, suspension or refusal to renew. The animal control officer may, in addition to other penalties provided in this title, revoke, suspend or refuse to renew any cattery license based upon the criteria set forth in Section 6.13.020 (A)(2). Actions by the animal control officer in revoking a license may be appealed to the city manager by written notice within ten days of the animal control officer's actions. In the event of an adverse decision by the city manager, appeal may be taken to the city council by written notice submitted within ten days following action by the city manager. The city council may thereafter require the personal appearance of the appellant for the purpose of hearing and examining into the cause and taking appropriate action thereon. The decision of the city council shall be final.

Section 7. This ordinance takes effect immediately upon passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA this _____ day of _____, 2007.

CITY OF VALDEZ, ALASKA

Bert L. Cottle, Mayor

ATTEST:

Sheri L. Pierce, CMC, City Clerk

APPROVED AS TO FORM:

WALKER & LEVESQUE, LLC.

First Reading:
Second Reading:
Ayes:
Noes:
Absent:
Abstaining:

BY: _____
William M. Walker

6.04.010 Definitions.

For the purposes of this title, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Abandon” means intentionally, knowingly, recklessly or with criminal negligence leaving an animal at a location where it will not be provided proper food, water, shelter and care in a manner which might cause harm to the animal.

“Animal” means a vertebrate, living creature, not a human being, not including fish but including fowl.

“Animal control officer” means the individual designated “animal control officer” by the chief of police, or if none has been designated, the chief of police.

“Animal shelter” means the city facility for the keeping of animals impounded or otherwise taken into custody under this chapter.

“At large” means an animal that is not under restraint.

“Birds of prey” means eagles, hawks, owls, falcons, and other.

“Cattery” means a location designated for the keeping or harboring of more than four but not to exceed ten cats that are four months of age or older.

“Chief” means the chief of the Valdez police department.

“Dangerous animal” means an animal which without provocation has inflicted injury on a person or another animal on public or private property. The following exceptions, however, shall apply:

1. No animal may be declared dangerous if any injury or damage is sustained by a person who, at the time the injury or damage was sustained, was committing an unlawful trespass or other tort upon the premises occupied by the owner or keeper of the animal, or was testing, tormenting, abusing or assaulting the animal, or was committing or attempting to commit a crime.
2. No dog may be declared dangerous if the dog was protecting or defending a person within the immediate vicinity of the dog from an unjustified attack or assault.
3. No dog may be declared dangerous if the injury or damage to a domestic animal was sustained while the dog was working as a hunting dog, herding dog or predator control dog on the property of, or under the control of, its owner, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog.
4. No dog shall be declared dangerous if the dog has been trained to attack persons independently or upon oral command while under the control and supervision of an authorized government or law enforcement unit and the act is directly associated with the proper execution of its duties.

“Deleterious exotic wildlife” means any starling, English sparrow, or raccoon; any Muridae rodent (to include true mice and rats, gerbils, and their relatives), rockdove or Belgian hare that is unconfined or unconstrained; and any feral ferret or feral swine, or feral domestic rabbit.

“Department” means the Valdez police department.

“Dog” means both male and female dogs, including both domestic and wild canines.

“Fowl” means any bird, including the larger domestic birds such as chicken, duck, goose, turkey, etc.

“Hybrid animal” means an animal that is an offspring of a domesticated animal and a wild animal.

"Injury" means to damage, harm or cause pain and suffering.

"Kennel" means a facility operated by a person engaged in the commercial buying, selling, training, keeping or boarding of dogs for profit, or a facility designed for the keeping or harboring of six or more dogs that are over three months old.

"Livestock" means generally accepted outdoor farm animals such as goats, horses, pigs, barnyard fowl, etc., not to include cats, dogs and other house pets.

"Officer" means the animal control officer, any deputy animal control officer, or any police officer.

"Owner" means any person owning, keeping, harboring, caretaking or having custody or control of an animal.

"Pet shop" means a place or vehicle in or on which any dogs, cats, rodents, reptiles, fish, pet birds, exotic birds or exotic animals not born and raised on those premises are kept for the purpose of sale to the public.

"Provocation" means conduct which is directed by a person or an animal towards an animal that may reasonably be expected to arouse fear, rage, protective instinct or fury in the animal. Any animal which is at large cannot be considered to be provoked by an animal under restraint.

"Restraint" means and includes physical confinement, as by leash, chain, fence or building.

"Sanitary living conditions" means the animal's living area is reasonably clear of excrement and standing water. The area is clear of broken glass, trash, nails and other items that may cause injury or death to the animal.

"Vicious animal" means and includes:

1. An animal which when unprovoked has ever bitten or attacked a human being, serious enough to require treatment by a medical professional, without provocation on public or private property; or
2. An animal in violation of Section [6.08.060](#) which has been previously adjudged by a court to be dangerous.

"Wild animals" means moose, bear, coyote, wolverine, fox, or other wild mammals. (Ord. 19-04 § 1 (part): Ord. 18-01 § 1 (part): Ord. 09-07 § 1 (part): Ord. 07-07 § 1: Ord. 00-09 § 1; Ord. 93-20 § 1: prior code § 4-1)

6.08.020 Running at large prohibited.

- A. No owner or caretaker shall fail to properly restrain his/her animal to prevent it from running at large. When an animal is found running at large, an officer under this title is authorized to impound the animal and/or give its owner or caretaker a written warning or an animal at large citation.
- B. If any dangerous or vicious animal cannot be safely impounded or if any animal attacks an officer attempting to impound it, any officer may take whatever action is necessary to safeguard life and property endangered by the animal.
- C. Notwithstanding the foregoing provisions of this section, dogs may run freely in any area of the city in which both hunting and the discharge of firearms is permitted.
- D. No person other than an officer performing his/her duty may release an animal from restraint without the owner's permission, except to preserve the animal's life. (Ord. 19-04 § 1 (part): Ord. 18-01 § 2 (part): Ord. 09-07 § 2 (part): Ord. 00-09 § 5: Ord. 93-20 § 3: prior code § 4-11)



Legislation Text

File #: 21-0189, **Version:** 1

ITEM TITLE:

Approval of Beautification Task Force Recommendation to Award 2021 Beautification 50:50 Matching Grants in the Amount of \$42,149.22

SUBMITTED BY: Allie Ferko, MMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: \$42,149.22

Unencumbered Balance: \$114,128.75

Funding Source: 350.5550.55000 (Beautification Task Force Reserve)

RECOMMENDATION:

Approve Beautification Task Force recommendation to award 2021 Beautification 50:50 Matching grants in the amount of \$42,149.22

SUMMARY STATEMENT:

Following advertisement, the Beautification Task Force received 12 applications for the 2021 Beautification 50:50 Matching Grant Program. *(Blank application with program guidelines attached for reference.*

Ten of the 12 applications were determined to be eligible. One applicant was disqualified due to delinquent property taxes. *(Program criteria requires eligible properties to be current on property taxes.)* A second applicant was disqualified as they submitted their application after the established deadline. *(Program criteria clearly states late submissions will not be accepted and the Beautification Task Force did not feel it was appropriate or equitable to waive the submission deadline requirement).*

After careful consideration of program goals, detailed review of submitted applications, and scoring each eligible project, the Beautification Task Force selected and recommends awarding grant funding to the following five beautification projects in 2021:

<u>Organization</u>	<u>Property Address</u>	<u>Maximum Grant Award</u>
Growler Bay Brewing Company	224 Galena	\$4,200
Valdez Outfitters	241 North Harbor Drive	\$10,000

D&R Properties	2310 Richardson Hwy	\$9,974.22
Robe River Storage	455 9 th Street	\$10,000
Glacier Mini Storage	155 Mill Street	\$7,975

Total 2021 Grant Awards: \$42,149.22

Under grant program requirements, business owners can apply for a grant rebate to pay up to 50 percent of the actual cost of improvements, with a maximum reimbursement of \$10,000 per building. Projects involving corner buildings or buildings spanning double lots may request larger grant amounts, not to exceed a maximum reimbursement of \$20,000.

After all grant project work is complete, awardees must submit a reimbursement package which includes documentation of actual costs expended on the scope of work as outlined in their grant award letter. The grant is a reimbursable 50:50 match, at a not-to-exceed amount (reimbursed at 50% of actual costs up to grant award).

The attached spreadsheet outlines specifics related to adjusted allowable project scopes, request/award amounts, etc.

The spreadsheet also outlines why the remaining applicants were not selected to receive 2021 grant awards. Non-selected applicants will be provided guidance as to how they can best adjust their projects to meet program criteria in 2022.

This is the 6th year of the Beautification 50:50 Matching Grant Program.

While this year's total grant award recommendation is under \$100,000, expenditures related to this grant program are traditionally recommended by the Beautification Task Force and approved by City Council.

Members of the Beautification Task Force will be present during the City Council meeting to answer questions related to the grant project selection process. The recording of the March 30, 2021 Beautification Task Force meeting where grant applications were reviewed is also available on the city website (www.valdezak.gov/agendas <http://www.valdezak.gov/agendas>) for those interested in listening to the group's discussion.



Valdez Beautification 2021 Matching Grant Program

Good looks aren't everything, but they can definitely go a long way – especially when it comes to the outside of a small business. Research was completed on the following cities that assist beautification efforts in their communities with various types of matching grants:

- Long Beach, California
- Rogers Park, Chicago
- Tula, Oklahoma
- Ontario, California
- Princeton, West Virginia
- Huron, South Dakota
- Anderson, Chicago

The Valdez program, sponsored by the City of Valdez and recommended by the Beautification Task Force, was modeled from the programs above. It offers a matching grant designed to assist small businesses and non-profit organizations by improving the business setting for investors as well as to provide an overall upgrade in appearance for residents and visitors. 2021 will be the sixth year of the program and continues the expansion of eligible properties outside the core downtown district.

2021 program goals are:

- To improve the overall quality of building/structure facades and outside landscaping in order to attract more local residents and visitors to shop, eat, and do business in Valdez.
- To encourage and provide incentive for property/business owners to reinvest in our community.
- To provide higher ranking for grant applicants who choose to utilize local vendors, contractors, and materials.

ELIGIBLE PROPERTIES:

Eligible buildings must be used for commercial, non-profit, and/or mixed use purposes.

Eligible properties shall be geographically located in one of two “tiers”. Due to program goals and limited program funding, properties listed in Tier One will be given first priority for grant selection, however Tier Two properties may also be considered.

TIER ONE: Eligible properties located in the downtown area of Valdez. The downtown area is bordered by North Harbor Drive and Fidalgo Drive to the south, Pioneer Drive to the north, Meals Avenue to the east, and Hazelet Avenue to the west, and along the Richardson Highway from Meals Avenue to Crooked Creek. To be eligible for Tier One, properties must additionally have not have received City beautification matching grant funds in the past.

TIER TWO: Eligible properties located within Valdez city limits, but outside the downtown area. Eligible properties which have previously received a beautification matching grant also fall into Tier Two.

INELIGIBLE PROPERTIES:

Strictly residential properties, home-based businesses, and properties with delinquent property taxes are not eligible for the matching grant program.

GUIDELINES:

Grants will not be granted retroactively. All projects must be approved before any work begins.

If a business owner is not the owner of the building, they must get the property owner’s written approval prior to submitting an application.

Any changes to the project after grant approval must be approved before work commences or the grant will be forfeited.

Eligible improvements must be to the exterior of a building or landscaping and include, but are not limited to:

- Landscaping improvements. ***(Submitted projects which involve a landscaping component will be given higher priority consideration for the 2021 program.)***
- Removal of old signage and exterior clutter (to include removal of connex).
- Façade improvements.
Please note, painting of the exterior of a structure in conjunction with overall façade improvement will be given higher priority than simply painting.

ELIGIBLE COSTS (WITH APPROPRIATE DOCUMENTATION):

- Materials and shipping costs for approved improvements.
- Costs from appropriately licensed third party vendors and/or contractors.
- Architectural and engineering services.
- City fees and permits directly related to the project.

INELIGIBLE COSTS:

- Improvements commenced prior to application approval or issuance of notice to proceed.
- Improvements not specifically listed in the grant application.
- Improvements which are considered routine maintenance, such as replacement of light bulbs without an associated façade improvement, pavement replacement without an associated landscaping improvement, or painting without an associated façade improvement.
- Simple replacement of like items, such as a replacement of a sign with the exact same sign.
- Improvements made to previous work funded by a Beautification Matching Grant, unless the work is part of a phased beautification project.
- Repairs caused by damage to a building, structure, or property that should be completed through an insurance claim.
- Partial or full roof replacement.
- Improvements or work to a building or structure not yet built.

SELECTION PROCESS:

Total funding available for the Beautification Matching Grant Program is determined by the Valdez City Council. Due to limited funding, projects meeting the criteria of this program will be presented to the Mayor's Beautification Task Force for selection.

Applications are due to the City Clerk's Office no later than 5:00 p.m. on March 25, 2021. Applications received after the due date shall not be considered.

Applicants will submit a complete grant application to the City Clerk's Office at City Hall. This application must include a description of the desired project, sketches, samples, dimensions, bids, and a line item budget as outlined in the application. Sketches and renderings do not need to be professionally completed. Applications without design sketches or renderings will not be considered. The City may require more detail in order to issue permits after application approval.

Please note: Depending on available funding for the grant program, awarded matching grants may be less than the full amount requested in the project application.

Eligible projects will be scored by the Mayor's Beautification Task Force during their regular March 2021 meeting utilizing the score sheet on page four of this document.

Projects will be given higher priority if they make substantial visible improvements, are high visibility projects, result in improvements to surrounding properties, utilize locally procured materials/labor/contractors, and/or fall in Tier One as described above. Removal of exterior clutter, landscaping projects, and building façade improvements will also be given higher priority in the selection process.

The Mayor's Beautification Task Force will then forward the recommended list of grant awardees and grant amounts to the Valdez City Council for final funding approval at the next available regular Council meeting. Once grant projects are approved, City staff will mail matching grant award letters which include a "Notice to Proceed" for the project. The Notice to Proceed document must be signed by the grant recipient and returned to the City Clerk's Office before grant construction begins.



City of Valdez 2021 Beautification Matching Grant Score Sheet for Task Force Evaluation of Grant Applications

Applicant's Name: _____

Project Description: _____

Requested Matching Grant Amount: _____

Please score this project in terms of:

Guideline Requirements:

Score: _____ / 5

- Does the project meet the guidelines of the application?
- Is the project aesthetic in nature or mostly maintenance?
- Does the submitted application include all required information about the project?

Community Benefit:

Score: _____ / 5

- Does the project contribute to the overall goal of upgrading the appearance of the community?
- Does the project use locally sourced materials, labor, and/or contractors?

Planning:

Score: _____ / 5

- Does the application include drawings or renderings of the project components?
- Is there sufficient planning to demonstrate the project can be successful?
- Does the timeline make sense to ensure quality in project implementation?
- Have the date and time been set for the project's completion? Can the project be complete in 2020?

Please score this project's budget in terms of:

Score: _____ / 5

- Is the budget for the project competitive?
- Is the budget supported with a professional bid or bids?
- Can the project be successful if partially funded?
- Has the applicant leveraged additional resources?

Tier Location

Score: _____ / 5

- Is this project located geographically in Tier One (5 points) or Tier Two (0 points)

Total: _____ / 25

Rating Scale:

The organization, program or project is:

5=Overall excellent in all criteria with no *major* weaknesses or failings in the strict context of that criteria

4=Very good in all criteria or excellent in almost all, with perhaps no more than one major area requiring attention, correction, or major improvement

3=Good/average in all criteria, or very good in some areas but weak in others with at least one or more criteria requiring attention

2=Weak in several areas, but not necessarily absent of some merit in some areas

1=Very weak in almost all areas of the criteria

Evaluator Name: _____

Date: _____

Overall Evaluator Comments:

CONSTRUCTION:

Following approval, the applicant must secure all required federal, state, and municipal permits. **Projects which fail to obtain proper permitting shall forfeit their grant funding.**

If an applicant enters into an agreement with a contractor for the completion of specified eligible improvements, the applicant is solely responsible for the payment of services rendered on said project.

Applicant must complete the eligible improvements and submit for reimbursement **by November 30, 2021 as outlined in** the Notice to Proceed, unless otherwise extended in writing by the City of Valdez.

Time extension requests must be submitted to the Beautification Task Force thru the City Clerk's Office in writing. Extensions may only be granted one time, on a case by case basis, and for exceptional circumstances. Extensions must be approved by the Beautification Task Force and documented in a written letter to the grant awardee.

In the event the grant reimbursement package is not submitted by the deadline and a time extension has not been granted, the City of Valdez reserves the right to terminate the grant award without any liability to the applicant, so that those funds may be dedicated elsewhere.

GRANT AMOUNTS:

Business owners can apply for a grant rebate to pay for up to 50 percent of the cost of improvements, with a maximum reimbursement of \$10,000 per building. Projects involving corner buildings or spanning more than one lot/parcel may request larger grant amounts, not to exceed a maximum reimbursement of \$20,000.

Business owners are also urged to seek grants on smaller projects in the \$500 - \$1,500 range.

Please note: Depending on available funding for the grant program, awarded matching grants may be less than the full amount requested in the project application.

GRANT REIMBURSEMENT PROCESS:

Once the eligible improvements have been completed, applicant shall notify the City through completion of a grant reimbursement request package. The applicant must submit documentation to the City as outlined in the reimbursement package below, including associated receipts and paid invoices for verification of eligible costs, copies of permits and inspection reports, the appropriate business W-9, and in the event applicant used a contractor, that the contract was paid. Applicants must also submit color before and after photographs when requesting grant reimbursement.

After reviewing the accuracy of receipts and/or invoices for the eligible improvements, and upon verification that the eligible improvements have been completed in accordance with the grant award scope and project design drawings, plans, or specifications; the City will reimburse the applicant the matching grant amount within 30 days. **Only those improvements included in the original grant award will be eligible for reimbursement.**



Valdez Beautification Matching Grant Program 2021 Program Application

1. PROJECT LOCATION

Address to be improved: _____

Assessor Parcel ID Number(s): _____

Name of Business or Organization: _____

Is this property (check one): _____ Tier One _____ Tier Two

2. APPLICANT INFORMATION

Name: _____

Address: _____

Mailing Address: _____

Email Address: _____ Phone: _____

Do you: _____ Own _____ Rent (month to month) _____ Lease

If leased, date of lease expiration: _____

Name of Property Owner(s): _____

Property Owner Email Address: _____

Property Owner Phone: _____

3. DESCRIPTION OF PROPOSED IMPROVEMENTS

Please attach the following to this application for consideration:

- (a) Detailed written description of proposed work;
- (b) Sketches or drawings of proposed improvements, including samples/photographs of paint colors or materials to be used (do not need to be professionally drawn, but are required for application consideration);
- (c) Color “before” photographs of the area or areas to be improved;
- (d) Bids for contracted work; and
- (e) A letter/narrative addressed to the Beautification Task Force explaining how the proposed work adds to the aesthetics of your property and our community.

Applications missing any of the above items will not be considered.

4. ESTIMATED DAYS/MONTHS FOR PROJECT COMPLETION: _____

5. ESTIMATED COSTS (ATTACH AN ITEMIZED LIST OF COSTS ASSOCIATED WITH YOUR PROJECT.)

TOTAL ESTIMATED PROJECT COST: \$ _____

TOTAL MATCHING GRANT REQUESTED: \$ _____

Depending on available funding for the grant program, awarded matching grants may be less than the full amount requested in this project application. Could and would you proceed with this project if you are awarded less than the full matching grant amount requested?

Circle one: YES NO

Please explain. _____

By signing below, I confirm I have read and understand the requirements and process for the 2021 Beautification Matching Grant Program. The information submitted in this application is true and complete to the best of my knowledge.

Property Owner Signature: _____ Date: _____

Applicant Signature: _____ Date: _____



Valdez Beautification Matching Grant Program

Office of the Mayor
PO BOX 307
Valdez, AK 99686

PROPERTY OWNER
PO BOX XXX
Valdez, AK 99686

Dear _____,

Congratulations! The Mayor's Beautification Task Force selected the XXXXXXXX as a recipient of a 2021 Beautification Matching Grant.

Based upon your application, program guidelines and available grant funding, the Mayor's Beautification Task Force and Valdez City Council approved your award as follows:

XXXXXXXX Aesthetic Improvements (As outlined in application) \$XXXX

Total Award: \$XXXX

Only approved work, based upon your original application and up to the funding level above, will be reimbursed. Any changes to the project after grant approval must be authorized by the Beautification Task Force before work commences or the grant will be forfeited.

All grant eligible improvements must be completed and your grant reimbursement package submitted by November 30, 2021. Time extensions may only be granted on a case-by-case basis and for exceptional circumstances. Requests for time extension must be made in writing and submitted prior to the grant reimbursement deadline. In the event the improvements are not completed by the deadline, the City of Valdez reserves the right to terminate the grant award without liability to you, so that those funds may be dedicated elsewhere.

Please note, if you enter into an agreement with a contractor for the completion of specified eligible improvements, then you are solely responsible for the payment of services rendered on said project. Additionally, failure to obtain proper municipal, state, and federal permits for your project will result in ineligibility for grant funding reimbursement.

Grant funding is only awarded after all project work is complete and required grant documentation submitted to the City.

Please carefully read and follow the steps outlined below to ensure grant reimbursement:

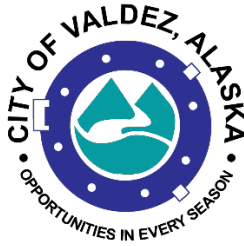
1. **Sign and return the attached Notice to Proceed before beginning any work.**
2. Take color “before” photographs of the area(s) to be improved as part of the grant award.
3. Apply and secure all permits required by the City of Valdez, State of Alaska, or other regulatory bodies.
4. Save all original receipts associated with grant-eligible project related work, including materials purchased, payment to third party vendors, contractors, architectural or engineering services, and paid fees and permits.
5. Schedule and receive any building or other inspections required by the City of Valdez, State of Alaska, or other regulatory bodies.
6. Take color “after” photographs of the area(s) improved as part of the grant award once project work is complete.
7. Submit the following to the City in one documentation package for review:
 - Completed Beautification Matching Grant Reimbursement Form;
 - A copy of this letter;
 - Copy of your completed Notice to Proceed;
 - Color “before” and “after” photographs;
 - Copies of all permits and inspection reports associated with the project;
 - Document itemizing all expenses related to the project (typed or handwritten);
 - Originals of all receipts associated with the project (all invoices must indicate they have been paid prior to submission);
 - Proof of contractor payment (if applicable); and
 - Copy of your business’ IRS W-9.

City of Valdez
Beautification Matching Grant Program
Attn: City Clerk’s Office
PO BOX 307
Valdez, AK 99686

After reviewing the accuracy of receipts and/or invoices for the eligible improvements, and upon verification that the eligible improvements have been completed in accordance with the design drawings, plans, specifications, or grant application; the City will reimburse you up to the grant award amount outlined in this letter. Reimbursement will be provided within 30 days.

Sincerely,

Sharon Scheidt
Mayor of Valdez



Valdez Beautification Matching Grant Program NOTICE TO PROCEED

Date: _____

Project: Valdez Beautification Matching Grant Program

To: XXXXXXXX

In accordance with the Agreement dated _____, you are to complete the WORK not later than November 30, 2021.

Summary of WORK:

- XXXXXXXX
- XXXXXXXX

Total estimated project costs are \$XXXXX. A maximum reimbursement of \$XXXXX has been approved.

By: _____ Date: _____
Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of above NOTICE to proceed is hereby acknowledged by _____

_____ this, the _____ day of _____, 20 ____.

Signature: _____ Date: _____

Printed Name: _____ Title: _____



Valdez Beautification Matching Grant Program REIMBURSEMENT FORM

Name of Grantee: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Item(s) to be Reimbursed (Attached itemized list which must match submitted receipts): _____

Total Project Costs: \$ _____

Total to be Reimbursed: \$ _____

Submit the following to the City Clerk's Office with this form and before the established deadline to be eligible for 50/50 grant reimbursement:

- Completed Beautification Matching Grant Reimbursement Form;
- A copy of this letter;
- Copy of your completed Notice to Proceed;
- Color "before" and "after" photographs;
- Copies of all permits and inspection reports associated with the project;
- Document itemizing all expenses related to the project (typed or handwritten);
- Originals of all receipts associated with the project (all invoices must indicate they have been paid prior to submission);
- Proof of contractor payment (if applicable); and
- Copy of your business' IRS W-9.

I declare under the penalty of perjury that the information I have provided herein is true and correct.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

SELECTED/RECOMMENDED PROJECTS FOR 2021 GRANT AWARD

Property Name	Property Address	Scope of Project	Project Cost	Recommended Grant Amount	Notes
Growler Bay Brewing Company	224 Galena	Raised garden beds and installing a decorative biergarten; removal of existing power pole curb	\$8,400.00	\$4,200.00	
Valdez Outfitters	241 North Harbor Drive	Extension of upstairs to be even with upstairs porch area. New glass doors and windows on front of building. Install cedar shingles, wood railings, and metal artwork.	\$28,118.00	\$10,000.00	Applicant previously selected for a grant for this work in 2019. Unable to complete due to weather. Instead of approving an extension since the grant work had not even been started, BTF requested the applicant reapply.
D&R Properties	2310 Richardson Highway	flashing; painting trim, windows, and doors; removal of steel supports from old canopy; removal of old window attachment.	\$19,949.55	\$9,974.22	
Robe River Storage	455 9th Street	Replace vinyl siding with modern metal siding. Trees and landscaping to the left side of the driveway.	\$30,304.00	\$10,000.00	Applied for a grant in 2020, but had to withdraw application due to pandemic impacts to business. Applicant only eligible for an up to \$10K grant under program criteria, as the property is a single parcel and not on a corner lot (applicant requested a grant amount larger than \$10K).
Glacier Mini Storage	155 Mill Street	Clearing/removing brush and level surrounding ground; create & purchase new signage; replace and paint trim on office cabin; new paint/trim for storage buildings	\$15,950.00	\$7,975.00	Proposed work on roofing in submitted application is not eligible for grant funds - Amount for the roofing project subtracting from project cost and grant amount in this spreadsheet
TOTALS:			\$102,721.55	\$42,149.22	

ELIGIBLE BUT NOT SELECTED FOR 2021 GRANT AWARDS

Property Name	Property Address	Scope of Project	Project Cost	Requested Grant Amount	Reason for Non-Selection By BTF
Haltness (ATM Properties)	205 Meals Ave	Replace stairwell, columns, and deck railing.	\$25,069.00	\$12,534.50	Mainly maintenance. Simple replacement of like items for like items is not eligible under program criteria. No clear aesthetic/design/décor upgrades included in the project. Previously applied for a grant covering similar work on this property and was not selected.
Petro Management Services	250 Fidalgo	Replace siding and trim. Regrade lot and fill potholes. Replace door and install decorative timber frame detail at door. Replace signage. Install silver metal corrugated wainscoting.	\$78,956.00	\$20,000.00	Mainly maintenance. Proposed parking lot area work not eligible under grant guidelines. Needs landscaping elements included in the plan, as well as a more complete aesthetic vision with color scheme/design samples as outlined in program criteria.
Stepping Stones	310 Egan St, Suite 101 & 102	Unclear from application - Sign installation and new fencing.	\$6,000.00	\$3,000.00	Incomplete application with unclear project scope. Simple sign installation of existing sign is not eligible for grant award. BTF supports future application from Stepping Stones which includes aesthetic upgrades to highly visible backyard area, but that was not clearly outlined in the submitted application materials.
Valdez Senior Center	1300 E Hanagita	Project One: Landscaping around front driveway/entrance - planters, plants, and new benches; Project Two: Replacement of gazebo, table, benches, and umbrella.	\$3,182.00	\$1,591.32	Application was not signed by property owner, as required by grant criteria. Property has received multiple grant awards in the past. BTF believes submitted projects may be more appropriately coordinated through the city CSO grant process or city capital facilities department, as the building is owned by the city.
Valdez Kennels	2306 Richardson Highway	Art display/garden installation	\$5,630.00	\$2,815.00	When project scope is approved, BTF appreciates color-coded photos and an overview of what items are being placed where and drawings/color samples of what the items will look like, as described in the program criteria. While the BTF appreciated the landscaping/art elements of the project, the application needed a more clear description and an overall cohesive project vision.

INELIGIBLE APPLICATIONS

Property Name	Property Address	Scope of Project	Project Cost	Requested Grant Amount	Reason for Ineligibility
Mountain Sky Hotel	101 Meals Ave	Painting exterior of building	\$48,000.00	\$20,000.00	Does not qualify for 2021 program due to delinquent property taxes as described in the program criteria.
The Painted Moose	239 North Harbor Drive	Exterior paint; slat board for decorative wall; window boxes including wood, trim, and corbels; new signage and decal for door; deck restoration, including cleaner, stripper, and stain; new outdoor furniture, pillows, and cushions; plants for window boxes.	\$1,700.00	\$850.00	Does not qualify for 2021 program due to late submission of application as described in the program criteria. The BTF supported this project and appreciated the project scope/design, however did not feel it was appropriate or equitable to allow a waiver of the application deadline.



Legislation Text

File #: 21-0190, **Version:** 1

ITEM TITLE:

Approval of Contract Amendment #1 with Dean Day DBA Day Engineering for Phase III Final Design and Grant/ Loan Submittals - Sewer Force Main Replacement in the amount of \$ 756,600.00.

SUBMITTED BY: Lindy Vititow, Capital Facilities Project Manager II

FISCAL NOTES:

Expenditure Required: \$ 756,600.00

Unencumbered Balance: \$ 2,413,580.00

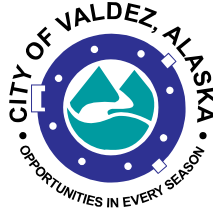
Funding Source: 310-2536-58000

RECOMMENDATION:

Approve the Contract Amendment #1 with Dean Day DBA Day Engineering for Phase III Final Design and Grant/ Loan Submittals - Sewer Force Main Replacement in the amount of \$ 756,600.00.

SUMMARY STATEMENT:

This is an amendment to their original Professional Services Agreement contract number 1537. The original contract encumbered money for Phase I and II work only. Phase I was for Feasibility and that portion of the work is completed. Phase II was for Preliminary Design and Permitting. The Preliminary Design is complete and the Permitting portion is currently processing. This amendment for Phase III work is for Final Design and Grant/ Loan Submittals. Please note that once this Phase III - Final Design and Grant/ Loan Submittals work is complete there will be a future required Phase IV that will be needed. Phase IV will include future Construction Administration and Construction Documents.



**City of Valdez
Contract Amendment # 1**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and
Dean Day DBA Day Engineering (“Consultant”), is to the following AGREEMENT dated the
___ day of _____, 2021:

Project: Sewer Force Main Replacement

Project No: 18-310-2536

Contract No.: 1537

Cost Code: 310-2536-58000

Consultant’s project manager under this agreement is Dean Day.

City’s project manager is Lindy Vititow.

ARTICLE 1. Justification

The above referenced AGREEMENT requires modification due to the following requirements or conditions: The original contract agreement was for Phase I and II design work only. Phase I design work was for Feasibility and Phase II design work was for Preliminary Design and Permitting. This “Contract Amendment #1” is for the required Phase III design work which will include Final Design and Grant/ Loan Submittals.

ARTICLE 2. Scope of Work - Period of Performance

Scope of work and/or Period of Performance to the above referenced AGREEMENT shall be modified as specified in the attached proposal dated March 17, 2021, which is hereby incorporated by this reference.

ARTICLE 3. Compensation

Original amount of the AGREEMENT: \$586,300.00

Amount Changed by previously authorized Amendment: \$0.00

AGREEMENT Amount prior to this Amendment: \$586,300.00



Amount of this Amendment: \$756,600.00

New total AGREEMENT amount including this Amendment: \$1,342,900.00

ARTICLE 4. Extent of Agreement:

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

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

Dean Day DBA Day Engineering

**CITY OF VALDEZ, ALASKA
APPROVED:**

Name of Company Rep Authorized to Sign

Sharon Scheidt, Mayor

BY: _____

Date: _____

TITLE: _____

ATTEST:

DATE: _____

FEDERAL ID #: _____

Sheri L. Pierce, MMC, City Clerk

Date: _____

Signature of Company Secretary or Attest

Date: _____

Mark Detter, City Manager

Date: _____

Agreement for Professional Services
Project: Sewer Force Main Replacement
Project No. 18-310-2536
Contract No. 1537
Cost Code: 310-2536-58000



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

RECOMMENDED:

Jon S. Wakeland

Nathan Duval, Capital Facilities Director

Date: _____

Date: _____



PO BOX 651 • EUREKA, NEVADA 89316 • (775) 293-1743
5 EAST PARK STREET • FALLON, NEVADA 89406 • (775) 423-9090

March 17, 2021

Nathan Duval, Capital Facilities Director
City of Valdez Capital Facilities
300 Airport Road, Suite 201
P.O. Box 307
Valdez, Nevada 99686

RE: Lift Station, force main, and treatment plant headworks sewer improvements
SUBJ: Cost Proposal to continue with the design and construction inspection / administration engineering

Dear Mr. Duval:

In 2019, this project was conceptually divided into four phases:
Phase 1 – Feasibility, Phase 2 – Preliminary Design and Permitting, Phase 3 – Final Design and Grant / Loan Submittals, Phase 4– Construction.

The City of Valdez awarded the work for only Phase 1 and Phase 2 to Day Engineering after requesting qualifications from several engineering firms. The scope of work was indeterminant when we began, and it was decided not to pursue Phase 3 and Phase 4 until we had more information. Phase 1 and Phase 2 are nearing completion. You have requested a cost proposal for us to continue with the engineering for Phase 3.

Phase III– Final Design and Grant / Loan Submittals..

Final permitting, obtaining land ownerships – right-of-way, land purchases, dewatering permits / plans, agency reviews and approvals, bid ready construction plans and specifications, obtain available grants / loans depending on agency timing.

We are pleased to give the following cost proposal for the final design, grant / loan submittals, of sewer improvements within the City of Valdez. This will include the design, surveying, engineering, all permitting, required for:

1. New Lift Station 1 (by the animal control facility).
2. Abandonment of the existing Lift Station 1.
3. Installation of a new force main system between Lift Station 1 and the wastewater treatment plant.
4. Installation of a new force main from Lift Station 3 (southeast corner of Mineral Creek Loop) to the wastewater treatment plant.
5. Headworks (bar screen, grit removal, and septage receiving) at the wastewater treatment plant, and some re-plumbing of water and sewer services at the plant.
6. Public communication, grant/loan application assistance, and all other related professional services required for this project will also be included.

Preliminary Project Schedule:

June 2020 – September 2021 – Permitting of selected route, final funding agency applications and approvals/ denials.

September 2021 – March 2022 – Final design, ADEC approvals, prepare bid for advertising per City of Valdez policies, and funding agency guidelines.

Engineering Cost Proposal:

PHASE 3 – FINAL DESIGN AND GRANT / LOAN SUBMITTALS

DAY ENGINEERING IN-HOUSE	\$ 400,000
Stephl – Horizontal Directional Drilling + 15%	\$ 77,000
DOWL Permitting + 15%	\$ 6,400
Shannon & Wilson – Dewatering / Geotech + 15%	\$ 13,700
Bezek-Durst-Seizer – Architect, Structural + 15%	\$ 99,200
RSA – Electrical, Mechanical + 15%	\$ 42,400
Wrangell Mountain Surveying / Design + 15%	\$ 57,500
S&B – Telemetry and Controls +15%	<u>\$ 60,400</u>
PHASE 3 TOTAL	\$ 756,600

SCHEDULE OF RATES AND CHARGES FOR DAY ENGINEERING SERVICES

ENGINEERING & GENERAL SUPERVISION

	<u>RATE PER HOUR</u>
Principal or Officer of Firm	\$ 165.00
Project Engineer	\$ 125.00
Field or Design Engineer	\$ 100.00
Draftsman	\$ 80.00
Field or Office Assistant	\$ 60.00
Sub-consultants	\$ Cost plus 15%

CONSTRUCTION INSPECTION

	<u>RATE PER HOUR</u>
Resident Engineer	\$ 125.00
Resident Inspector	\$ 100.00

REIMBURSABLE EXPENSES

1. Travel from office at \$0.50 per mile, or as actual out-of-pocket cost plus time at above rates both ways
2. Actual cost of subsistence and lodging
3. Actual cost of long distance telephone calls, telegrams, express charges, and posting other than ordinary first-class
4. Actual cost of materials required for the job and used in surveying, drafting, and allied activities, including printing and production costs
5. Actual cost of special tests and services of special consultants.



Legislation Text

File #: 21-0191, **Version:** 1

ITEM TITLE:

Approval of Contract with Build Alaska General Contracting, LLC for VCT Causeway Repairs in the Amount of \$518,205.00

SUBMITTED BY: Thomas Sanborn, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$518,205.00

Unencumbered Balance: \$750,000.00

Funding Source: 350-0310-55000.2011

RECOMMENDATION:

Approve the Contract with Build Alaska General Contracting, LLC for VCT Causeway Repairs in the Amount of \$518,205.00

SUMMARY STATEMENT:

Project Description: This project includes repairs to eight (8) pile caps suffering from varying degrees of deterioration; as well as replacement of the guardrail spanning the full length of the causeway.

The remaining pile caps identified in the 2015 condition assessment from Moffat & Nichol will be repaired in this project. These repairs will stop further deterioration of the concrete piles and therefore extend the useful lifetime of the causeway.

Construction Schedule: The Contractor has between May 1, 2021 and July 2, 2021 to complete the work for this project.

Liquidated Damages: \$500 per day.

Bidding: Two responsive bids were received by the bid opening deadline for this project. There were no non-responsive bids for this project. Build Alaska General Contracting, LLC was the low bid, and was approximately 14% below the Engineer's Estimate.

Engineer's Estimate: \$600,000.00

Summary of Proposals Received

Bid Opening - March 30, 2021 at 10:00 AM

Project: VCT Causeway Repairs
Contract No. 1747
Project No. 20-30-2011

Build Alaska General Contracting, LLC

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
1	Mobilization and demobilization	1.0000	LS	\$88,350.00	\$88,350.00
2	Worker Meals and Lodging, or Per Diem	1.0000	LS	\$45,305.00	\$45,305.00
3	Pile Cap Concrete Repairs	40.0000	CF	\$4,900.00	\$196,000.00
4	Reinforcement Materials	60.0000	LF	\$85.50	\$5,130.00
5	Reinforcement Installation	60.0000	LF	\$310.00	\$18,600.00
6	Guardrail Replacement	3,000.0000	LF	\$28.50	\$85,500.00
7	Contingency Account (Additional Concrete and Reinforcement Repairs)	1.0000	CS	\$50,000.00	\$50,000.00
	Field engineering, submittals, shop & record drawings, operating instructions,	1.0000		\$29,320.00	\$29,320.00
5	O&M manuals, and close-out punchlist		LS		
Total:					\$518,205.00


Prosser Dagg Construction

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
1	Mobilization and demobilization	1.0000	LS	\$150,000.00	\$150,000.00
2	Worker Meals and Lodging, or Per Diem	1.0000	LS	\$31,000.00	\$31,000.00
3	Pile Cap Concrete Repairs	40.0000	CF	\$8,265.00	\$330,600.00
4	Reinforcement Materials	60.0000	LF	\$65.00	\$3,900.00
5	Reinforcement Installation	60.0000	LF	\$225.00	\$13,500.00
6	Guardrail Replacement	3,000.0000	LF	\$19.00	\$57,000.00
7	Contingency Account (Additional Concrete and Reinforcement Repairs)	1.0000	CS	\$50,000.00	\$50,000.00
	Field engineering, submittals, shop & record drawings, operating instructions,	1.0000		\$9,000.00	\$9,000.00
5	O&M manuals, and close-out punchlist		LS		
Total:					\$645,000.00

The bid totals are subject to correction after the bids have been completely reviewed.

Totals have been reviewed
Totals have been corrected



I hereby certify that the above is a true and correct summary of proposals received.
 Project Manager

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: VCT Causeway Repairs
Project Number: 20-350-2011
Contract Number: 1747
Cost Code: 350-0310-55000.2011
Issued for Construction
Date: February 26, 2021



City of Valdez
Capital Facilities and Engineering
300 Airport Road, Suite 201
P.O. Box 307
Valdez, Alaska 99686

Project Manager:
Tom Sanborn

Construction Plan Set Completed By:
PND Engineers, Inc.
1506 West 36th Avenue
Anchorage, Alaska 99503



**City of Valdez
Contract Documents**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

Table of Contents

Invitation to Bid_____	<u>3</u>	
Instructions to Bidders_____	<u>4</u>	
Addendum Acknowledgement_____	<u>10</u>	
Bid Schedule_____	<u>11</u>	
Bid Bond_____	<u>13</u>	
Agreement_____	<u>14</u>	
Acknowledgement_____	<u>16</u>	
Non-Collusion Affidavit_____	<u>17</u>	
Labor and Material Payment Bond_____	<u>18</u>	
Performance Bond_____	<u>20</u>	
Contractor Certificate of Substantial Completion_____	<u>22</u>	
Contract Release_____	<u>23</u>	
Special Provisions_____	<u>25</u>	
Modifications and Additions to the Standard Specifications_____	<u>31</u>	
Minimum Prevailing Wage Rates_____	<u>45</u>	
Addendum 1 _____		Attached
Drawings Titled “VCT Causeway Repairs”_____		Attached
Appendix A – Reference Drawings VCT Causeway (1980)_____		Attached



**City of Valdez
Invitation to Bid**

Date: February 26, 2021

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

The VCT Causeway Repairs Project includes, but is not necessarily limited to:

Completing concrete repairs on eight (8) pile caps suffering from varying degrees of deterioration. The project also includes removing the existing guardrail, repairing any vertical supports, and installing a new W-beam guardrail along the full length of the causeway.

Engineers Estimate for construction is between \$ 550,000 and \$ 650,000.

Sealed bids will be accepted electronically until 10:00 am local time on March 30, 2021, at www.bidexpress.com. The bids will be publicly opened at that time.

A non-mandatory pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on March 10, 2021, at 1:30 pm.

Complete sets of the bid documents may be purchased from Digital Blueprint, 903 West Northern Lights Blvd., Anchorage, AK 99503, (907) 274-4060. Bid documents may also be downloaded from the City of Valdez solicitation page at www.bidexpress.com. Bidders are encouraged to register as a plan holder at the link listed within the bid posting to ensure receipt of any addendum issued for this project.

Bid security in the amount of 5% of the total bid is required.

The City reserves the right to waive any irregularities or informalities in a bid and to reject any and all bids without cause.

Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid if required by law.

Requirements of the Alaska Employment Preference (AS 36.10) must be met.

The City of Valdez encourages disadvantaged, minority and women-owned firms to respond and is available to assist said firms in learning how to do business with the City.

The City of Valdez "Standard Specifications and Standard Details" shall be used. An electronic copy is available from the City of Valdez website at <http://www.valdezak.gov> under "standards and specifications" located on the "quick links" portion of the Capital Facilities Department page.



**City of Valdez
Instructions to Bidders**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

CAUTION:

Your bid may be rejected if it is not properly executed. Check that the following items have been accomplished to help assure a responsive bid. Please read Sections 6 and 7 carefully.

1. Bid Form
 - A. The Bid Form has been executed and signed.
 - B. Addendum Acknowledgement Form has been executed and signed.
2. Bid Security or Bid Bond
 - A. An executed Bid Security (Bid Bond) in the amount indicated on the Invitation to Bid.
 - B. Verify that the Certificate showing the Corporate Principal on the form is executed if applicable.
3. Alaska Business License, a copy your current license must be included.
4. Alaska Contactor Certificate of Registration
 - A. A copy of your current Alaska Contractor License of Registration in the bidder's name must be included with the bid.
 - B. The Contractor is required to verify that the appropriate license(s) is in place prior to submitting their bid for the project's scope of work.
5. A bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid.

Note: Any certified checks may be held uncollected at the risk of bidders submitting them.

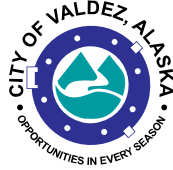
1. General

Bidders are requested to study and follow these instructions about 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 notice under Section 7, Required Documents for Bid, as to which forms and documents are required for your bid to be considered.

2. Explanation to Bidders

Requests from bidders concerning interpretations or clarifications of the bid documents shall be made in writing to the project manager or project engineer. Such requests shall arrive at least three working days prior to the date for opening bids. There needs to be sufficient time allowed for a reply to reach all bidders before the submission of the bids. Explanations made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and receipt of the addendum must be acknowledged on the Addendum Form.



3. Site Conditions

Bidders are encouraged to visit the site to ascertain pertinent local conditions, location, accessibility, terrain, labor conditions, conditions of surrounding areas, and any other aspect that may impact the project.

4. Addenda Requirements

All bids must include the Addendum Acknowledgement Form. If addendums have been issued the bidder must state on the form all the addendums have been acknowledged. If no addendums were issued then the bidder is to write “NONE” on the form. The Addendum Acknowledgement Form shall be reviewed prior to acceptance of the bid.

5. Submissions of Bids

All bids must be submitted electronically through Bid Express at www.bidexpress.com. Hard copy or paper submissions will not be accepted.

All electronic bidders must first register on bidexpress.com. Instead of paying paper bidding costs (hand or hired delivery costs), a fee of \$35 will be incurred for those who wish to bid electronically on a pay-per solicitation basis. Alternatively, you may subscribe for \$50 per month for unlimited electronic bid submission for all agencies posting solicitations on the bidexpress.com website, plus get email notifications by agency/work type/commodity code.

For bidders who are bidding online and wish to utilize the electronic bid bond option, please see the [FAQs](#) page regarding electronic bid bonds (bottom of the page in the link).

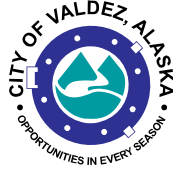
For additional guidance, please contact the Bid Express team at toll free (888) 352-2439 (select option 1) or at support@bidexpress.com

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 or price for all items. Bidders must quote on all items. Failure to do so may result in disqualification. Alternative bids will not be acceptable unless requested.

Bids can be modified until the bid deadline on Bid Express. Modification by facsimile or email will NOT be allowed for bids.



7. Required Documents for Bid

The following listed documents are to be completed and submitted at the time of bidding. Deviation from these requirements will be grounds for rejection of the bid.

- A. Addendum Acknowledgement Form, fully completed original (see Item 6 above also)
- B. Bid Schedule, fully completed original (see Item 6 above also)
- C. Bid Bond, original
- D. Copy of current and appropriate Alaska Contractor License for this Scope of Work.
- E. Copy of current Alaska Business License
- F. Verification of Experience in accordance with Section 30.10, Article 11.1.

8. Required Documents for Award of the Contract

The following documents must be executed prior to award of the contract and the initiation of work. Contractors are urged to expedite the completion of these documents. This will allow the contract award and notice to proceed to be issued expeditiously. These documents must be submitted within ten (10) working days after the date of notice of award.

- A. Agreement Pages (2 signed copies)
- B. Entity Acknowledgement (Corporate, LLC, Limited Partnership, Individual)
- C. Non-collusion Affidavit
- D. Contract Bond (Payment Bond: See Bonding Requirements below)
- E. Contract Bond (Performance Bond: See Bonding Requirements below)
- F. Certificate of Insurance naming City of Valdez as an "Additional Insured"
- G. Certificate of good standing for a Corporation or LLC
- H. City of Valdez Business Registration
- I. Executed W-9 Form

9. Bonding Requirements

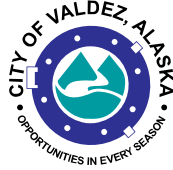
- A. Bid Security (Bid Bond or Certified Check)

Bid Security is required and shall be in the form of a Certified Check for each bid or a Bid Bond prepared on the attached Bid Bond Form.

The Bid Bond must be executed by the bidder as principal and be executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

The Bid Security shall be issued for five percent (5%) of the bid amount.

Bid Securities will be returned to all except the three lowest bidders. The remaining certified checks or bid bonds will be returned, after the Owner and the accepted bidder have executed the Contract. Failure of the Owner to return the certified checks or bid bonds in a timely manner will create no liability on the part of the Owner. If no award has been made within sixty (60) days after the bid opening, all bidders except the one who has received the notice of intent to award may request the return of their cash, check or bid bonds.



B. Contract Payment Bond

A Contract Payment Bond is not required if the total dollar amount of the contract is less than One Hundred Thousand Dollars (\$100,000).

A Contract Payment Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Payment Bond will be in the amount of One Hundred Percent (100%) of the Bid amount.

Contract Payment Bond shall be prepared on the Payment Bond Form that is attached. The Bond must be executed by the Contractor as principal and executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

C. Contract Performance Bond

A Contract Performance Bond is not required if the total dollar amount of the contract is less than One Hundred Thousand Dollars (\$100,000).

A Contract Performance Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Performance Bond) will be in the amount of One Hundred Percent (100%) of the Bid amount.

Contract Performance Bond shall be prepared on the Performance Bond Form that is attached. The Bond must execute by the Contractor as principal and executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

Section 2.80.080 of Valdez City Code provides for a modified contractor bond. Bidders shall familiarize themselves with exemptions allowed and the requirements for exemptions.

10. Bidder Qualifications

Before a bid is considered for award, the apparent low bidder's Verification of Experience submitted with their bid will be evaluated against the Experience Requirements in Section 30.10, Article 11.1. Failure to submit the Verification of Experience by the bid deadline may result in a bid being declared non-responsive.

11. Withdrawal of Bids

Bids may be withdrawn by written request received from the bidder prior to the bid opening time. Errors on the part of the bidder in preparing the bid, confers no right for the withdrawal of the bid after the bid has been opened.



12. Bidders Interested in More than One Bid

If any one party, by or in name of his or their agent, partner or other person, offers more than one bid, all such bids will be rejected. A party who quoted prices to a bidder is not disqualified from quoting prices to other bidders or from a bid directly for the work.

13. Rejection of Bids

The Owner reserves the right to reject any and all bids, when such rejection is in the interest of the Owner; to reject the bid of a bidder who 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 Owner in, in a position to perform the contract; or to waive any irregularities or informalities in a bid.

14. Hiring of Local Labor

The Owner encourages that every Contractor and Subcontractor, employ to the maximum extent practical and allowed by law, qualified people who regularly reside in the project area.

15. Local Bidder Preference

The Valdez City Code provides for a local bidder preference as follows:

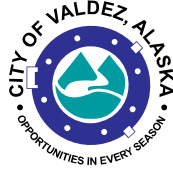
Section 2.80.020 Definitions

“Local bidder” means a bidder that is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city and satisfies one of the requirements set forth in subsections (1) through (3) of this definition for a period of eighteen consecutive months immediately prior to the opening of a competitive city bid for which the bidder wishes to utilize the local bidder preference:

1. If the bidder is a corporation or limited liability company, the bidder’s primary business address has a city of Valdez postal zip code, as reflected on the bidder’s state of Alaska business license or the records of the State of Alaska Department of Commerce, Community and Economic Development, Division of Corporations;
2. If the bidder is an individual, the bidder’s primary business or residential address has a city of Valdez postal zip code, as reflected on the bidder’s state of Alaska business license;
3. If the bidder is a general partnership, a limited partnership, or a joint venture, at least one of the general partners has a postal zip code compliant with subsection (1) or (2) of this definition.

Section 2.80.065H Competitive Bidding

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.



16. Award of Bid

The bid, if awarded, will be awarded to the lowest responsive responsible bidder as determined by the terms of the City Code and this document.

17. Pre-Bid Conference

A non-mandatory Pre-Bid Conference will be held on March 10, 2021, at 1:30 pm at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska.

18. Pre-Award Conference

Before the award of the contract a Pre-Award Conference may be held between the Engineer or Project Manager and the apparent low bidder.



**City of Valdez
Addendum Acknowledgement**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

The bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid. If there are no addendums please state NONE above your name.

Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____

Company Name

Authorizing Name

Date

Title

Signature

Addendum Acknowledgment

The bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid. If an addendum is issued after you have submitted your bid, you will need to come back to this form and update your Addendum Acknowledgment to reflect the new addendum.

Addendum Acknowledgment
Addendum 1 issued March 22, 2021

Initials *
TVL

Company Name *
Build Alaska General Contracting, LLc

Authorizing Name *
Mary VanLiere

Date *
03/29/2021

Title *
Managing Member/Owner

Signature *
Mary VanLiere



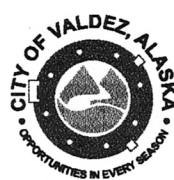
**City of Valdez
Bid Schedule
Page 1 of 2**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Mobilization and demobilization	1	LS	N/A	
2	Worker Meals and Lodging, or Per Diem	1	LS	N/A	
3	Pile Cap Concrete Repairs	40	Cubic Foot		
4	Reinforcement Materials	60	Linear Foot		
5	Reinforcement Installation	60	Linear Foot		
6	Guardrail Replacement	3,000	Linear Foot		
7	Contingency Account (Additional Concrete and Reinforcement Repairs)	1	CS	N/A	\$50,000
8	Field engineering, submittals, shop & record drawing, operating instructions, O&M manuals, and close out punch list	1	LS	N/A	

Note: All other work necessary to complete this project in accordance with the contract documents is incidental to the bid items in this bid schedule.

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
1	Mobilization and demobilization	1.0000	LS	\$88,350.00	\$88,350.00
2	Worker Meals and Lodging, or Per Diem	1.0000	LS	\$45,305.00	\$45,305.00
3	Pile Cap Concrete Repairs	40.0000	CF	\$4,900.00	\$196,000.00
4	Reinforcement Materials	60.0000	LF	\$85.50	\$5,130.00
5	Reinforcement Installation	60.0000	LF	\$310.00	\$18,600.00
6	Guardrail Replacement	3,000.0000	LF	\$28.50	\$85,500.00
7	Contingency Account (Additional Concrete and Reinforcement Repairs)	1.0000	CS	\$50,000.00	\$50,000.00
5	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	1.0000	LS	\$29,320.00	\$29,320.00
					Total: \$518,205.00



City of Valdez
Bid Schedule
Page 2 of 2

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

Total Base Bid Amount:

Five hundred eighteen thousand two hundred five Dollars No Cents
(\$ 518,205.00)

I, MARY VANLIERE, hereinafter called Bidder, an individual doing business as BUILD ALASKA GENERAL CONTRACTING, (strike out inapplicable words:) a partnership, a corporation incorporated in the State of Alaska, a joint venture, hereby submits this bid and agrees: to hold this bid open for forty five (45) days, to accept the provisions of the Instruction to Bidders, to accomplish the work in accordance with the contract documents, plans, specifications, for the lump sum and unit price amounts as set forth in this bid schedule.

Respectfully submitted this 30 day of MARCH, 2021

BIDDER:

BUILD ALASKA GENERAL CONTRACTING
Company Name

MARY VANLIERE
Authorizing Name

PO Box 2216
Address

OWNER - MANAGING MEMBER
Title

HOMER, AK 99603
City, State, Zip Code

Mary VanLiere
Signature

(907) 399-7484
Telephone Number

mary@buildingalaska.net
Email Address

55-889437
Federal I.D. or S.S.N.

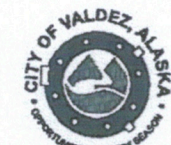
CORPORATE SEAL

ATTEST:

[Signature]
Signature of Corporate Sec.

TODD VANLIERE
Print Name





**City of Valdez
Bid Bond**

KNOW ALL MEN BY THERE PRESENTS, that we

Build Alaska General Contracting LLC
PO Box 2216
Homer, AK 99603

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

Western National Mutual Insurance Company
PO Box 1463
Minneapolis, MN 55440

(Insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Alaska as surety, hereinafter called the Surety, are held and firmly bound unto

City of Valdez
P.O. Box 307
Valdez, Alaska 99686

as Obligee, hereinafter called the Obligee, in the sum of Five percent of attached bid

Dollars (\$ 5% of attached bid),

For the payment of which sum well and truly to be made, the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with Obligee in accordance with terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of March, 2021

(Witness)

(Witness)

(Principal)

(Seal)

Todd Vanliere, Member

(Title)

(Surety)

(Seal)

Christopher Pobieglo, Attorney in Fact

(Title)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Angie M Pobieglo, Christopher S Pobieglo, Eric VanHorne, Geoffrey S Willis

Business Insurance Associates (#009691)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

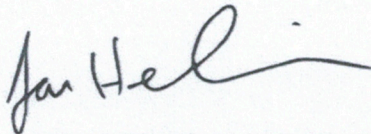
RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

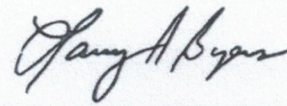
RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.



Jon R. Hebeisen, Secretary

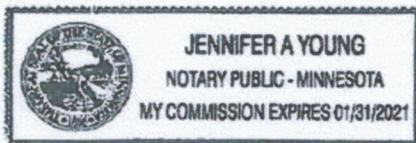


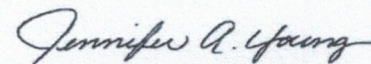


Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

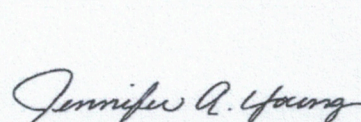





Jennifer A. Young, Notary Public
My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 24 day of March, 2021

Jennifer A. Young, Assistant Secretary

License #: CONE39660
Effective: 12/21/2020
Expires: 12/31/2022

State of Alaska

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing

Regulation of Construction Contractors and Home Inspectors

Licensee: **BUILD ALASKA GENERAL CONTRACTING, LLC**

License Type: **General Contractor Without Residential Contractor Endorsement**

Status: **Active**

Doing Business As: **BUILD ALASKA GENERAL CONTRACTING, LLC**

Commissioner: Julie Anderson

Relationships

No relationships found.

Designations

No designations found.

Relationships

Relationships

Relationships

Relationships

Relationships

Relationships

Relationships

Wallet Card

BUILD ALASKA GENERAL CONTRACTING
Po Box 2216
Homer, AK 99603-2216

State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors		
BUILD ALASKA GENERAL CONTRACTING, LLC		
DBA: BUILD ALASKA GENERAL CONTRACTING, LLC		
As		
General Contractor Without Residential Contractor Endorsement		
License CONE39660	Effective 12/21/2020	Expires 12/31/2022

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

BUILD ALASKA GENERAL CONTRACTING, LLC

PO BOX 2216, HOMER, AK 99603

owned by

BUILD ALASKA GENERAL CONTRACTING, LLC •

is licensed by the department to conduct business for the period

December 23, 2019 to December 31, 2021
for the following line(s) of business:

23 - Construction



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

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

Julie Anderson
Commissioner



City of Valdez
Agreement Page 1 of 2

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

This agreement is made on the ____ day of April, 2021, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and Build Alaska General Contracting, LLC doing business as a partnership, located in Homer, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Bid Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: **five hundred eighteen thousand, two hundred five dollars and zero cents (\$518,205.00)**.

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the contract documents and addendums between the dates of May 1 and July 2, 2021. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as liquidated damages, the sum of Five Hundred Dollars (\$500) for each calendar day in excess of the completion date specified in the written Notice to Proceed in which this project remains incomplete.

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions of this of this Contract, and to make payments on account thereof as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions and City of Valdez City Code.



City of Valdez
Agreement Page 2 of 2

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

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

Build Alaska General Contracting, LLC

City of Valdez, Alaska, Authorized

Signature

Sharon Scheidt, Mayor

Name

Date

Title

Attested:

Date

Sheri L. Pierce, MMC, City Clerk

Date

Mailing Address

Recommended:

City, State, Zip Code

Mark Detter, City Manager

Federal I.D. or S.S.N.

Date

Corporate Secretary

Nathan Duval, Capital Facilities Director

Date

Attest: _____

Corporate Secretary

Approved as to Form:

Brena, Bell & Walker, P.C.

Jon S. Wakeland

Date



**City of Valdez
Partnership Acknowledgement**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

(To be filled in when Contract is executed in behalf of a Partnership)

UNITED STATES OF AMERICA)
)SS.
STATE OF ALASKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021.

(Name of Acknowledging Partner or Agent)

(Title)

(Name of Partnership)

Notary Public

My Commission Expires: _____



**City of Valdez
Labor and Material Payment Bond**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

Know all men by these presents that:

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

**City of Valdez
P.O. Box 307
Valdez, Alaska 99686**

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Dollars (\$ _____),
(Here insert a sum equal to the contract amount)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 2021, entered into a contract with Owner for

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

in accordance with Drawings and Specifications prepared by

**PND Engineers, Inc.
1506 West 36th Avenue
Anchorage, Alaska 99503**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



City of Valdez
Labor and Material Payment Bond

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expirations of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials are

furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business. Or served in any manner in which legal process may be served in the state in which aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county of other political subdivision of the state in which the Project, or any part thereof is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety or mechanic's liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond

Signed and Sealed this _____, day of _____, 2021

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



**City of Valdez
Performance Bond**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

as Principal, hereinafter called Contractor, and ,

(Here insert full name and address or legal title Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

**City of Valdez
P.O. Box 307
Valdez, AK 99686**

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$))

for the payment whereof Contractor and Surety bind themselves, their heirs, executor, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2021, entered into a contract with Owner for

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

in accordance with Drawings and Specifications prepared by

**PND Engineers, Inc.
1506 West 36th Avenue
Anchorage, Alaska 99503**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



**City of Valdez
Performance Bond**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

Now, therefore the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly comply with one of the following:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the bidder, arrange for contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this ____ day of _____, 2021

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



City of Valdez
Contractor Certificate of Substantial Completion

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

CONTRACTOR: _____

This is to certify that I, _____, am a duly authorized official of the said CONTRACTOR working in the capacity of _____, and in my official capacity representing said CONTRACTOR do hereby certify as follows:

1. The work of the subject Contract above has been performed, and materials used and installed in accordance with and in conformity to, the Contract Drawings, Contract Specifications, City of Valdez Standard Specifications and Details.
2. The Contract work is now substantially complete in all parts and requirements.
3. I understand that neither the determination by the Engineer--Architect that the work is substantially complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.
4. The work to which this Certificate applies has been properly inspected and that work is hereby declared to be substantially complete in accordance with the Contract Documents.
5. The date of Substantial Completion is the date upon which all guarantees and warranties begin.
6. The Owner accepts the Project or specified area as described under "REMARKS," of the Project as substantially complete and will assume full possession of the Project or specified area of the Project at _____(time) on _____day, _____, 2021.

CONTRACTOR

CITY OF VALDEZ, OWNER

 (Signature)

 Capital Facilities Director

 (Title)

 Date

 Date

REMARKS: _____



City of Valdez
Contract Release Page 1 of 2

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

The undersigned, _____
 for itself, its successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, from all actions, causes of actions, suits, controversies, claims, damages and demands of every kind and nature, mature or to mature in the future, for and by reason of any matter, thing or claim arising out of the following Contract:

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v. Watkins, 579 P.2d 1065 (Alaska 1978).

The undersigned further agrees to defend, indemnify and hold harmless the City of Valdez against any claims, liens, or causes of action arising under or by virtue of this Contract, including, but not limited to, any claim that the undersigned, any successor in interest, assignee, trustee, administrator, subcontractor, supplier or laborer of the undersigned or any other person might make or claim that he could possibly make against the City of Valdez.

The undersigned certifies that he has not assigned any amounts payable under this Contract to anyone.

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 this Contract.

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 claims, disputed or otherwise, arising under or by virtue of this Contract.

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

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 , 2021.

Notary Public in and for Alaska
My Commission expires:



**City of Valdez
Special Provisions**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

Table of Contents

Section	Title	Page
SP 01	General Statement	26
SP 02	Scope of Work.....	26
SP 03	Time of Completion	26
SP 04	Special Site Conditions	26
SP 05	Hazardous Waste Generation	28
SP 06	Coordination and Schedule	28
SP 07	Site Preservation, Restoration, Cleanup and Environmental Reporting	28
SP 08	Permits.....	28
SP 09	Order of Award of Alternative Bids.....	28
SP 10	Payment.....	29
SP 11	Contingency Account.....	29
SP 12	References to City of Valdez Standard Specifications (CVSS).....	29
SP 13	Construction Specifications.....	30



City of Valdez Special Provisions

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

SP 01 General Statement

These Special Provisions set forth conditions and requirements unique to this Project and are supplemental to, and supersede, the City of Valdez “Standard Specifications and Standard Details. (CVSS)”

This project includes one schedule of Work, as further defined in SP02. Technical specifications for this work utilizes the CVSS as modified by the "Modifications and Additional Specifications" included in the bid documents.

SP 02 Scope of Work

The VCT Causeway Repairs Project includes, but is not necessarily limited to:

Concrete repairs on eight (8) pile caps suffering from varying degrees of deterioration; as well as removing the existing guardrail, repairing any vertical supports, and installing a new W-beam guardrail along the full length of the causeway.

SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents between the dates of May 1, 2021 and July 2, 2021.

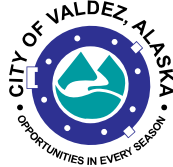
Liquidated damages will be assessed in the sum of Five Hundred Dollars (\$500) for each calendar day after the completion date during which the Project remains incomplete.

Substantial Completion: Substantial Completion shall be defined as the stage in the progress of the work when the work is sufficiently complete in accordance with the Contract Documents so the Owner (City) can occupy or use the structure or that which is the subject of the contract, for its intended use.

SP 04 Special Site Conditions

The Contractor will be responsible for the disposal of all refuse and debris generated by the project. The City has, on a limited ‘first come first served’ basis, dumpsters for use free of charge on City projects if available.

Dump fees will be waived. The Contractor will be responsible for hauling demolished materials and construction waste out to the City Baler facility on South Sawmill Drive. The Baler is located



approximately 5 miles out of town. Please contact the Baler ahead of time to make arrangements for the disposal of such materials. The Baler's number is 907-835-2356. The project name or contract number will be required on all Baler disposal forms and when calling to reserve or empty dumpsters.

Staging area will be on site as directed by the Project Manager.

The Contractor will be responsible for moving items necessary to complete the work.

The Contractor is responsible for setting up detours or barricades if their work is in a public area and will interfere with normal traffic flow.

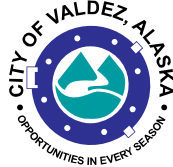
Any closures along the VCT Causeway shall also include advance notifications and coordination with the following: Valdez Ports & Harbor Department, Valdez Fire Department, Valdez Police Department, and Valdez Public Works Department. All closures require a minimum advanced notice of 3 business days to ensure impacts to stakeholders are minimized. Notification does not guarantee approval - closures are subject to City approval, which must be provided by the Project Manager in writing.

During construction, the contractor will only be permitted to close or impede 1 traffic lane at a time, with the exception of set-up or movement of scaffolding or other similar equipment, which shall be limited to the minimum time required and not to exceed 2 hours per set-up or day. The contractor is required to submit a request for closing both traffic lanes at least 5 business days in advance.

When, in the opinion of the Project Manager, traffic maintenance is deficient, inadequate, improper, or conditions are such that safety is adversely affected, the Contractor will be notified in writing by the Project Manager. Such notification shall be accompanied by a statement of the corrective action to be taken. If the Contractor fails to comply with such instruction, the Engineer or Project Manager may stop any or all Work on the project until satisfactory, corrective action is taken. Unacceptable traffic control and stop work order is not subject to Contractor claims for additional costs. In the event that the Contractor neglects to take prompt action after receipt of the notice, the Project Manager shall order such Work, as deemed necessary to ensure public safety, to be accomplished by outside forces. The cost of this Work shall be deducted from monies due the Contractor.

Any unauthorized traffic closure may be subject to a penalty of \$50/minute/lane deducted from monies due to the Contractor.

The Contractor is advised of the expected presence of nesting bird activity. The Owner will schedule nest removal to coincide with the start of construction. Following this nest removal, the contractor will be responsible pursuing the work and implement any necessary measures so that nesting activity does not cause delays or interruptions to the project.



The Owner will not assess any liquidated damages due to schedule delays resulting from nesting bird activity. Additionally, any such delays will not be considered grounds for additional compensation.

SP 05 Hazardous Waste Generation

Every effort to minimize or eliminate the generations of hazardous waste shall be used by the Contractor in the performance of the work of this Contract. Unless there is no substitute, no hazardous material shall be used in the performance of the work of this Contract.

SP 06 Coordination and Schedule

The Contractor shall, within ten (10) working days of the date of the Notice to Proceed, submit to the Project Manager a schedule as required in Section 10.5, Control of Work, Article 5.3. The schedule shall be updated every week. An updated schedule shall be submitted with each of the Contractor's Periodic Payment Requests. Failure to provide an updated schedule will be cause to withhold partial payment.

SP 07 Site Preservation, Restoration, Cleanup and Environmental Reporting

The Contractor shall be solely responsible for damage to public or private property caused by construction operations. The Contractor shall take all precautions necessary to control dust. The Contractor shall notify the City of any claims of damage, and shall clean and restore any property so damaged at the sole expense of the Contractor. All spills or releases of any hazardous substance shall be reported to the appropriate governmental agency as well as notice to the City. Contractor shall be responsible for all associated cleanup costs and fines.

At all times during the work, keep the premises clean and orderly. Upon completion of the work, repair all damage caused by equipment and leave the Project free of rubbish and excess materials of any kind.

SP 08 Permits

The Contractor shall obtain all licenses and permits that are required to do the work. At a minimum, a Floodplain Development Permit (see Appendix B) will be required. Permitting fees will be waived. The Contractor shall adhere to the provisions and stipulations set forth in all applicable permits. The Contractor should call the City Building Department at 907-834-3401 with any additional questions regarding permits.

SP 09 Order of Award of Alternative Bids

Additive Alternate and/or Deductive Alternative Bids will be awarded, if any are awarded, in any order determined to be the most advantageous combination by the owner.



SP 10 Payment

Payments shall be in accordance with Section 10.07, Measurement and Payment of the CVSS. All invoices for payment must be submitted on a City of Valdez *Periodic Payment Request Form*. An electronic copy of this form (Excel Spreadsheet) will be made available for the Contractor's use.

Disbursement of money to a person, firm or corporation will be made only after all the various receivable accounts of the general government and any municipal utility or enterprise have been reviewed for outstanding balances owed, and the disbursement will be reduced by setting off the amount of any delinquent indebtedness due the city from such person, firm or corporation.

All contracts to which the city is a party which will or may involve the disbursement of city funds shall contain the following clause, or its substantial equivalent: "Disbursement of money by the City of Valdez hereunder shall subject to set-off pursuant to the provisions of the Valdez City Code." Such contracts include, but are not limited to, oral contracts, employment contracts, construction contracts, purchasing contracts and contracts of any municipal utility or enterprise, including customer's deposits.

SP 11 Contingency Account

The contingency account includes furnishing all labor, equipment, and materials that may be required due to increased unit quantities above the estimates in the Plans or Specifications for the following Bid Items:

3. Concrete Pile Cap Repairs
4. Reinforcement Materials
5. Reinforcement Installation

This contingency account bid item is based on a pre-determined contingent sum amount of \$50,000. Any increased quantities require approval from the Project Manager, and will be paid at the same unit prices for those bid items. Any unused funds from the contingency account will be retained by the Owner. The contingency account may also be used for additional scope items that fall within the original intent of the project with authorization from the Project Manager.

SP 12 References to City of Valdez Standard Specifications (CVSS)

The City of Valdez Standard Specifications & Standard Details, Streets-Drainage-Utilities-Parks, dated April 2003, hereafter referred to as CVSS, are incorporated in and become a part of the Contract Documents for the work. The Standard Specifications are available for purchase from the Capital Facilities Office of the City of Valdez, P.O. Box 307, Valdez, Alaska 99686. All work under this Contract shall comply with the latest edition and addenda to all applicable codes, ordinances, and standards.



It shall be the responsibility of the Bidder to prepare his bid so all materials and/or different arrangements of connections or fittings shall harmoniously conform with the intent of the Contract Drawings, CVSS, and the Special Provisions.

SP 13 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawings titled "VCT Causeway Repairs". These drawings are by reference included herein.



City of Valdez
Modifications and Additions to the Standard Specifications

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

Table of Contents

<u>Division</u>	<u>Title</u>	<u>Page No.</u>
<u>Division 10</u>	<u>Standard General Provisions</u>	<u>32</u>
10.01	Modification: Definitions	
10.05	Modification: Control of Work	
10.06	Modification: Legal Relations and Responsibilities	
10.07	Modification: Measurement and Payment	
 <u>Division 30</u>	 <u>Concrete</u>	 <u>34</u>
30.10	Addition: Concrete Structural Repairs	
 <u>Division 70</u>	 <u>Miscellaneous</u>	 <u>41</u>
70.11	Modification: Guardrail	
70.20	Addition: Mobilization and Demobilization	
70.21	Addition: Worker Meals and Lodging or Per Diem	
70.22	Addition: Removal and Disposal of Materials	



City of Valdez
Modifications and Additions to the Standard Specifications

Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747

Division 10 STANDARD GENERAL PROVISIONS

Section 10.01 Definitions

Add the following:

ENGINEER – The ENGINEER shall be further defined as:

PND Engineers, Inc.
1506 West 36th Avenue
Anchorage, AK 99503
Tel. (907) 561-1011

Section 10.05 Control of Work

Article 5.5 Shop Drawings

A. General

Insert the following to this Section:

Contractor is encouraged to submit shop drawings in PDF format in lieu of hardcopies.

D. Review Period

Insert the following to this Section:

Engineer may return submittals in PDF format in lieu of hardcopies.

Article 5.6 Product Data

Add the following:

Contractor is encouraged to provide submittals in PDF format in lieu of hardcopies.



Section 10.06 Legal Relations and Responsibilities

Article 6.9 Insurance

Add the following:

Include the following parties or entities as additional insured:

- A. City of Valdez, 212 Chenega Ave., Valdez, Alaska, 99686.
- B. PND Engineers, Inc. 1506 West 36th Avenue, Anchorage, Alaska 99503.

Section 10.07 Measurement and Payment

Article 7.5 Progress Payments

Add the following:

Any request for payments for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for payment by Jan. 31st for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31st for work accomplished the previous year will be subject to a penalty. Penalty may be assessed at a minimum of \$1000 and up to 5% of the invoice not to exceed \$10,000.

Article 7.7 Final Payments

Add the following:

Any request for final payment for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for final payment by January 31st for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31st for work accomplished the previous year will be subject to a penalty. Penalty may be assessed at a minimum of \$1000 and up to 5% of the invoice not to exceed \$10,000.



Division 30 CONCRETE

Add the following Section to this Division:

SECTION 30.10 CONCRETE STRUCTURAL REPAIRS

Article 11.1 Description

The Work under this Section shall include all labor, materials, tools, work platforms, and equipment necessary to access and repair deficient concrete to restore structural adequacy as determined by the Engineer. Repair work includes site access, demolition and disposal, cleaning and surface preparation, furnishing and installing all repair material, bonding agents, and curing compounds as shown in the Plans to the satisfaction of the Engineer and in accordance with the requirements of the Contract Documents.

Submittals:

A. Site Access Plan:

- a. Access plan for each site location to be repaired. Plan shall consider environmental conditions such as inclement weather, tidal variations, vehicle/pedestrian interactions, etc.
- b. List of equipment and materials needed for access.
- c. Technical specifications, certifications, user manuals and/or product data for equipment and/or materials utilized.
- d. Traffic control plan as needed for any pedestrian or vehicular impedance in accordance with Division 10.
- e. Security clearances for all personnel, including subcontractors, requiring access on-site. Contractors are responsible for following all City and Federal security and access requirements including, but no limited to, the following:
 - i. Entrants must have a valid TWIC card and register with the Port Office for a security briefing and personalized PIN. A TWIC holder may escort up to 5 people with whom do not possess a valid TWIC card provided the escorted remain “side-by-side” with the escort.
 - ii. All vehicles must be operated by a person with a registered TWIC card utilizing the assigned PIN.
 - iii. All persons working under this contract must have the facility security briefing regardless of TWIC status.
 - iv. The City bears no responsibility for payment or obtaining TWIC credentials.

B. Concrete Demolition:

- a. Concrete demolition and disposal plan in conjunction with Section 70.22.
- b. List of equipment and materials needed for demolition and disposal.
- c. Technical specifications, certifications, user manuals, material safety data sheets, and/or product data for equipment and/or materials utilized in demolition efforts.

C. Concrete Repair

- a. Repair plan, procedures, and quality control measures for each method of



repair anticipated to be conducted.

- b. Technical specifications, certifications, user manuals, material safety data sheets, and/or product data for equipment and/or materials utilized in concrete repair including mortar, bonding agent, curing compounds, and mechanical splices.

D. Experience Requirements

- a. List of completed concrete repair projects within the last 5 years. The list shall include a minimum of 3 projects with similar scope of work that includes dates of work, descriptions, references, and amount of work performed. Superintendents, project managers, or sub-contractors performing the work may satisfy this requirement.

Article 11.2 Materials

General:

- A. All materials shall conform to the Contract Documents and as shown on the Plans
- B. Material not specifically noted in the Contract Documents or on the Drawings shall be submitted by the Contractor for approval by the Engineer.
- C. All materials shall conform to good workmanship, acceptable industry standards and manufacturer's recommendations.

Repair Mortar:

- A. Repair material shall be Five Star Structural Concrete® or approved equal.
- B. Contractor shall follow Design-A-Spec™ Guidelines Five Star Structural Concrete® in addition to the requirements herein.
- C. Material shall achieve a minimum 28-day compressive strength of 6,000psi.
- D. Material shall contain corrosion inhibiting properties and shall be freeze/thaw resistant.

Bonding Agent:

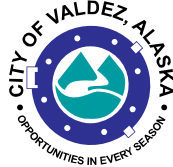
- A. Bonding Agent shall be Five Star® Bonding Adhesive of approved equal.
- B. Agent shall be suitable for bonding existing concrete and steel to new repair material.

Curing Materials:

- A. Curing materials shall be submitted to Engineer for approval and shall be suitable for the repair materials and site conditions.

Reinforcing Steel:

- A. If the event the existing reinforcement requires replacement or additional reinforcement, the material shall be ASTM A709 galvanized per ASTM A767 with chromating requirements of section 4.3 omitted. Galvanizing shall be performed after fabrication.
- B. Mechanical splices shall be Dayton Superior D250SCA Bar Lock® 7S/CA and 9S/CA couplers unless otherwise approved by Engineer, and installed per the



manufacturer's instructions.

Anchor Adhesive:

- A. Anchor adhesive shall be Hilti HIT-HY-200 epoxy or approved equal.

Article 11.3 Construction

General:

- A. Contractor shall follow the guidelines of the Concrete Repair Manual, ACI/ICRI, Fourth Edition and Five Star Structural Concrete® Design-A-Spec™ Guidelines in best efforts to adhere to the latest industrial and professional procedures for concrete repair.

Site Coordination and Staging:

- A. Contractor must coordinate work with Owner to ensure minimal impedance on normal dock and causeway usage.
- B. Contractor shall provide proper signage and traffic control, including flaggers, as needed for normal traffic and operations safety within the work sites per Division 10 Article 4.13.

Demolition and Disposal:

- A. Proper safety measures shall be taken when removing concrete. Methods of removal, accessibility, disposal and hazard mitigation shall be identified in the submitted work plans and be in compliance with Section 10.10.
- B. Concrete removal shall be performed using hydrodemolition or abrading. Care shall be taken to avoid vibrating exposed reinforcing and microcracking or bruising of the sound concrete substrate. Any bruising on the concrete substrate shall be prepared by less aggressive secondary removal techniques. Care shall be taken to capture and contain all removed concrete to the greatest extent possible. Concrete debris shall be removed and disposed of per Section 70.22.

Concrete Removal:

- A. Contractor shall remove deteriorated concrete as indicated in the plans.
- B. Extents of repair area shall be determined by sounding and within estimated limits shown in the Plans. Sounding shall be conducted tapping concrete surface with a hammer or similar methods for mapping extents of concrete deterioration. All repair extents shall extend at least 1" into sound concrete.
- C. Perimeter of repair shall be marked and saw cut a minimum of 1 inch deep (1/2 inch for strand termination repairs) prior to concrete removal. Shape of repair area shall be simple square or rectangular shapes with no reentrant corners.
- D. Surface preparation work shall be done with high pressure water, abrasive blasting or other mechanical means to remove all deteriorated concrete, oils and contaminants.
- E. Newly exposed sound concrete surfaces shall be cleaned with a compressed air jet.
- F. Prepared concrete surfaces shall be clean, sound, and rough with ICRI surface profile of 6 or greater. Coarse aggregate shall be exposed.



- G. When concrete removal exceeds 1/3 of bar circumference or if reinforcing steel has lost bond with concrete then remove concrete 3/4 inch clear around the full circumference of all horizontal reinforcing steel and shall extend at least 3/4 inch into sound concrete.
- H. All depth transitions shall be tapered to at least 1:1 transition. All other edges of the repair areas shall be square and have a rough profile.
- I. Upon removal of deteriorated concrete, corroded reinforcement shall be cleaned by high pressure water or approved blasting media or other approved mechanical means to a clean steel surface finish of SSPC-SP6 or better.
- J. All exposed reinforcing steel exhibiting deterioration greater than 20% of the bar diameter or otherwise determined as defective by the Engineer shall be replaced with new reinforcing and mechanically spliced to existing sound reinforcing steel.
- K. In the event that the concrete removal limits do not extend beyond existing reinforcing steel and the depth of repair exceeds 1.5", install U-bars as detailed in the design drawings to provide mechanical anchorage of the concrete repair.
- L. Surface preparation shall meet all other specified manufacturer recommendations for the bonding agent and repair mortar.
- M. Contractor shall refer to the Concrete Repair Manual, ACI/ICRI, Fourth Edition for procedures not specified within the contract documents.
- N. Engineer shall be present for initial demolition effort to verify work scope and procedures are understood and meet the intent of the plans and contract documents. Contractor shall notify Engineer 48 hours prior to beginning demolition.
- O. Upon completion of concrete removal and surface preparation, Contractor shall hold repair efforts until Engineer approves repair areas are properly cleaned and prepped for application of bonding agent and repair mortar.
- P. Upon approval of surface preparation, Engineer shall witness Contractors initial repair efforts to verify bonding agent, repair mortar, and curing compounds are satisfactory and according to specifications.
- Q. No removal of concrete by means of mechanical impact shall proceed following the placement of repair concrete until 24 hours of curing has elapsed, unless otherwise approved by the Engineer.

Concrete Repair:

- A. All exposed surfaces of concrete and reinforcing steel shall be thoroughly cleaned of all loose rust, oil, saltwater, or other deleterious containments by mechanical abrading or blasting prior to applying repair material.
- B. Existing steel and concrete repair areas shall be coated with bonding agent. Subsequently apply repair mortar and curing compound to all repairs. Apply all materials per manufacturer's recommendations.
- C. Concrete repairs shall be performed by troweling or form and pour/pump techniques. Other application means shall be approved in writing by the engineer.
 - a. Hand pack and troweling shall be performed on overhead repairs, vertical and isolated concrete defects where appropriate. Firmly work repair material into roughened substrates such that repair material develops intimate contact



with the prepared substrate and any exposed reinforcing. Tamping or use of a ram shall be used when placing repair material on strand termination repairs to ensure complete penetration into the entire block out and any adjacent repair area. Placement shall be continuous and where possible placed full depth from one side to the other. Screed repair material and finish to match existing profile.

- b. Form and pour/pump techniques shall be the typical repair method for corner spall repairs. Formwork shall be constructed of rigid nonabsorbent materials, securely anchored, fit tight against existing concrete surfaces, watertight and strong enough to resist forces developed during placement. Formwork anchorage to concrete shall be repaired with mortar. Formwork shall be coated with a form release agent. Care should be taken not to contaminate concrete surfaces. Provide air relief holes as necessary. Ports shall be provided as necessary for the installation of repair material, venting and/or monitoring progress of placement. Quick acting valves or other means of sealing ports shall be provided. Openings or chutes for material placement shall be constructed to permit development of hydrostatic head above the upper edges of the repair area. Provide internal or external vibration for consolidation and to increase contact with prepared surfaces. Forms shall remain in place until sufficient material curing occurs. Application of a membrane curing compound shall be applied immediately after removal of formwork.
- D. Should the Contractor damage any areas outside the identified extents of repair, the area will be repaired at the time and expense of the Contractor.
- E. Finishing shall match existing surfaces as much as practical.
- F. Contractor shall be prepared for inclement weather conditions that may exceed installation tolerances identified in the manufacturer's installation guidelines.
- G. Test samples shall be taken to meet the following:
 - a. 28-day compressive testing, average of at least 3 specimens and tested per ASTM C109. Recommend collecting additional tests to verify required strength is met before loading.
 - b. Perform a minimum of one strength test per day during grouting operations. Prepare grout cube specimens according to ASTM C942. Submit a strength test within 24 hours of test completion.

Existing Reinforcement Welding:

- A. If required, all welding shall be in accordance with AWS D1.1 and D1.4. Welding shall be performed by welders who possess welder's certificates that indicate they are currently certified in accordance with AWS for the type of welding specified.

Evaluation of Acceptance:

- A. All repair work is to be evaluated by Engineer for acceptance. Conformance to submittals, quality control plan, manufacturer's specifications, installation methods, and as described herein will be the basis for acceptance.
- B. Repaired concrete shall be well bonded to existing concrete, free of cracks, spalls, or other structural or aesthetic defects.



- C. Spalls or voids in repaired area larger than 3/4-inch-wide or 1/2 inch deep shall be patched. Remove projections in repair area larger than 1/8 inch.
- D. Repaired area shall be in similar color and texture and flush with existing concrete surfaces.
- E. Engineer may reject any repairs which fails to meet the specified acceptance criteria noted herein or is otherwise defective.
- F. Rejected repairs will be corrected at the expense of the Contractor.

Article 11.4 Measurement

Site Access:

- A. Work associated with furnishing and installing means of access to repair areas shall be incidental to the respective concrete repair work.

Concrete Demolition and Repair:

- A. Basis of Measurement: By Cubic Foot of material in place for the identified scope within the Plans and bid schedule. (30) U-bars are required for the estimated project quantity for concrete replacement. Contractor to supply epoxy as required for installation. Both U-bars and epoxy are incidental to the concrete repair bid item. Unused materials shall become property of the Owner upon completion of the project.
- B. If the repair area exceeds the Plan estimates or new deficient areas are identified, the additional work shall be approved by the Engineer and properly documented. Any work in excess of the estimated base bid repair quantity, as noted in the bid schedule, shall be separately accounted for by a basis of measurement of cubic foot of material in place, and charged against the Contingency Account at the same rate as the base bid item. Any additional site access and materials incidental to the base bid shall be incidental to the additional repair areas.

Replacement of Steel Reinforcement:

- A. Basis of Measurement: Both Reinforcement Materials and Reinforcement Installation shall be by Linear Foot for new steel reinforcement. For the base bid, replacement materials delivered to the project site and accepted shall fulfill the contract requirements for the bid item Reinforcement Materials.
- B. Contractor to supply to the project all necessary steel reinforcement. At a minimum this will include (2) 20-foot #7 bar, and (1) 20-foot #9 bar. Mechanical splices are incidental to the Reinforcement bid items. The planned reinforcement quantity is estimated to require (20) each #7 mechanical splices, and (8) each #9 mechanical splices. All unused materials shall become property of the Owner upon completion of the project.
- C. If the reinforcement required exceeds the Plan estimate, or new deficient areas requiring reinforcement replacement are identified, the additional work shall be approved by the Engineer and properly documented. Any work in excess of the estimated base bid replacement quantities, as noted in the bid schedule, shall be separately accounted for by a basis of measurement of linear foot of reinforcement in place for both materials and installation, and charged against the Contingency



Account at the same rates as the base bid items. Any additional site access and materials incidental to the base bid shall be incidental to the additional reinforcement areas.

Article 11.5 Basis of Payment

The quantities, as determined above, shall be paid for at the contract price per unit of measurement, respectively, for each of the particular pay items listed in the bid schedule.

All concrete repairs shall include all time and materials associated with complete, in-place repair of the deteriorated concrete including: site access, demolition, cleaning, placement of the bonding agent, repair material, mechanical anchorage (U-bar), and curing compound.

Any steel reinforcing replacement should be considered separate from the concrete repair, with exception to mechanical anchors needed for proper concrete restoration.

Payment shall be made on the following basis:

ITEM	Unit
Pile Cap Repairs	Cubic Foot
Reinforcement Materials	Linear Foot
Reinforcement Installation	Linear Foot



Division 70 MISCELLANEOUS

SECTION 70.11 Guardrail

Delete Article 11.2 and replace with the following:

Article 11.2 Materials

- A. Steel rail elements shall conform to the requirements of AASHTO M-180, Class A, as shown in the Drawings.
- B. The bolts and nuts shall be galvanized steel and shall conform to the requirements of ASTM 153, Class C and ASTM A-307.
- C. Guardrail block outs and posts shall be of the section and length as shown on the Drawings and shall conform to the requirements of ASTM A-36 for the grade specified.
- D. Steel components shall be galvanized per ASTM 123 after fabrication, unless noted otherwise.
- E. Welding procedures and welders shall conform to ASW D1.1. Engineer approval is required prior to performing any work.

Delete Article 11.3 and replace with the following:

Article 11.3 Construction

- A. The construction of guardrails shall be in conformance with the manufacturer's recommendations and the Drawings.
- B. Coatings damaged from shipping, handling, welding, cutting, or by other means shall be repaired or replaced at the expense of the contractor. Repair galvanizing by stick galvanizing with zinc or aluminum alloy sticks covered with two coats of cold galvanizing spray containing at least 95% metallic zinc and be in conformance to ASTM A780.
- C. All welding shall be in accordance with AWS D1.1 Welding shall be performed by welders who possess welder's certificates that indicate they are currently certified in accordance with AWS for the type of welding specified.

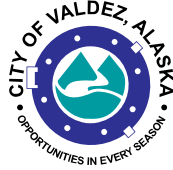
Delete Article 11.5 and replace with the following:

Article 11.5 Basis of Payment

Payment for the Work shall be in accordance with Division 10 Standard General Provisions, Section 10.07, Measurement and Payment, of this Specification, and shall include full payment for all Work describe in this Section. Removal of existing guardrail and coating repairs are considered incidental to this Work.

ITEM
Guardrail Replacement

UNIT
Linear Foot



Add the following Section to this Division:

SECTION 70.20 Mobilization and Demobilization

Article 20.1 Description

Description:

- A. Move personnel, equipment, supplies, and incidentals to the project site
- B. Establish offices, buildings, and other facilities
- C. Perform other work and operations and pay costs incurred, before beginning construction
- D. Complete similar demobilization activities; and
- E. Furnish required submittals such as as-builts, certificates, payrolls, and others specified in the contract documents.

General Requirements:

- A. Ensure subcontractors comply with the Federal and State DOLWD requirements.
- B. Do not consider the cost of Meals and Lodging, or Per Diem in setting wages for the worker or in meeting wage requirements under AS 23.10.065 or AS 36.05. This will be accounted for separately from mobilization/demobilization.
- C. Mobilization shall include the obtaining all Permits; moving onto the site of all personnel and equipment; furnishing and installing temporary buildings and other construction facilities; all as required for the proper performance and completion of the Work.

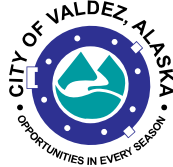
Article 20.2 Measurement

- A. The Contractor's attention is directed to the condition that no payment for Mobilization, or any part thereof will be approved for payment under the contract until all Mobilization items listed above have been completed as specified.
- B. When 2% of the original contract amount from other bid items is earned, 50% of the amount bid for mobilization and demobilization, or 2% of the original contract amount, whichever is less will be paid.
- C. The remaining balance of the amount bid for Mobilization and Demobilization will be paid after all contract work is completed and approved and submittals required under the Contract are received and approved.

Article 20.3 Basis of Payment

Payment shall be made on the following basis:

ITEM	Unit
Mobilization and Demobilization	Lump Sum



Add the following Section to this Division:

SECTION 70.21 WORKER MEALS AND LODGING, OR PER DIEM

Article 21.1 Description

Description:

- A. Furnish and maintain suitable boarding facilities, at or near the project, for employees or provide sufficient per diem to workers such that facilities and meals meeting the below requirements can be obtained near the project site.
- B. Comply with Alaska Department of Labor and Workforce Development (DOLWD) requirements for Worker meals and lodging, or Per Diem; as described in memo WHPL #197 and the State Laborer's and Mechanic's Minimum Rates or Pay (current issue). On Federal-aid projects, PL 109-59, 119 STAT, 1233, Sec. 1409(c) also applies.
- C. Comply with all other facilities and services required by codes, regulations, and labor union agreements.

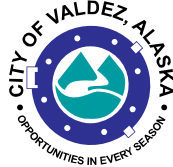
Article 21.2 Measurement

Progress payments for Worker Meals and Lodging, or Per Diem will be computed as equivalent to the percentage, rounded to the nearest whole percent, of the original contract amount earned.

Article 21.3 Basis of Payment

Payment shall be made on the following basis:

ITEM	Unit
Worker Meals and Lodging, or Per Diem	Lump Sum



Add the following Section to this Division:

SECTION 70.22 REMOVAL AND DISPOSAL OF MATERIALS

Article 22.1 Description

Work under this section includes all materials or obstructions that are to be removed or otherwise discarded as part of the Contract Documents.

General:

- A. All demolished, removed, or otherwise discarded material shall become property of the Contractor unless otherwise directed by the Project Manager and shall be moved offsite and disposed of at the Contractors expense in accordance with all applicable laws and regulations.
- B. Contractor shall submit a plan for all items to be removed and disposed of as apart of the Contract Documents. Plan shall address any environmental or permitting regulations.
- C. Disposal sites shall be in accordance with Section 10.04 Article 4.9.

Article 22.2 Measurement

Basis measurement for removal and disposal effort shall be incidental to bid items specifying said removal efforts.

Article 22.3 Basis of Payment

Payments for removal and disposal efforts shall be considered incidental to the performance of work.



**City of Valdez
Minimum Prevailing Wage Rates**

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1747**

Minimum Prevailing Wage Rates and Title 36 Public Contracts Follows
See attached Links:

<http://labor.state.ak.us/lss/pamp600.htm>
<http://labor.alaska.gov/lss/forms/Pam400.pdf>

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

- (1) The Contractor or subcontractors of the Contractor shall pay all employees unconditionally and not less than once a week;
- (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the Contractor or subcontractors and laborers, mechanics, or field surveyors;
- (3) the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work;
- (4) Owner shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or subcontractors the difference between
 - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
 - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.
- (5) If it is found that a laborer, mechanic, or field surveyor employed by the Contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Owner may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and the Contractor's sureties are liable to Owner for excess costs for completing the work.

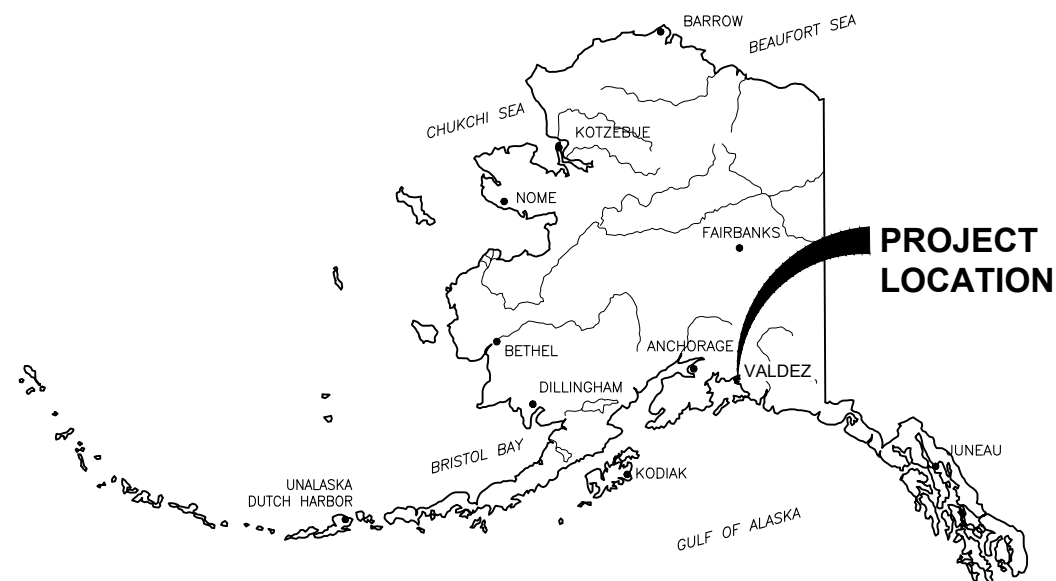
CITY OF VALDEZ

VCT CAUSEWAY REPAIRS

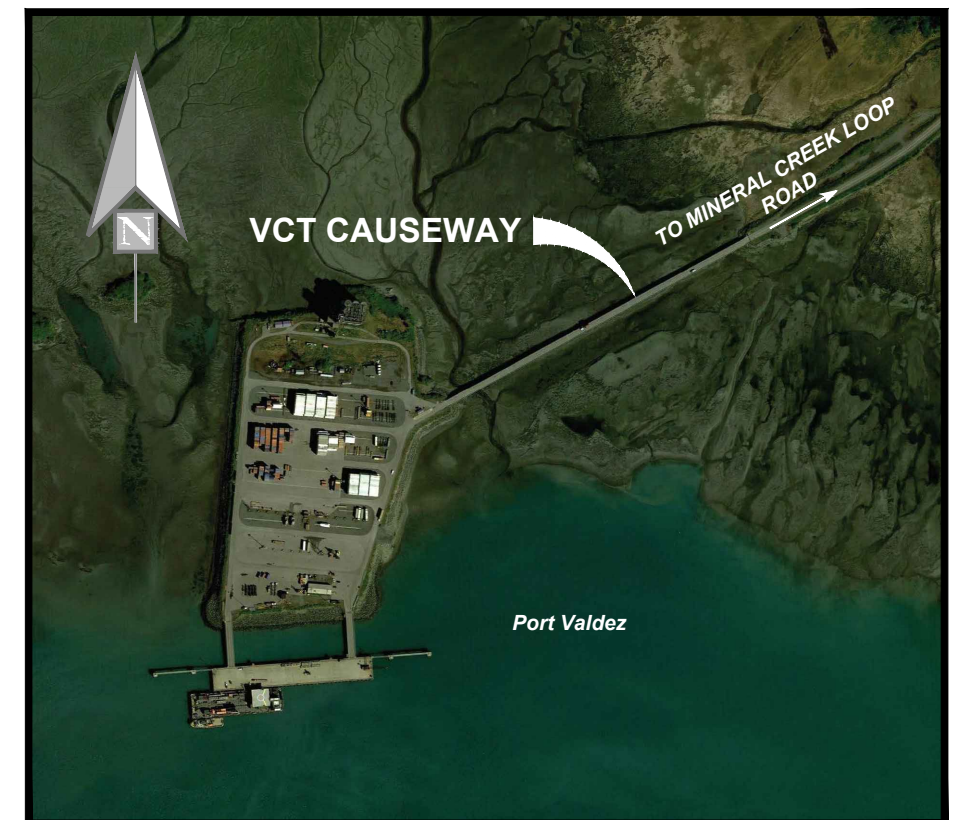
VALDEZ, ALASKA
FEBRUARY 2021

DRAWING INDEX

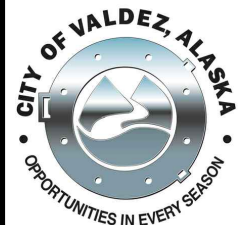
SHEET TITLE	SHEET NO.
COVER SHEET & DRAWING INDEX	1
CAUSEWAY PLAN & ELEVATION	2
CAUSEWAY DEFICIENCY SUMMARY	3
CAUSEWAY PILE CAP DEFICIENCIES (1 OF 4)	4
CAUSEWAY PILE CAP DEFICIENCIES (2 OF 4)	5
CAUSEWAY PILE CAP DEFICIENCIES (3 OF 4)	6
CAUSEWAY PILE CAP DEFICIENCIES (4 OF 4)	7
CAUSEWAY PILE CAP CONCRETE REPAIR DETAILS	8
GUARDRAIL REPAIR DETAILS (1 OF 2)	9
GUARDRAIL REPAIR DETAILS (2 OF 2)	10
GENERAL NOTES	11



STATE OF ALASKA



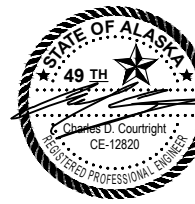
VICINITY MAP



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2/18/2021

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DATE: 2/18/21

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Fax: 907.563.4220
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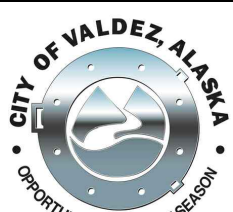
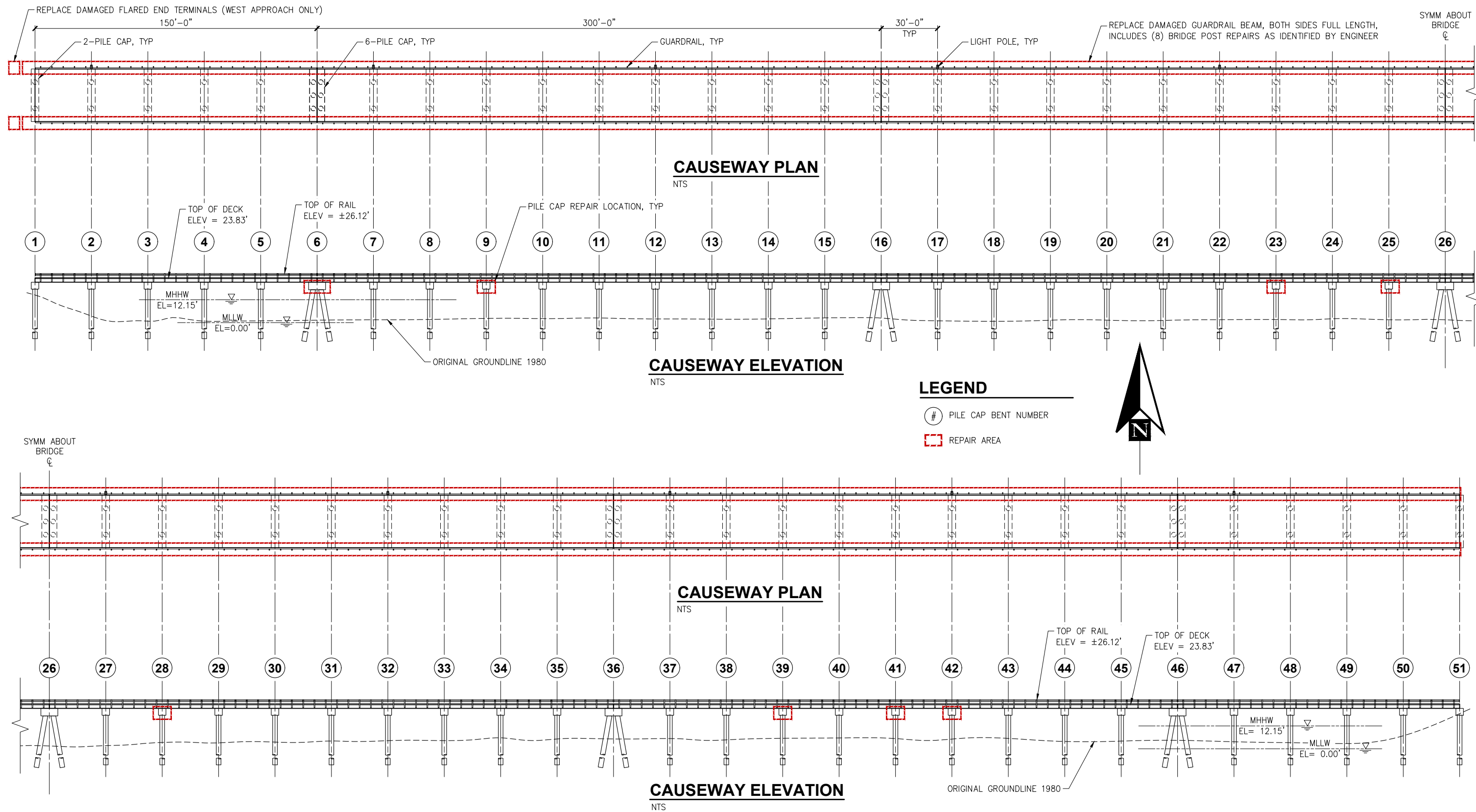


CITY OF VALDEZ
VCT CAUSEWAY REPAIRS

TITLE: COVER SHEET & DRAWING INDEX

DESIGNED BY: MAB DATE: 2/18/2021
CHECKED BY: CC PROJECT NO: 201125

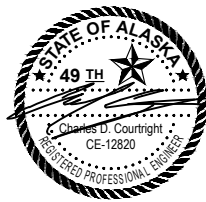
SHEET NO: 1 OF 11



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www.pndengineers.com



PROJECT: **CITY OF VALDEZ
VCT CAUSEWAY REPAIRS**
TITLE: **CAUSEWAY PLAN & ELEVATION**

DESIGNED BY: MAB	DATE: 2/18/2021
CHECKED BY: CC	PROJECT NO: 201125

SHEET NO: **2** OF 11



TYPICAL BOTTOM CORNER - CLOSED CORROSION SPALL



TYPICAL BOTTOM CORNER - OPEN CORROSION SPALL



TYPICAL BOTTOM SURFACE - CORROSION SPALL

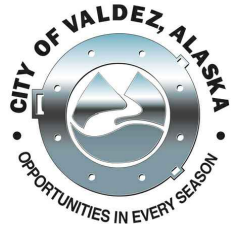


TYPICAL BOTTOM SURFACE - CONCRETE HONEYCOMB

APPROXIMATE
REPAIR LIMITS,
TYP

PILE CAP DEFICIENCY TABLE				
PILE CAP BENT #	# OF DEFICIENT CORNERS	TOTAL CORNER DEFECT LENGTH (FT)	OTHER DEFECTS	OTHER DEFECT SIZE (SF)
6	2	8	(2) SPALL AREAS OF VARIOUS SIZES	0.9
9	1	4	(1) SPALL AREA	4.3
23	2	11	(2) SPALL AREAS OF VARIOUS SIZES & HONEYCOMBING	22.5
25	1	2		0
28	1	6		0
39	0	0	(8) SMALL LOCALIZED OPEN SPALLS	2.7
41	1	4	(1) SPALL AREA	0.2
42	0	0	(2) SPALL AREAS OF VARIOUS SIZES	2.8

- NOTE:
- 1. DEFICIENCY QUANTITIES SHOWN ARE APPROXIMATED FROM FIELD MEASUREMENTS.
 - 2. TOTAL ESTIMATED REPAIR QUANTITY TO BE USED FOR BASE BID = 40 CF.
 - 3. DETAILS FOR EACH CAP DEFICIENCY ARE IDENTIFIED ON SHEETS 4-7.
 - 4. BENT #6 IS A 6-PILE BENT, ALL OTHERS ARE 2-PILE BENTS.



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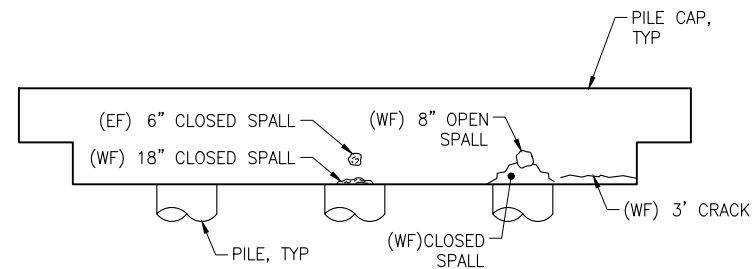
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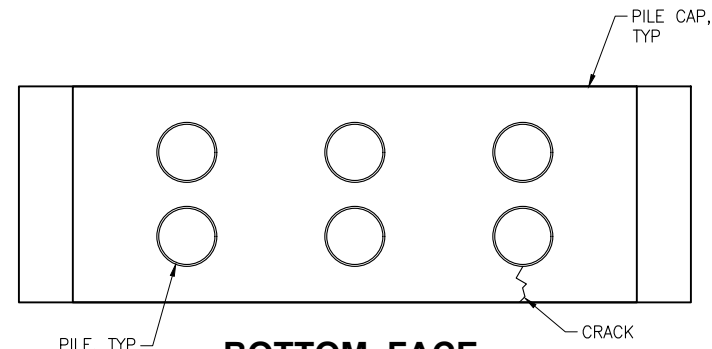
CITY OF VALDEZ
VCT CAUSEWAY REPAIRS

CAUSEWAY DEFICIENCY SUMMARY

DESIGNED BY:	MAB	DATE:	2/18/2021	SHEET NO:	3
CHECKED BY:	CC	PROJECT NO:	201125	OF	11



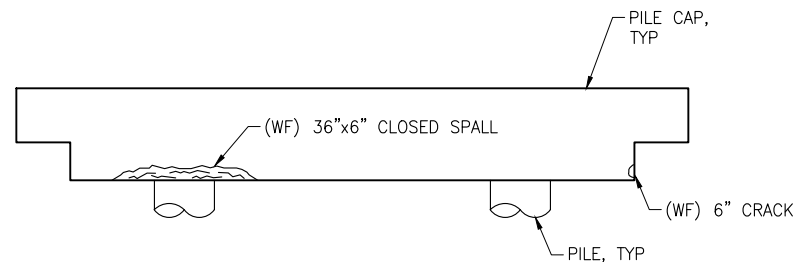
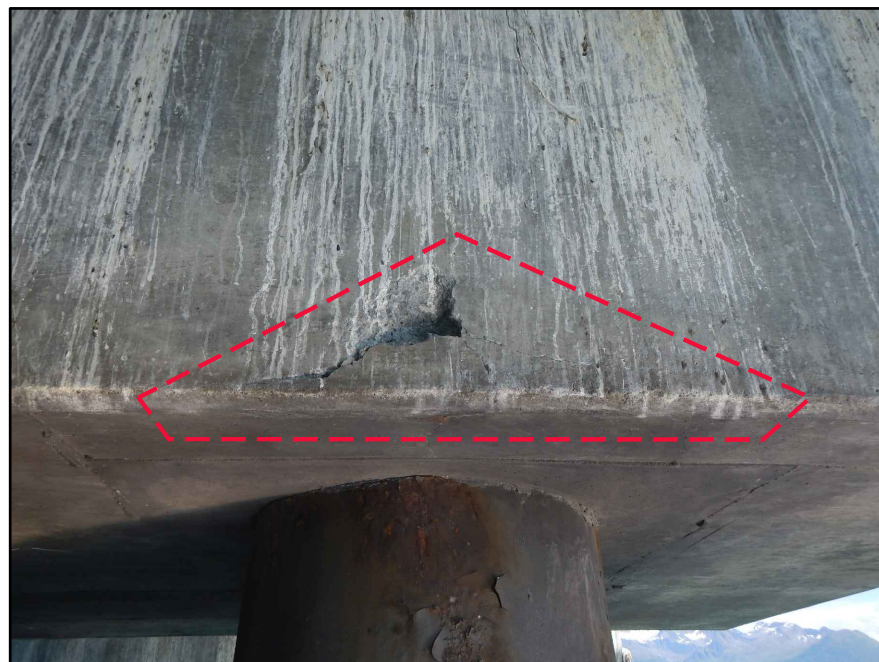
ELEVATION



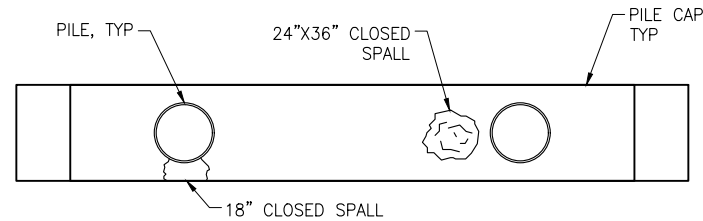
BOTTOM FACE

PILE CAP BENT # 6
EXISTING CONDITION

NTS



ELEVATION



BOTTOM FACE

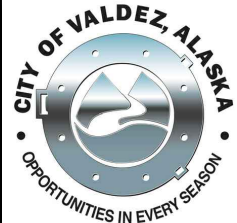
PILE CAP BENT # 9
EXISTING CONDITION

NTS



NOTE:

1. ITEMS NOTED (EF) REFER TO DEFICIENCIES FOUND ON THE EAST FACE OF THE PILE CAP, (WF) REFERS TO DEFICIENCIES FOUND ON THE WEST FACE.
2. ALL DEFICIENCIES NOTED SHALL BE REPAIRED ACCORDING TO THE STANDARD DETAILS ON SHEET 8, UNLESS OTHERWISE APPROVED.
3. DEFICIENCY EXTENTS SHOWN ARE APPROXIMATE FIELD MEASUREMENTS. ACTUAL DEMOLITION AND REPAIR DEPTHS AND WIDTHS SHALL BE FIELD DETERMINED USING THE BASIS DEFINED IN THE CONCRETE REMOVAL SPECIFICATIONS.



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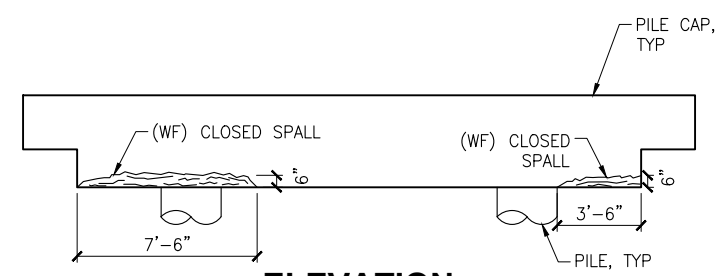


CITY OF VALDEZ
VCT CAUSEWAY REPAIRS

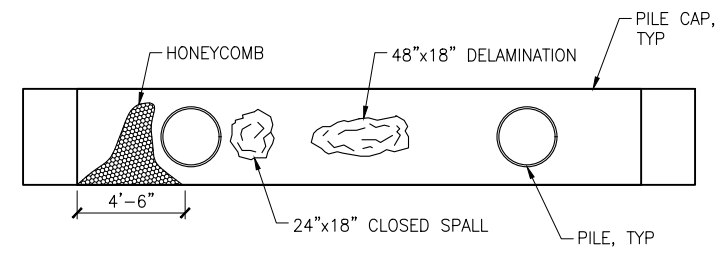
TITLE: **CAUSEWAY PILE CAP DEFICIENCIES (1 OF 4)**

DESIGNED BY: MAB	DATE: 2/18/2021	SHEET NO:
CHECKED BY: CC	PROJECT NO: 201125	

4 OF 11



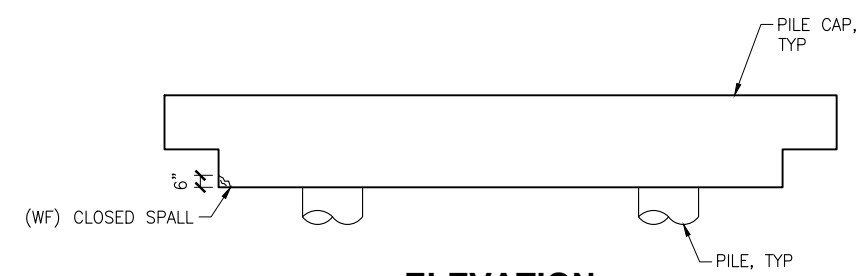
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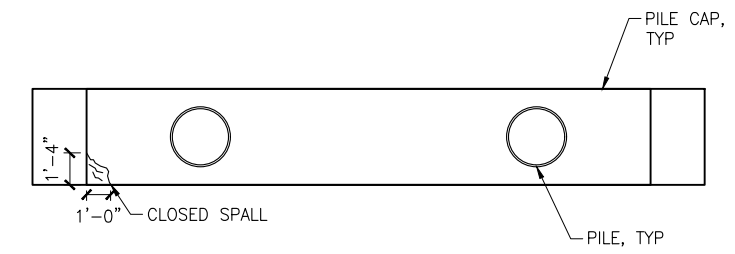
BOTTOM FACE

PILE CAP BENT # 23
EXISTING CONDITION

NTS



ELEVATION



BOTTOM FACE

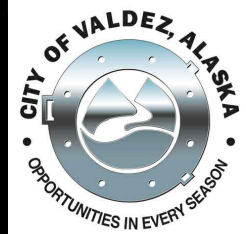
PILE CAP BENT # 25
EXISTING CONDITION

NTS



NOTE:

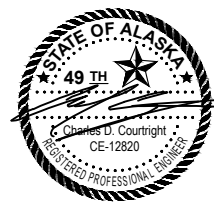
1. ITEMS NOTED (EF) REFER TO DEFICIENCIES FOUND ON THE EAST FACE OF THE PILE CAP, (WF) REFERS TO DEFICIENCIES FOUND ON THE WEST FACE.
2. ALL DEFICIENCIES NOTED SHALL BE REPAIRED ACCORDING TO THE STANDARD DETAILS ON SHEET 8, UNLESS OTHERWISE APPROVED.
3. DEFICIENCY EXTENTS SHOWN ARE APPROXIMATE FIELD MEASUREMENTS. ACTUAL DEMOLITION AND REPAIR DEPTHS AND WIDTHS SHALL BE FIELD DETERMINED USING THE BASIS DEFINED IN THE CONCRETE REMOVAL SPECIFICATIONS.



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2/18/2021

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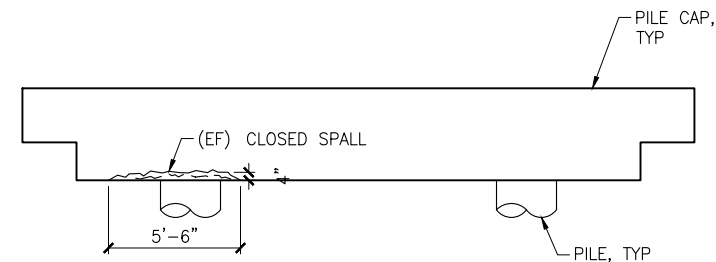
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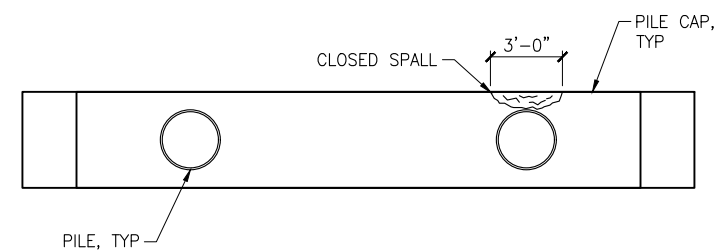
1506 West 36th Avenue
Anchorage, Alaska 99503
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Fax: 907.563.4220
www.pndengineers.com



PROJECT:		CITY OF VALDEZ VCT CAUSEWAY REPAIRS	
TITLE:		CAUSEWAY PILE CAP DEFICIENCIES (2 OF 4)	
DESIGNED BY:	MAB	DATE:	2/18/2021
CHECKED BY:	CC	PROJECT NO:	201125
SHEET NO:		5 OF 11	



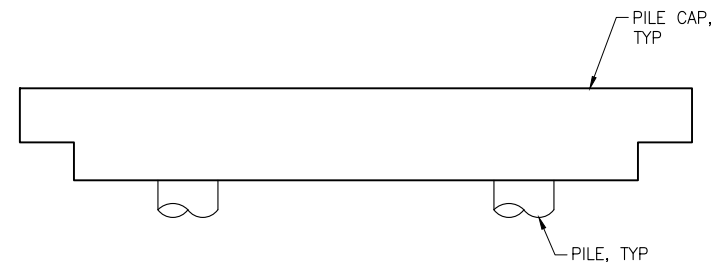
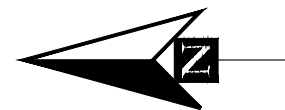
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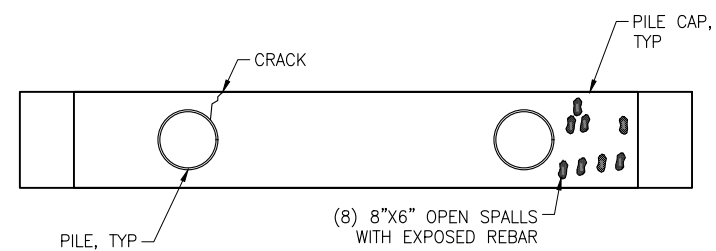
BOTTOM FACE

**PILE CAP BENT # 28
EXISTING CONDITION**

NTS



ELEVATION



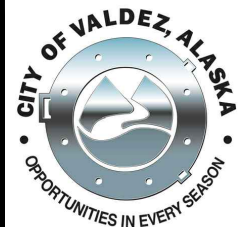
BOTTOM FACE

**PILE CAP BENT # 39
EXISTING CONDITION**

NTS

NOTE:

1. ITEMS NOTED (EF) REFER TO DEFICIENCIES FOUND ON THE EAST FACE OF THE PILE CAP, (WF) REFERS TO DEFICIENCIES FOUND ON THE WEST FACE.
2. ALL DEFICIENCIES NOTED SHALL BE REPAIRED ACCORDING TO THE STANDARD DETAILS ON SHEET 8, UNLESS OTHERWISE APPROVED.
3. DEFICIENCY EXTENTS SHOWN ARE APPROXIMATE FIELD MEASUREMENTS. ACTUAL DEMOLITION AND REPAIR DEPTHS AND WIDTHS SHALL BE FIELD DETERMINED USING THE BASIS DEFINED IN THE CONCRETE REMOVAL SPECIFICATIONS.



100% DESIGN
2/18/2021

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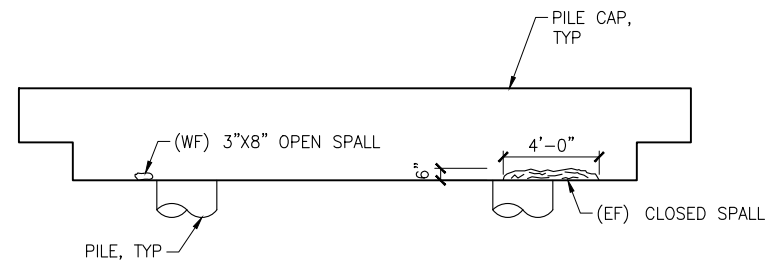


DATE: 2/18/21

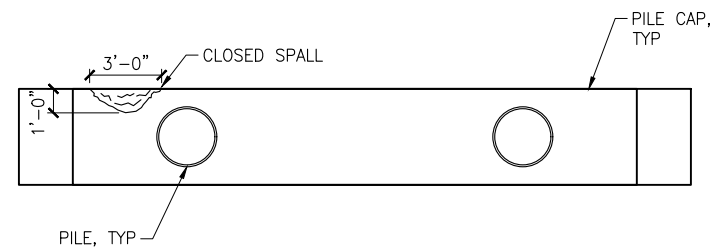
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PROJECT: CITY OF VALDEZ VCT CAUSEWAY REPAIRS			
TITLE: CAUSEWAY PILE CAP DEFICIENCIES (3 OF 4)			
DESIGNED BY: MAB	DATE: 2/18/2021	SHEET NO: 6 OF 11	
CHECKED BY: CC	PROJECT NO: 201125		



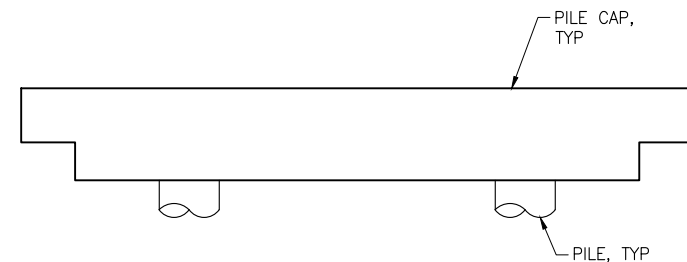
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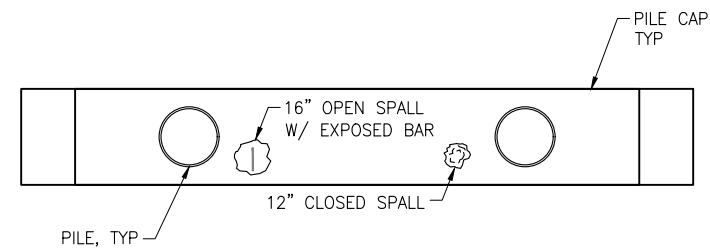
BOTTOM FACE

**PILE CAP BENT # 41
EXISTING CONDITION**

NTS



ELEVATION



BOTTOM FACE

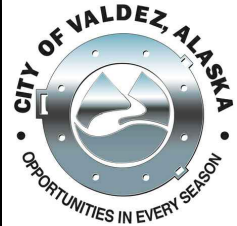
**PILE CAP BENT # 42
EXISTING CONDITION**

NTS



NOTE:

1. ITEMS NOTED (EF) REFER TO DEFICIENCIES FOUND ON THE EAST FACE OF THE PILE CAP, (WF) REFERS TO DEFICIENCIES FOUND ON THE WEST FACE.
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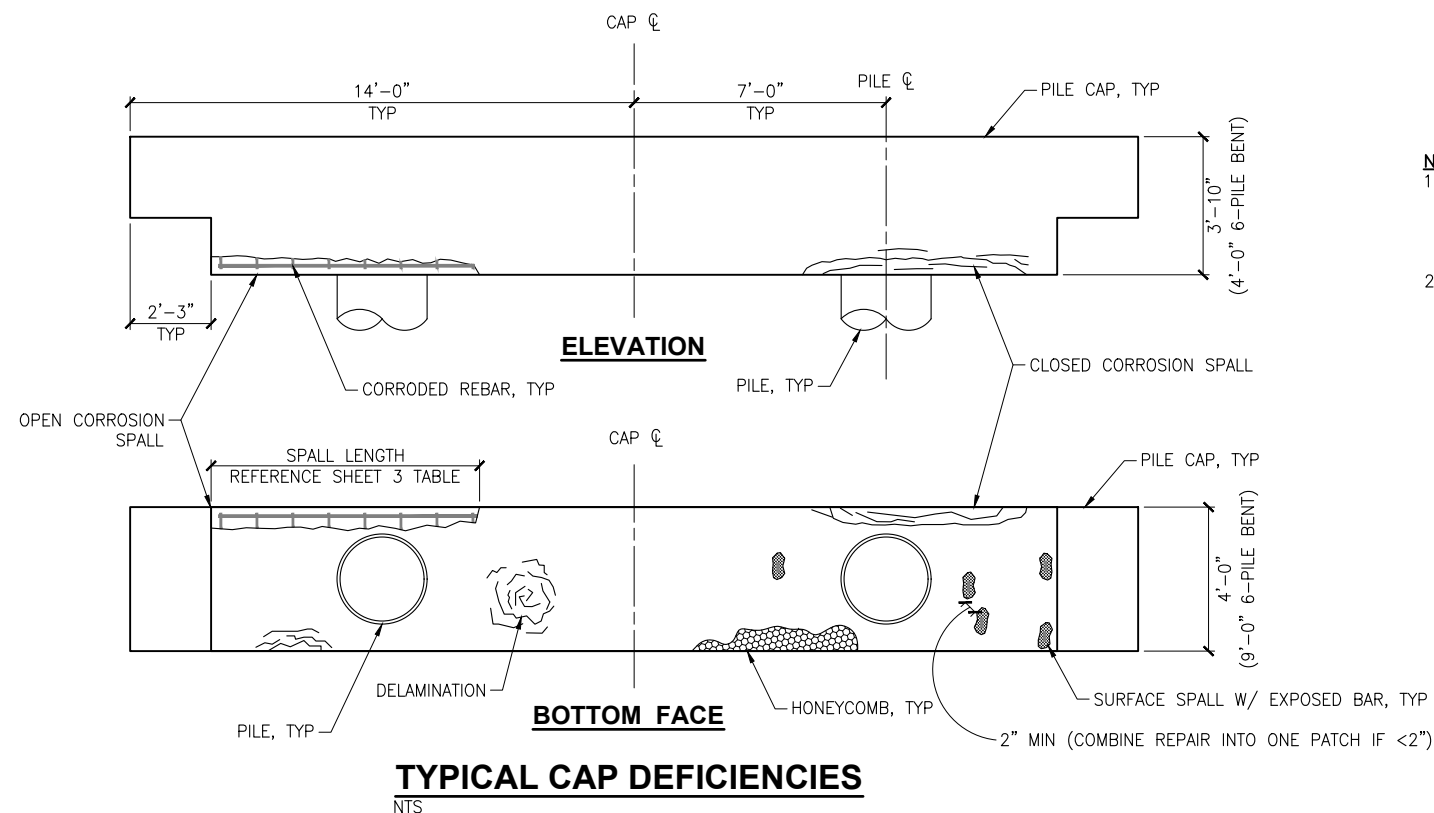


**CITY OF VALDEZ
VCT CAUSEWAY REPAIRS**

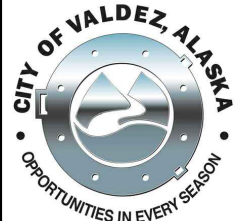
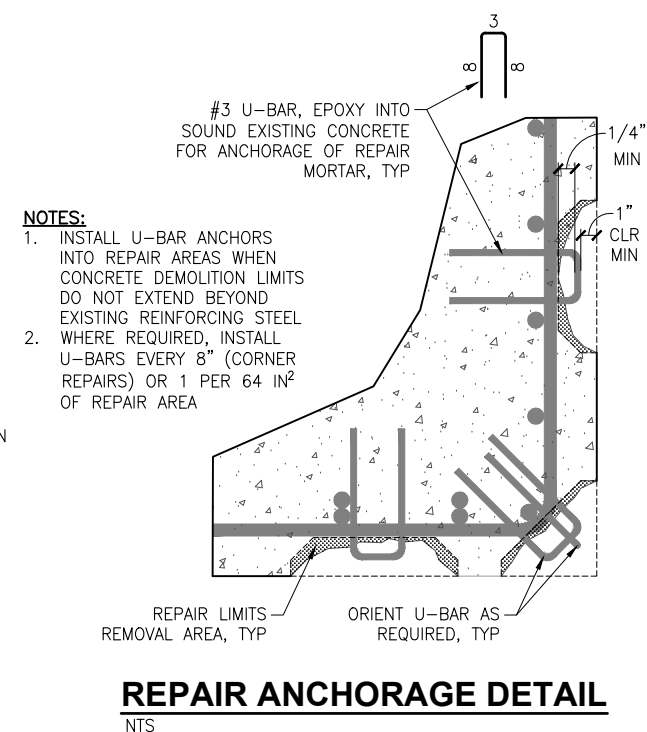
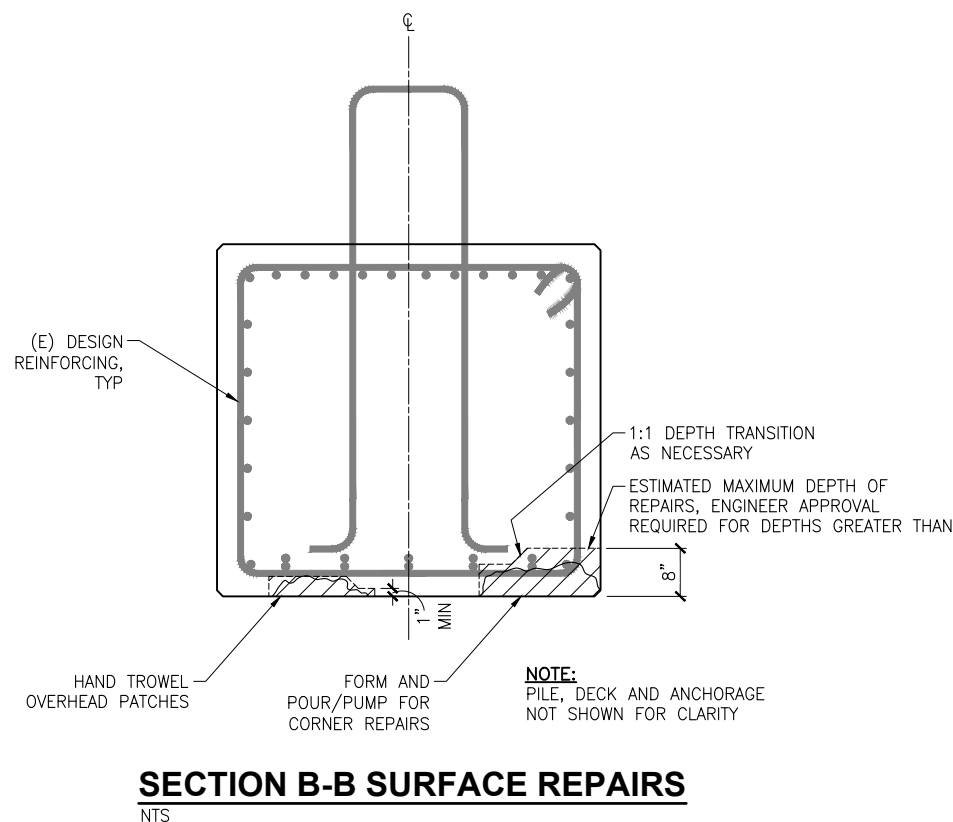
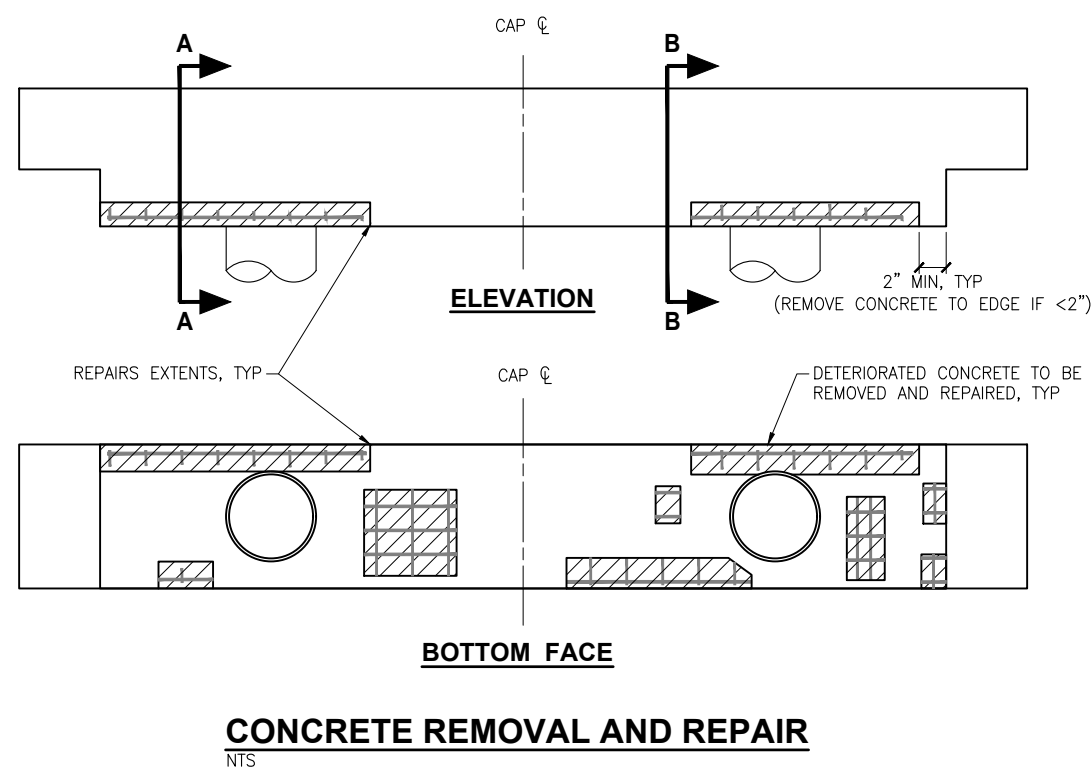
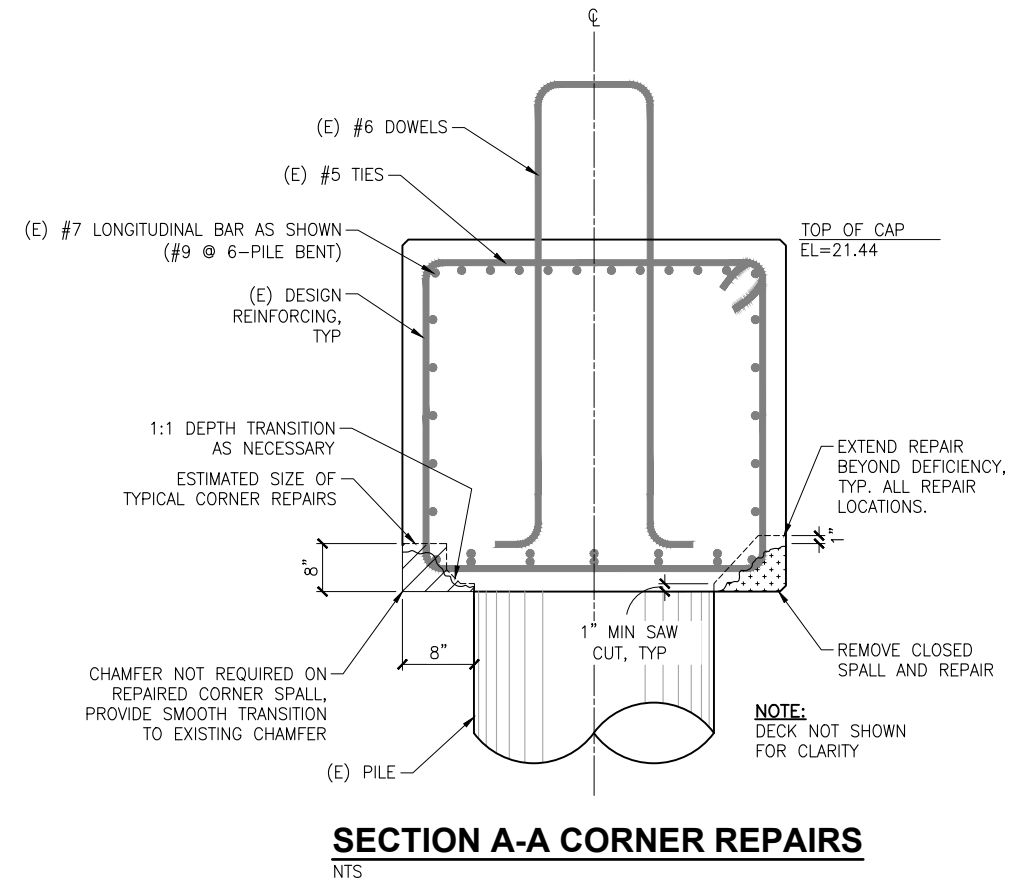
CAUSEWAY PILE CAP DEFICIENCIES (4 OF 4)

DESIGNED BY:	MAB	DATE:	2/18/2021
CHECKED BY:	CC	PROJECT NO:	201125

SHEET NO: **7** OF 11



NOTE:
1. DEFICIENCY EXTENTS SHOWN ARE APPROXIMATE FIELD MEASUREMENTS. ACTUAL DEMOLITION AND REPAIR DEPTHS AND WIDTHS SHALL BE FIELD DETERMINED USING THE BASIS DEFINED IN THE CONCRETE REMOVAL SPECIFICATIONS.
2. TYPICAL CAP SHOWN IS PROVIDED TO REPRESENT ALL ANTICIPATED DEFECTS REQUIRING REPAIR.



100% DESIGN
2/18/2021

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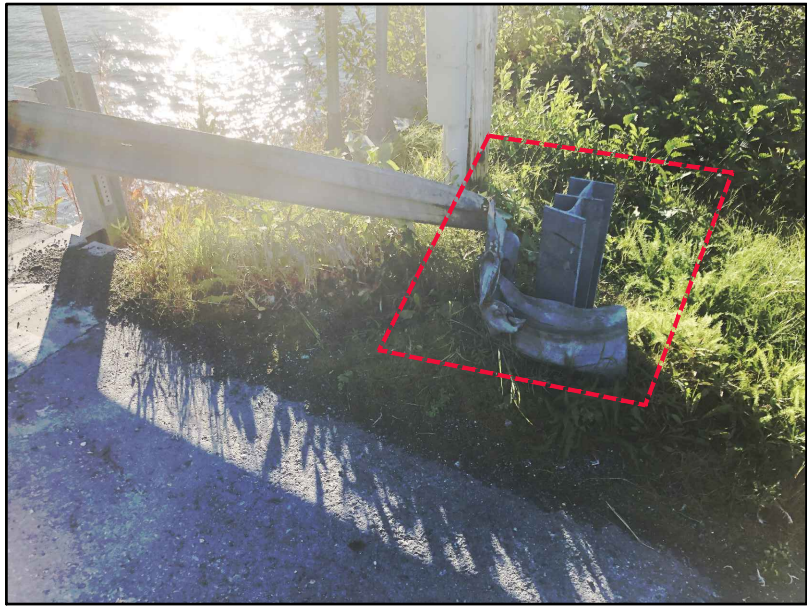
REV	DATE	DESCRIPTION



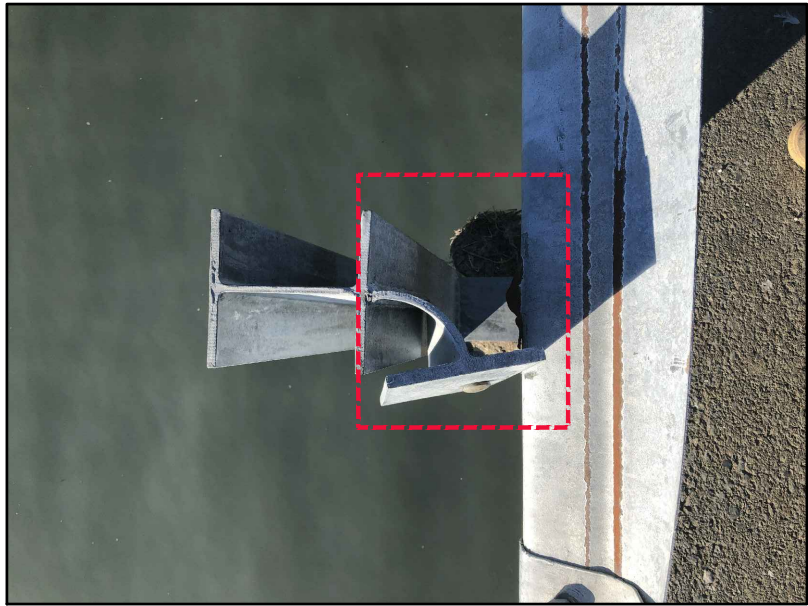
1506 West 36th Avenue
Anchorage, Alaska 99503
Phone: 907.561.1011
Fax: 907.563.4220
www.pndengineers.com



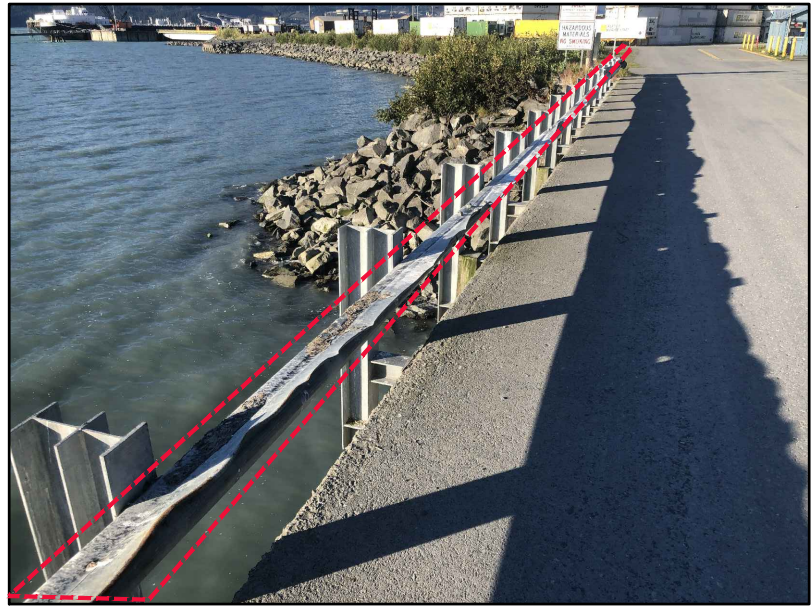
PROJECT: CITY OF VALDEZ VCT CAUSEWAY REPAIRS	
TITLE: CAUSEWAY PILE CAP CONCRETE REPAIR DETAILS	
DESIGNED BY: MAB	DATE: 2/18/2021
CHECKED BY: CC	PROJECT NO: 201125



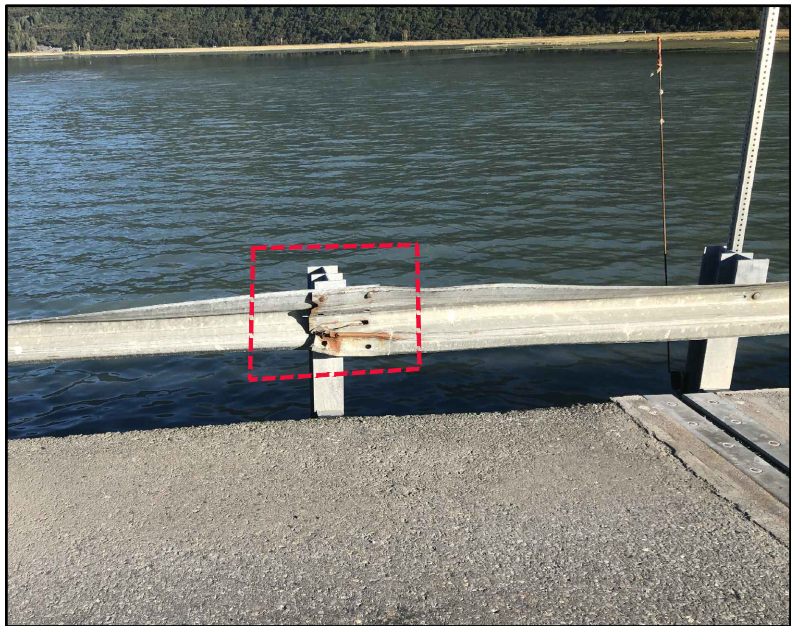
**FLARED END TERMINAL DAMAGE
ON WEST APPROACH**



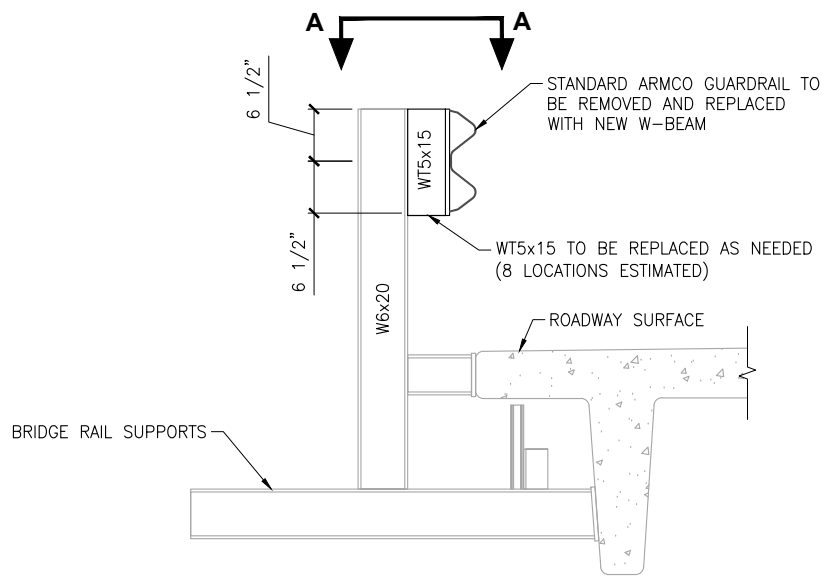
TYPICAL WT DAMAGE ON POST



TYPICAL RAIL DAMAGE

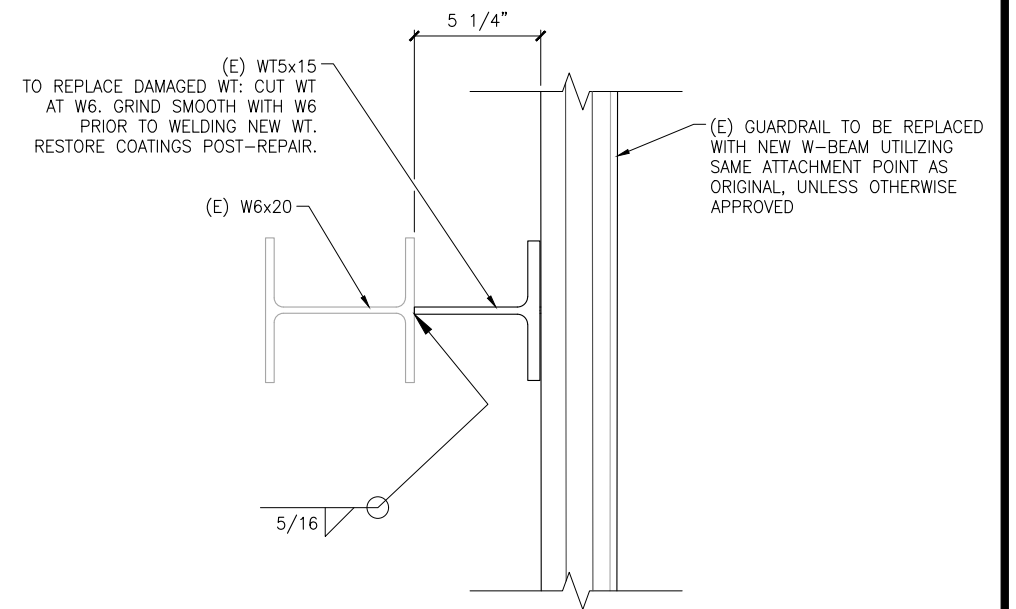


SPLICE DAMAGE AT EXPANSION JOINT

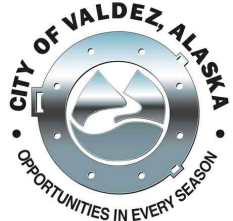


SIDE VIEW

EXISTING GUARDRAIL - REPAIR DETAILS
NTS



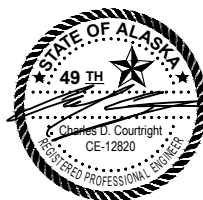
SECTION A-A
NTS



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2/18/2021

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REV	DATE	DESCRIPTION

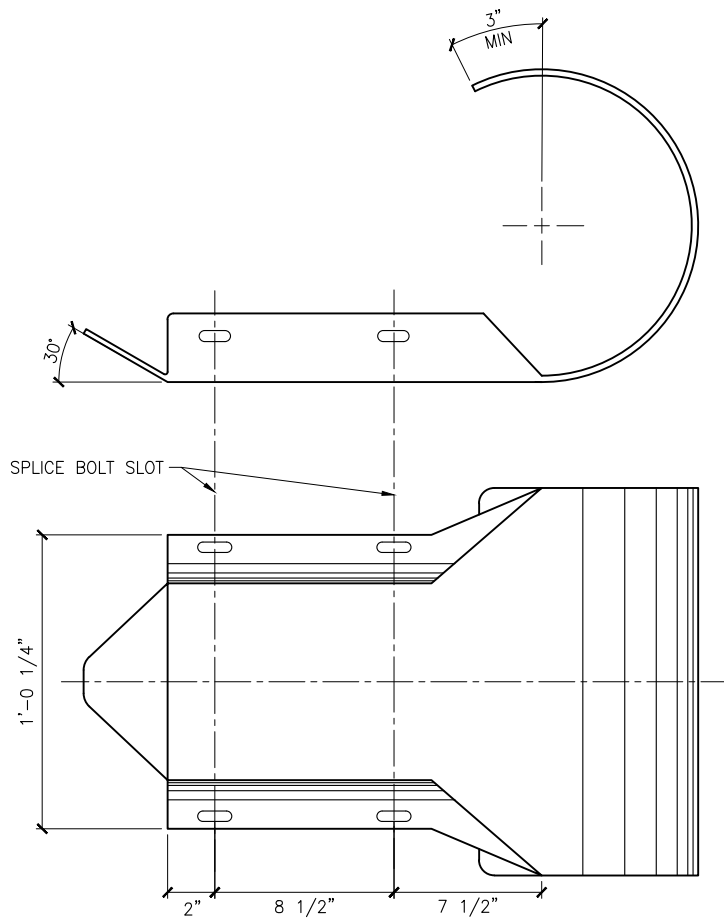


DATE: 2/18/21

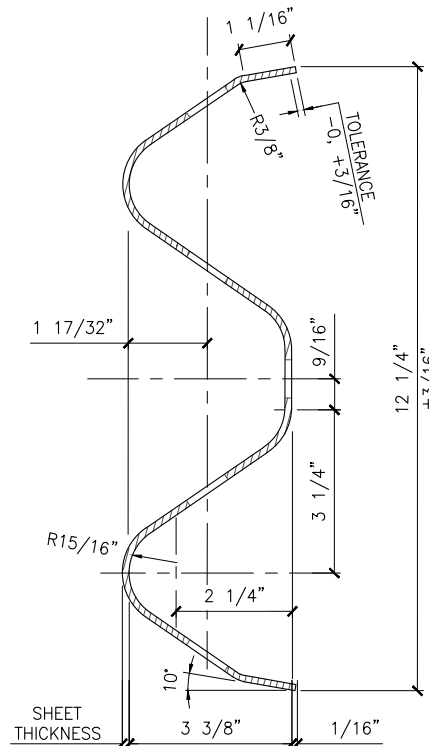
1506 West 36th Avenue
Anchorage, Alaska 99503
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Fax: 907.563.4220
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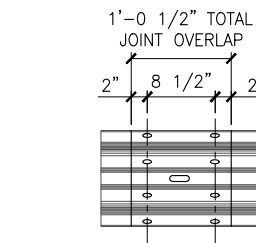
PROJECT: CITY OF VALDEZ VCT CAUSEWAY REPAIRS			
TITLE: GUARDRAIL REPAIR DETAILS (1 OF 2)			
DESIGNED BY: MAB	DATE: 2/18/2021	SHEET NO: 9 OF 11	
CHECKED BY: CC	PROJECT NO: 201125		



W-BEAM END SECTION (RWE03a)
NTS



SECTION A-A
NTS



NOTE:
1. BTWN POSTS ONLY
2. STD BOLTS NOT SHOWN FOR CLARITY

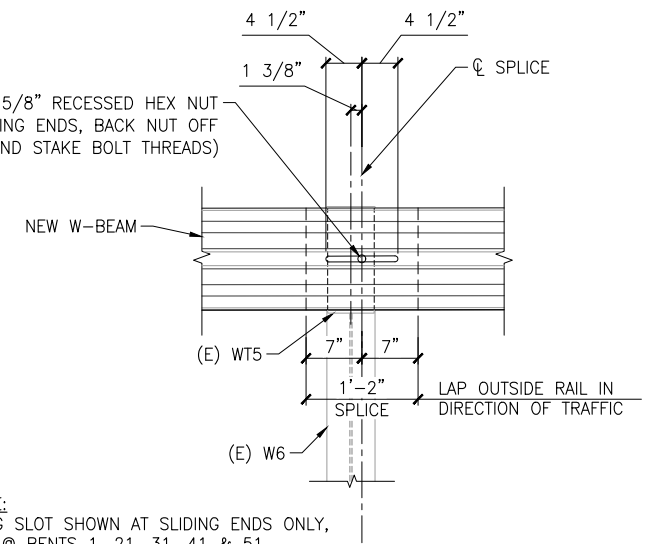
SPlice DETAIL
NTS



5/8"Ø BUTTON HEAD BOLT
WITH RECESSED HEX NUT, TYP
(8) TOTAL PER SPLICE

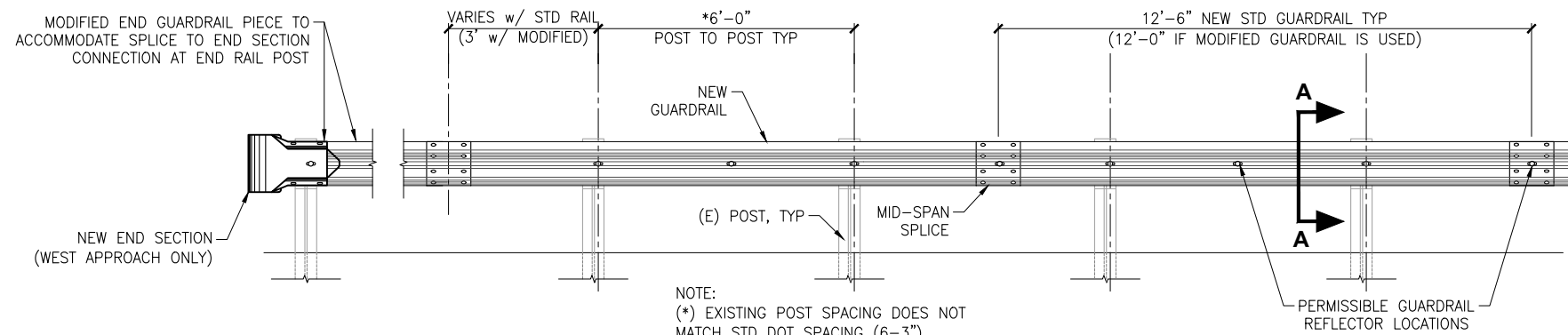
SPlice CROSS SECTION
NTS

- NOTES:**
1. EXISTING DETAILS AS PER ORIGINAL DESIGN AND MAY VARY FROM AS-BUILT CONDITION. CONTRACTOR SHALL VERIFY DIMENSIONS AND LAYOUT PRIOR TO PURCHASING NEW MATERIALS.
 2. BOLT HOLE SPACING FOR STANDARD DOT GUARDRAIL WILL NOT MATCH EXISTING POST SPACING. CONTRACTOR TO MODIFY NEW RAILS TO MATCH EXISTING POST ATTACHMENT LOCATIONS OR ORDER W-BEAM GUARDRAIL WITH CUSTOM SPACING.
 3. GUARDRAIL AND ATTACHMENTS SHALL MEET STANDARD AK DOT W-BEAM SPECIFICATIONS.
 4. ATTACHED REFLECTORS TO RAIL USING 5/8" BUTTON HEAD BOLT WITH 5/8" RECESSED HEAD HEX NUT AND STEEL WASHER AT LOCATION SHOWN IN THE TYPICAL ELEVATION. INSTALL REFLECTORS EVERY 25' MAX.
 5. ALL NEW RAIL AND HARDWARE SHALL BE GALVANIZED.
 6. END SECTION BOLTS AND NUTS SHALL HAVE THE SAME MATERIAL REQUIREMENTS AS SPLICE BOLTS.



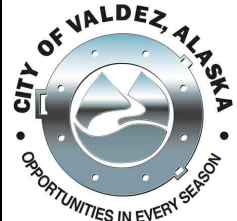
NOTE:
LONG SLOT SHOWN AT SLIDING ENDS ONLY,
TYP @ BENTS 1, 21, 31, 41 & 51

EXPANSION JOINT SPLICE DETAIL
NTS



NOTE:
(*) EXISTING POST SPACING DOES NOT
MATCH STD DOT SPACING (6-3")

NEW W-BEAM RAIL - TYPICAL ELEVATION
NTS



100% DESIGN
2/18/2021

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REV	DATE	DESCRIPTION



DATE: 2/18/21

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Anchorage, Alaska 99503
Phone: 907.561.1011
Fax: 907.563.4220
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PROJECT: CITY OF VALDEZ VCT CAUSEWAY REPAIRS	
TITLE: GUARDRAIL REPAIR DETAILS (2 OF 2)	
DESIGNED BY: MAB	DATE: 2/18/2021
CHECKED BY: CC	PROJECT NO: 201125
SHEET NO: 10 OF 11	

GENERAL NOTES:

OWNER: CITY OF VALDEZ

ENGINEER: PND ENGINEERS, INC.

NOTICE TO CONTRACTOR:

THE DESIGN DRAWINGS AND SPECIFICATIONS SHALL BE POSTED PROMINENTLY AT THE CONTRACTOR'S ONSITE PROJECT OFFICE. ANY DISCREPANCIES FOUND AMONG THE DRAWINGS, SPECIFICATIONS, SITE CONDITIONS, AND THESE GENERAL NOTES SHALL BE REPORTED TO THE OWNER/ENGINEER AT ONCE. ANY FURTHER WORK PERFORMED BY THE CONTRACTOR AFTER FINDING SUCH DISCREPANCIES SHALL BE DONE AT THEIR OWN RISK.

THE CONTRACTOR IS ADVISED TO INSPECT THE SITE TO DETERMINE SCOPE OF DEMOLITION WORK AND ACCESSIBILITY PRIOR TO BIDDING.

DESCRIPTION OF WORK

THE WORK INCLUDES REPAIR OF NOTED CAUSEWAY AREAS. ALL LABOR, ACCESS, MATERIALS, TRANSPORTATION AND EQUIPMENT NECESSARY TO COMPLETE WORK SHALL BE FURNISHED BY THE CONTRACTOR. CONCRETE REPAIRS WILL REQUIRE REMOVAL OF DETERIORATED MATERIAL, AS DETAILED ON THE DRAWINGS. SHOULD ADDITIONAL DETERIORATION OR DEFICIENCIES NOT REPRESENTED IN THE PLANS BE IDENTIFIED, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.

ANY DAMAGE CAUSED BY THE CONTRACTOR OR SUBCONTRACTORS TO THE EXISTING STRUCTURE (OUTSIDE OF THE DETAILED SCOPE OF WORK) OR ADJOINING PROPERTY SHALL BE REPAIRED IMMEDIATELY AT THE EXPENSE OF THE CONTRACTOR.

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND PERMITS.

APPLICABLE CODES AND STANDARDS

ALL LOCAL CODES PLUS THE FOLLOWING SPECIFICATIONS, STANDARDS AND CODES ARE PART OF THESE GENERAL NOTES:

- 1. CVSS, CURRENT EDITION
- 2. ACI 201.1R-08, E706, 318-14 SPECIFICATIONS
- 3. ICRI/ACI CONCRETE REPAIR MANUAL, FOURTH EDITION
- 4. ASTM SPECIFICATIONS, CURRENT EDITION
- 5. AWS D1.1 STRUCTURAL WELDING CODE, CURRENT EDITION
- 6. AISC MANUAL OF STEEL CONSTRUCTION, 14TH EDITION
- 7. ADOT&PF STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, CURRENT EDITION
- 8. IBC, CURRENT EDITION

IN THE EVENT THAT THERE IS A CONFLICT BETWEEN THE ABOVE REFERENCES AND THESE GENERAL NOTES THE FOLLOWING PRIORITY WILL BE FOLLOWED:

- 1. ALL PROJECT PERMIT REQUIREMENTS
- 2. THESE GENERAL NOTES AND PLANS
- 3. LOCAL CODES
- 4. THE SPECIFICATIONS, STANDARDS AND CODES LISTED ABOVE IN ORDER OF PRECEDENCE

VERTICAL DATUM

VERTICAL DATUM IS MEAN LOWER LOW WATER (MLLW).

TIDAL DATUMS

NOAA TIDAL DATUMS FOR 1983-2001 EPOCH AT VALDEZ, PRINCE WILLIAM SOUND (STATION #9454240):

EST. EXTREME HIGH WATER (EHW)	EL. +17.1 FT
MEAN HIGHER HIGH WATER (MHHW)	EL. +12.2
MEAN HIGH WATER (MHW)	EL. +11.2
MEAN SEA LEVEL (MSL)	EL. +6.5
MEAN TIDE LEVEL (MTL)	EL. +6.4
MEAN LOW WATER (MLW)	EL. +1.5
MEAN LOWER LOW WATER (MLLW)	EL. +0.0
EST. EXTREME LOW WATER (ELW)	EL. -5.4

PERFORMANCE CRITERIA

REPAIRS IDENTIFIED WITHIN THE PLANS ARE INTENDED TO RESTORE THE STRUCTURAL COMPONENTS TO THE ORIGINALLY DESIGNED SERVICEABILITY. REPAIRS ARE NOT INTENDED TO STRENGTHEN OR IMPROVE THE FUNCTIONALITY OF THE COMPONENTS.

STRUCTURAL CONCRETE REPAIRS ARE PROPOSED TO MITIGATE FUTURE DETERIORATION BY REPLACING WEAKENED AND FAILED CONCRETE WITH SOUND, COMPETENT MATERIAL. CORRODED REINFORCEMENT WILL BE CLEANED AND TREATED TO MINIMIZE AND SLOW FUTURE DETERIORATION. THE LONGEVITY OF REPAIRS IS DEPENDENT UPON EXISTING CONCRETE CONDITIONS, PROPER SURFACE PREPARATION AND CURING CONDITIONS FOR THE REPAIR MATERIAL. CONCRETE CORES WERE NOT TAKEN FOR THIS PROJECT, THEREFORE THE CHEMICAL COMPOSITION OF CONCRETE CANNOT BE VERIFIED. THE CONCENTRATION OF CHLORIDE INTRUSION AND CARBONATION WILL HAVE A SIGNIFICANT IMPACT ON THE RATE AND SEVERITY OF REINFORCEMENT CORROSION. THE PROPOSED REPAIR PLANS DO NOT ADDRESS SUCH DEFICIENCIES. BEST CONSTRUCTION PRACTICES WHEN REMOVING, CLEANING, AND PATCHING ARE CRITICAL TO PROVIDING A DURABLE REPAIR.

PROJECT PERMIT REQUIREMENTS

CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF ALL PROJECT PERMITS. CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS.

THIS PROJECT HAS SOME REQUIREMENTS TO FULFILL STATE AND FEDERAL PERMIT STIPULATIONS. THE CONTRACTOR WILL BE RESPONSIBLE FOR KNOWING, UNDERSTANDING, AND IMPLEMENTING ALL OF THE THESE REQUIREMENTS DURING ALL STAGES OF PROJECT CONSTRUCTION. THE CONTRACTOR MUST UNDERSTAND THAT SOME OF THESE REQUIREMENTS WILL ADD TIME AND/OR COST TO THE EXECUTION OF VARIOUS TASKS ASSOCIATED WITH PROJECT COMPLETION.

SUBMITTAL REQUIREMENTS

SHOP DRAWINGS FOR ALL FABRICATED MATERIALS SHALL BE SUBMITTED TO THE ENGINEER FOR WRITTEN APPROVAL PRIOR TO FABRICATION OR SHIPPING OF ANY ITEM. CERTIFICATIONS, MANUFACTURER'S DATA, AND OTHER INFORMATION FOR ALL MATERIALS, INCLUDING THOSE NOT SPECIFICALLY NOTED IN THE GENERAL NOTES OR SHOWN ON INDIVIDUAL DRAWINGS, SHALL BE SUBMITTED TO THE ENGINEER FOR WRITTEN APPROVAL. ALL METHODS AND MATERIALS SHALL CONFORM TO THE CONTRACT DOCUMENTS, GENERAL NOTES, THE PLANS, GOOD WORKMANSHIP, GENERALLY ACCEPTED INDUSTRY STANDARDS, AND MANUFACTURER'S RECOMMENDATIONS.

ELECTRONIC SUBMITTALS ARE PREFERRED. FOR HARD COPY SUBMITTALS, A MINIMUM OF THREE (3) SETS SHALL BE PROVIDED WITH EACH SUBMITTAL. REVIEWED COPIES WILL BE RETURNED TO THE CONTRACTOR AND MARKED AS REQUIRED FOR ACCEPTANCE OR NON-ACCEPTANCE. THE ENGINEER'S REVIEW OF SUBMITTALS WILL BE FOR GENERAL CONFORMANCE ONLY, AND IT SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL REQUIREMENTS OF THE PLANS AND SPECIFICATIONS. ANY INTENDED DEVIATION FROM THE PLANS AND SPECIFICATIONS MUST BE SPECIFICALLY IDENTIFIED BY THE CONTRACTOR AND SPECIFICALLY APPROVED BY THE ENGINEER TO BE ACCEPTABLE. WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIVING ENGINEER'S OR OWNER'S WRITTEN APPROVAL SHALL BE AT THE CONTRACTOR'S OWN RISK. ANY SUCH WORK REQUIRED BY THE ENGINEER OR OWNER TO BE REMOVED AND/OR REPLACED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

LIST OF SUBMITTALS

THE FOLLOWING IS A LIST OF REQUIRED SUBMITTALS FOR THIS PROJECT (ADDITIONAL SUBMITTALS MAY BE REQUIRED AS INDICATED IN THE PROJECT SPECIFICATIONS):

- 1. CONSTRUCTION SCHEDULE
- 2. TRAFFIC CONTROL PLAN
- 3. DEMOLITION AND REPAIR PLANS
- 4. MORTAR REPAIR MATERIAL CERTIFICATIONS
- 5. CERTIFICATIONS FOR ALL STEEL USED INCLUDING CHEMISTRY, YIELD, AND MILL NUMBERS.
- 6. SHOP DRAWINGS
- 7. AWS WELDER QUALIFICATIONS/CERTIFICATIONS
- 8. RED-LINED AS-BUILT DRAWINGS

AS-BUILT PLANS

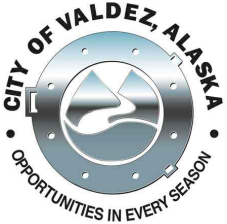
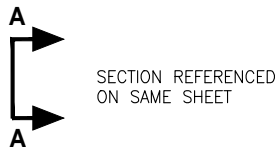
THE CONTRACTOR SHALL MAINTAIN A SET OF AS-BUILT PLANS IN THE ON-SITE PROJECT OFFICE. THE AS-BUILT PLANS SHALL BE KEPT UP TO DATE THROUGHOUT THE PROJECT WITH THE LATEST AS-BUILT DIMENSIONS AND DETAILS AS APPROVED BY THE ENGINEER AND SHALL BE SUBMITTED TO THE OWNER WITHIN 30 DAYS AFTER THE END OF THE PROJECT.

ABBREVIATIONS

ACI - AMERICAN CONCRETE INSTITUTE
ADOT&PF - ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
AISC - AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ALT - ALTERNATE
APPROX - APPROXIMATELY
ASTM - AMERICAN SOCIETY OF TESTING AND MATERIALS
AWS - AMERICAN WELDING SOCIETY
BO - BOTTOM OF
BTM - BOTTOM
C - CHANNEL
CVSS - CITY OF VALDEZ STANDARD SPECIFICATIONS AND STANDARD DETAILS
CIP - CAST IN PLACE
CLR - CLEAR
CL - CENTERLINE
CL - CLASS
CONC - CONCRETE
CONT - CONTINUOUS
CY - CUBIC YARD
EA - EACH
EL/ELEV - ELEVATION
EOP - END OF PROJECT
EW - EACH WAY
E/EXIST - EXISTING
FT/SEC - FEET PER SECOND
GALV - GALVANIZED
HDG - HOT-DIP GALVANIZED
HORZ - HORIZONTAL
HP - H-PILE SECTION
HSS - HOLLOW STRUCTURAL SECTION
HTL - HIGH TIDE LINE
ID - INSIDE DIAMETER
K/KIP - ONE THOUSAND POUNDS
L - STEEL ANGLE
LB - POUND
LF - LINEAR FEET
MAX - MAXIMUM
ME - MATCH EXISTING
MH - MANHOLE
MHW - MEAN HIGH WATER
MIN - MINIMUM
MLLW - MEAN LOWER LOW WATER
NA - NOT APPLICABLE
NO - NUMBER
NTS - NOT TO SCALE
OC - ON CENTER
OD - OUTSIDE DIAMETER
OVS - OVERSIZED
PL - PLATE
PSF - POUNDS PER SQUARE FOOT
PSI - POUNDS PER SQUARE INCH
QTY - QUANTITY
R - RADIUS
REF - REFERENCE
SS - STAINLESS STEEL
SF - SQUARE FEET
SHT - SHEET
SIM - SIMILAR
ST - SHORT TON
STA - STATION
STD - STANDARD
SYMM - SYMMETRIC
t - THICKNESS
T&B - TOP AND BOTTOM
TBD - TO BE DETERMINED
TO - TOP OF
TYP - TYPICAL
UNO - UNLESS NOTED OTHERWISE
UT - ULTRASONIC TESTING
VCT - VALDEZ CONTAINER TERMINAL
VERT - VERTICAL
VT - VISUAL INSPECTION
W/ - WITH
W - WIDE FLANGE BEAM
XX - DOUBLE EXTRA STRONG PIPE

LEGEND

	CONCRETE SPALL/DEFECT
	REPAIR AREA/MORTAR
	CONCRETE SURFACING
	MUDLINE
	EARTH/FILL



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2/18/2021

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REV	DATE	DESCRIPTION



DATE: 2/18/21

1506 West 36th Avenue
Anchorage, Alaska 99503

Phone: 907.561.1011

Fax: 907.563.4220

www.pndengineers.com



PROJECT:

CITY OF VALDEZ
VCT CAUSEWAY REPAIRS

TITLE:

GENERAL NOTES

DESIGNED BY:	MAB	DATE:	2/18/2021
CHECKED BY:	CC	PROJECT NO:	201125

SHEET NO:

11 OF 11

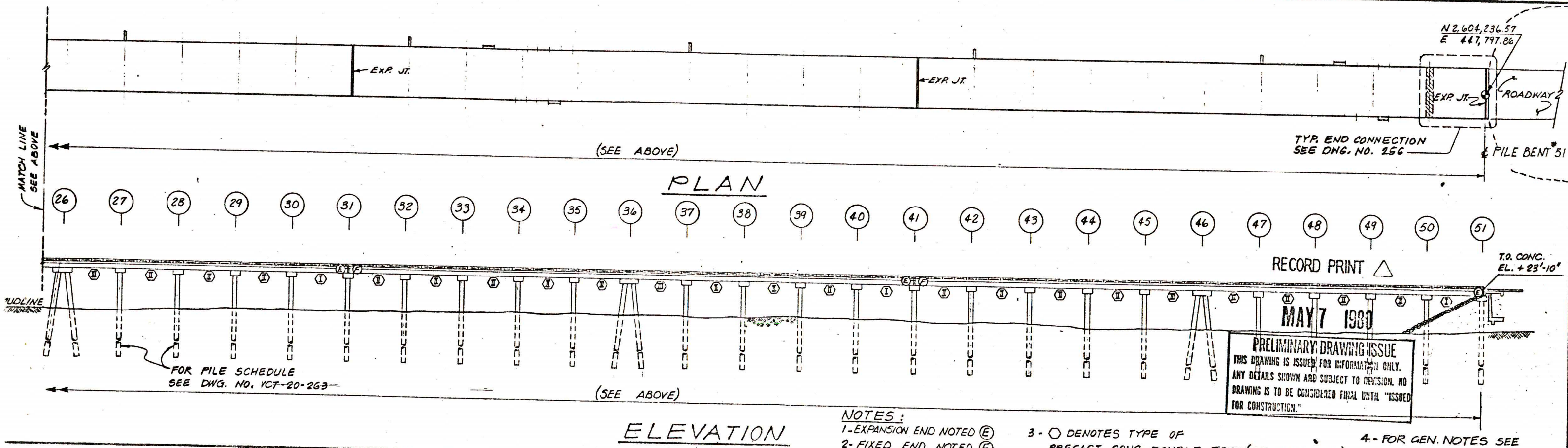
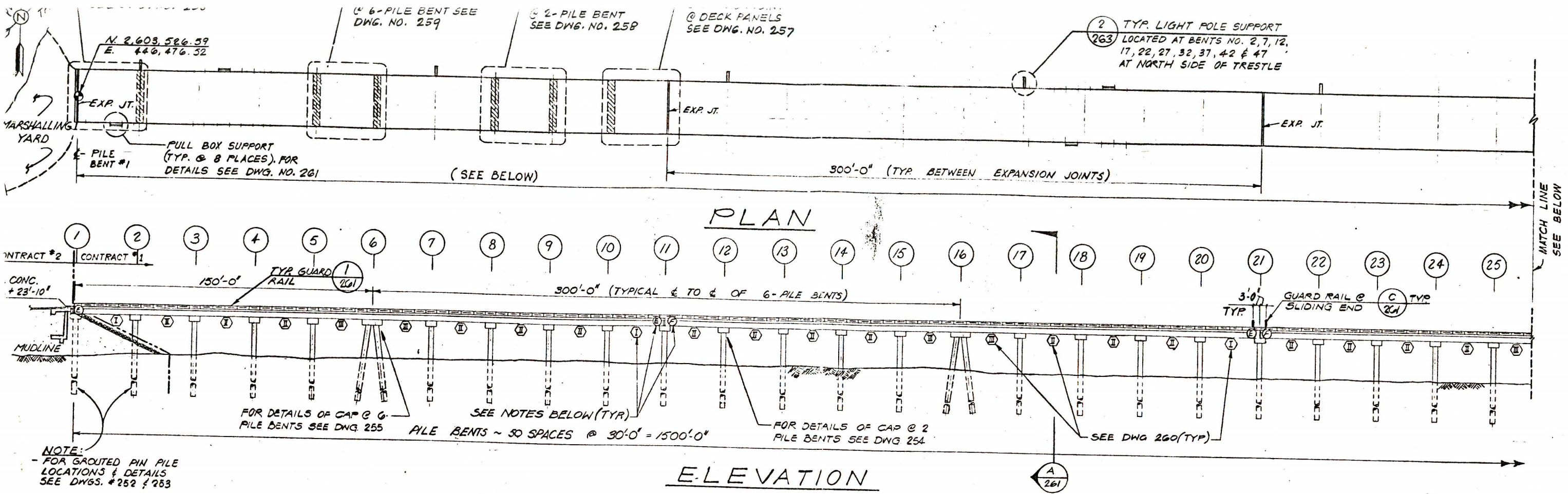


City of Valdez

**Project: VCT Causeway Repairs
Project Number: 20-350-2011 / Contract Number: 1683**

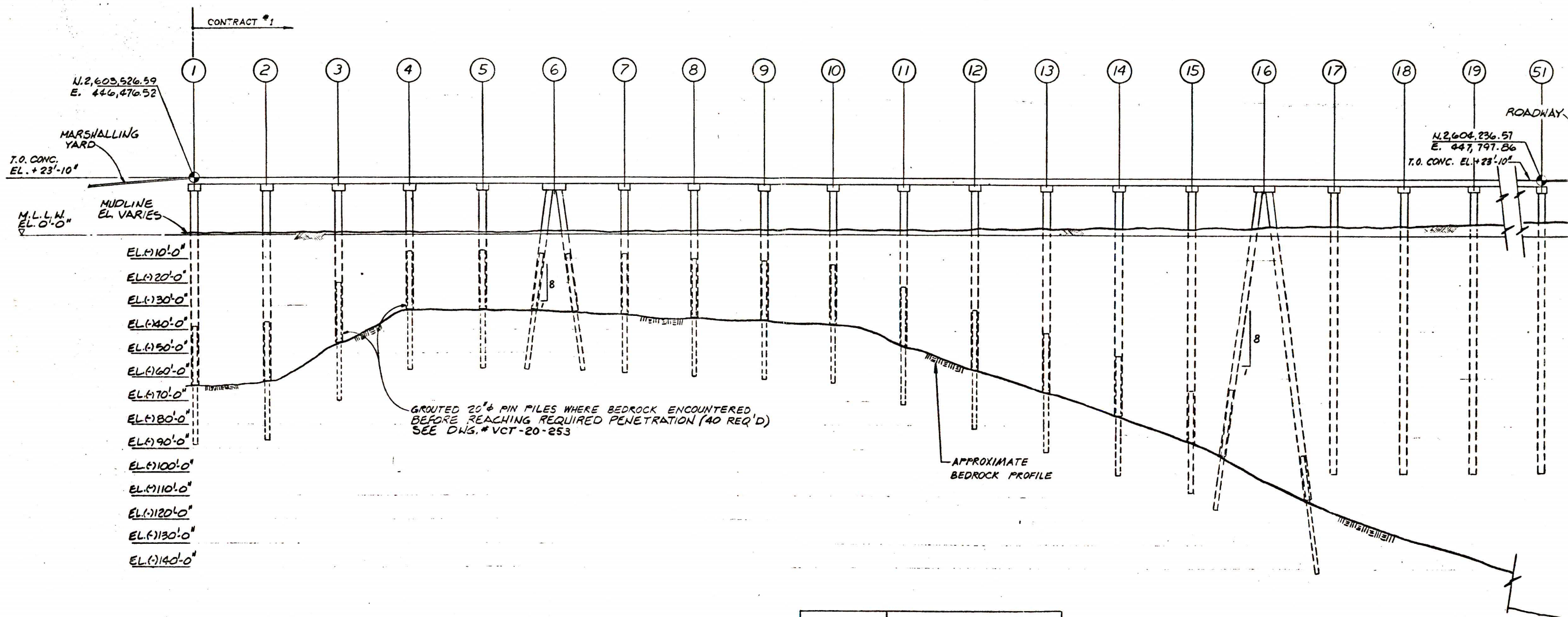
APPENDIX A

REFERENCE DRAWINGS VCT CAUSEWAY



REFERENCES				REVISIONS				REVISIONS				SANTA FE TECHNICAL SERVICES COMPANY		TRESTLE - PLAN & ELEVATION	
MK	DATE	BY	APPROVED	MK	DATE	BY	APPROVED	MK	DATE	BY	APPROVED	Scale 1"=25'		Drawing # VCT-20-251	
OVERALL PLOT PLAN #VCT-00-003												A Subsidiary of Santa Fe International Corporation Houston, Texas			
TRESTLE PILE LOCATION PLAN #VCT-00-008															
TRESTLE BEDROCK PROFILE & PIN PILE															

NOTES:
 1- EXPANSION END NOTED (E)
 2- FIXED END NOTED (F)
 3- O DENOTES TYPE OF PRECAST CONC. DOUBLE TEES (SEE DWG. 260)
 4- FOR GEN. NOTES SEE DWG. VCT-G-001



BENT	PILE TIP ELEVATION
1 → 16	BEDROCK + INSERTED PIN PILE, SEE DWG. VCT-20-253
17 → 25	- 100' MLLW
26	- 160' "
27 → 35	- 100' "
36	- 160' "
37 → 45	- 100' "
46	- 160' "
47 → 51	- 100' "

NOTE

1. FOR GEN. NOTES SEE DWG. VCT-G-001
2. FOR PILE SCHEDULE SEE DWG. VCT-20-263

RECORD PRINT

MAY 7 1980

PRELIMINARY DRAWING ISSUE
 THIS DRAWING IS ISSUED FOR INFORMATION ONLY.
 ANY DETAILS SHOWN ARE SUBJECT TO REVISION. NO
 DRAWING IS TO BE CONSIDERED FINAL UNTIL "ISSUED
 FOR CONSTRUCTION."

REFERENCES

MK DATE BY APPROVED

REVISIONS

MK DATE BY APPROVED

REVISIONS



SANTA FE TECHNICAL SERVICES COMPANY

A Subsidiary of Santa Fe International Corporation
Houston, TexasDRAWN BY
RICH G.DATE
2-7-80

CHECKED BY

DATE

ENGINEER

DATE

SF APPROVAL

CLIENT APPROVAL

TRESTLE - BEDROCK PROFILE AND PIN PILE LOCATION

VALDEZ CONTAINER TERMINAL

VALDEZ, ALASKA

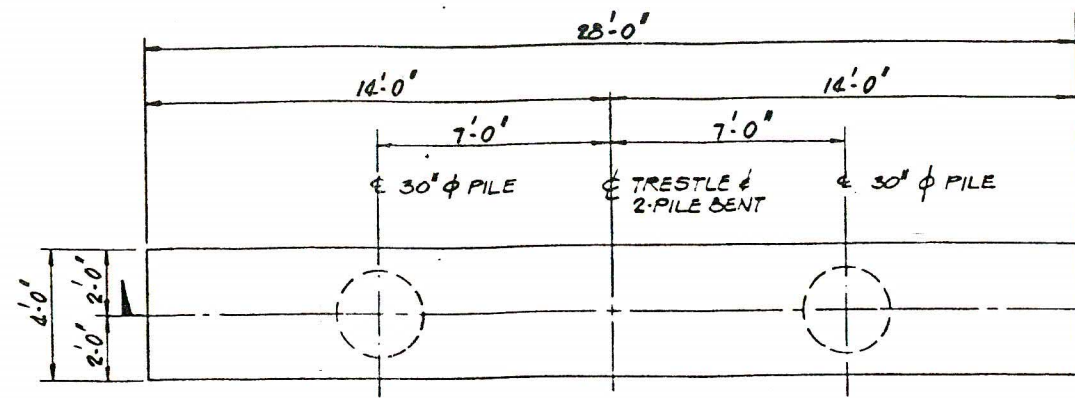
SCALE
1" = 20'-0"

CONTRACT NO.

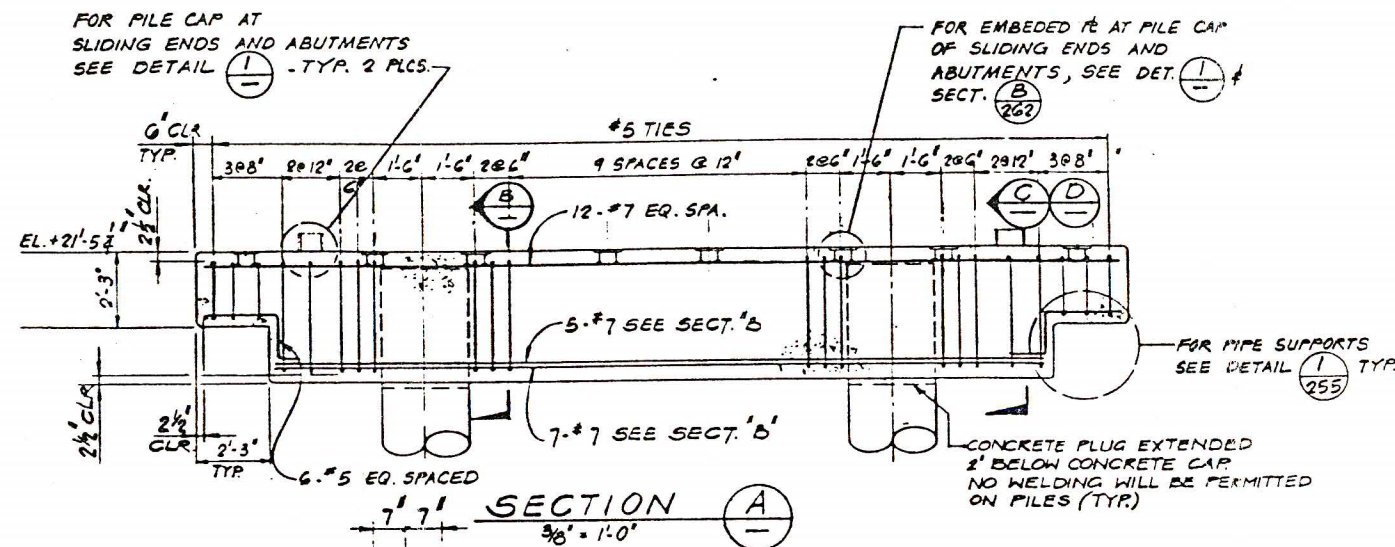
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DRAWING NO.

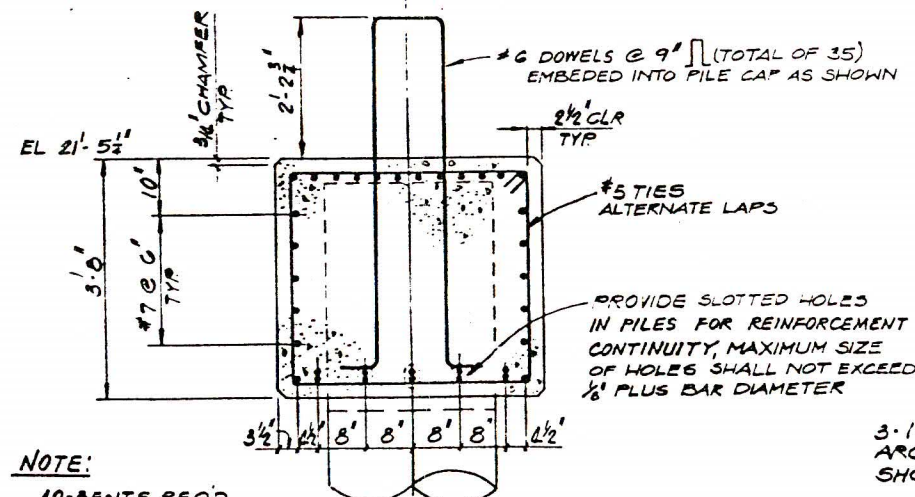
VCT-20-252



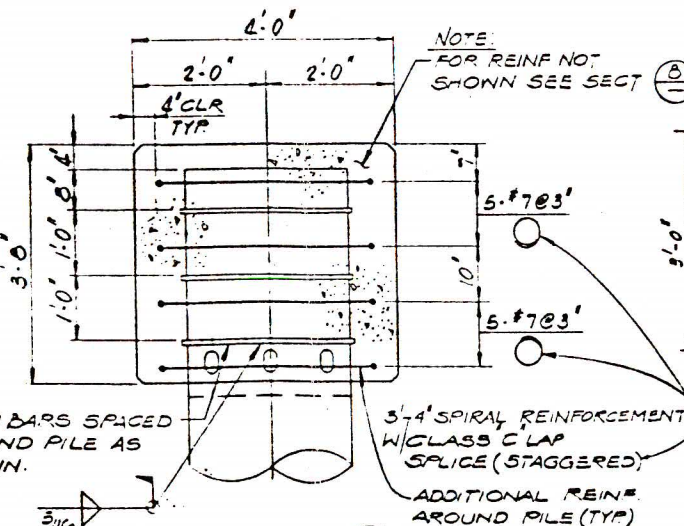
40 BENTS REQ'D
SEE NOTE ON SECT. B & D
PLAN (FOR LOCATION SEE DWG. 251)
3/8" = 1'-0"



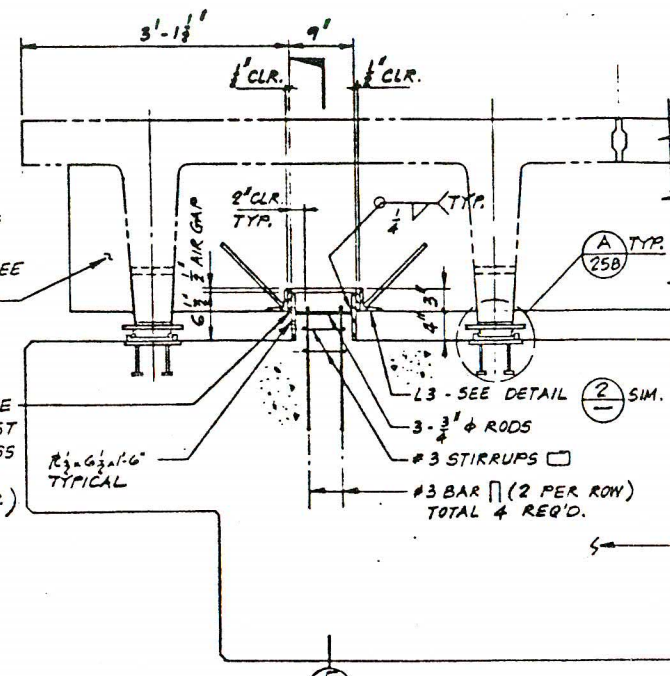
SECTION A
3/8" = 1'-0"



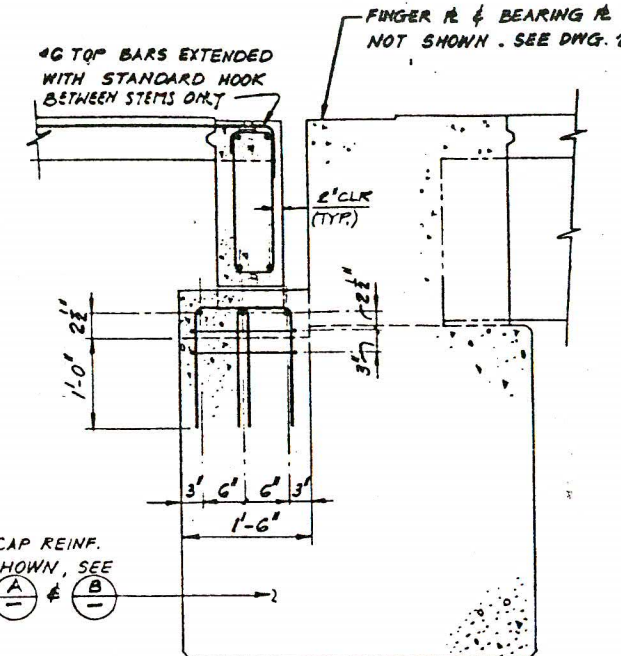
SECTION B
3/8" = 1'-0"



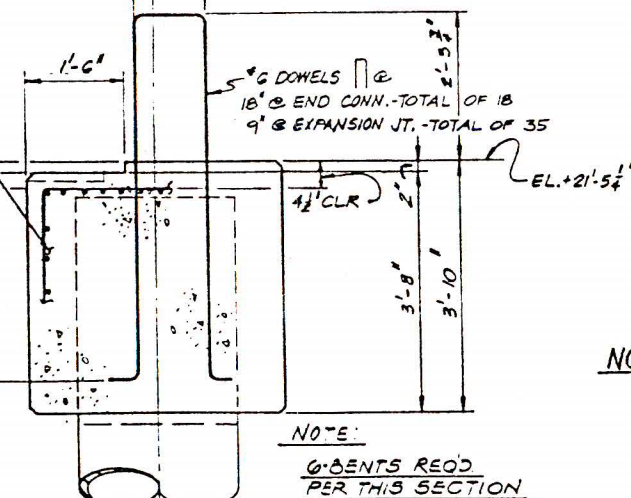
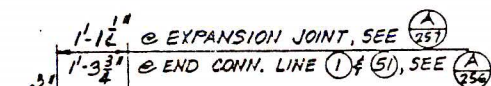
SECTION C
3/8" = 1'-0"



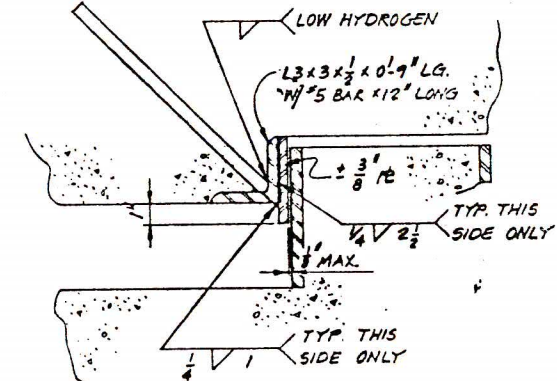
DETAIL 1
1" = 1'-0"



SECTION E
1" = 1'-0"



PILE CAP @ EXPANSION JTS. AND END CONNECTIONS
SECTION D
3/8" = 1'-0"



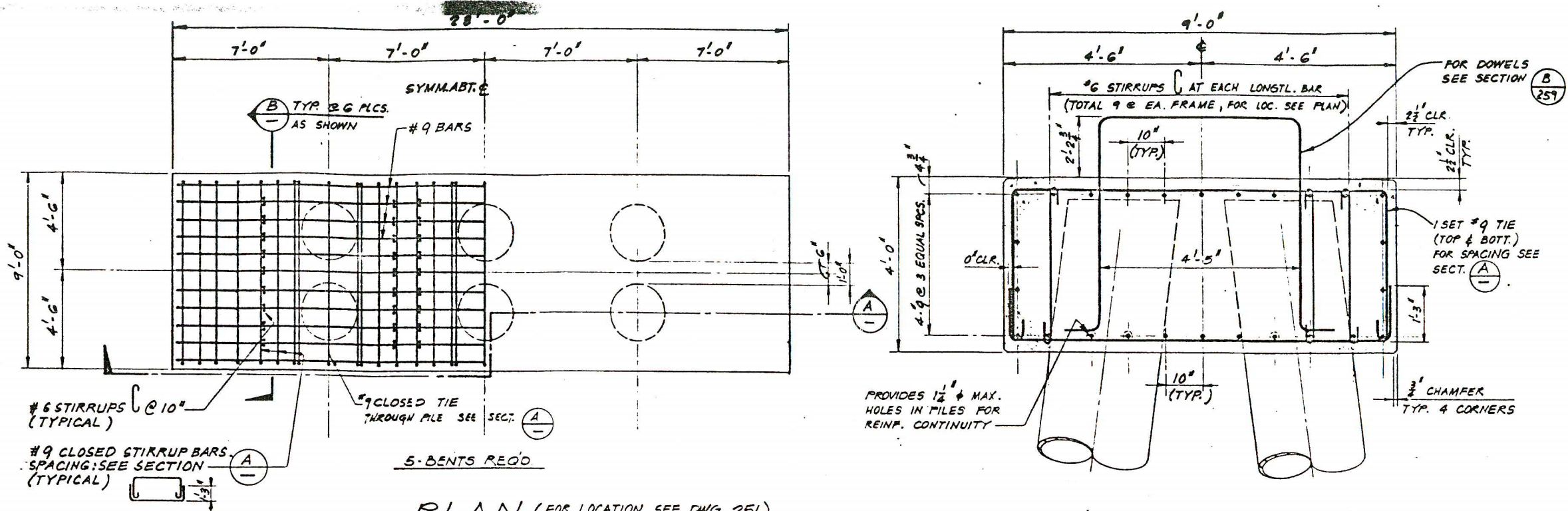
DETAIL 2
3" = 1'-0"

NOTE:
1. FOR GENERAL NOTES SEE DWG. VCT-G-001

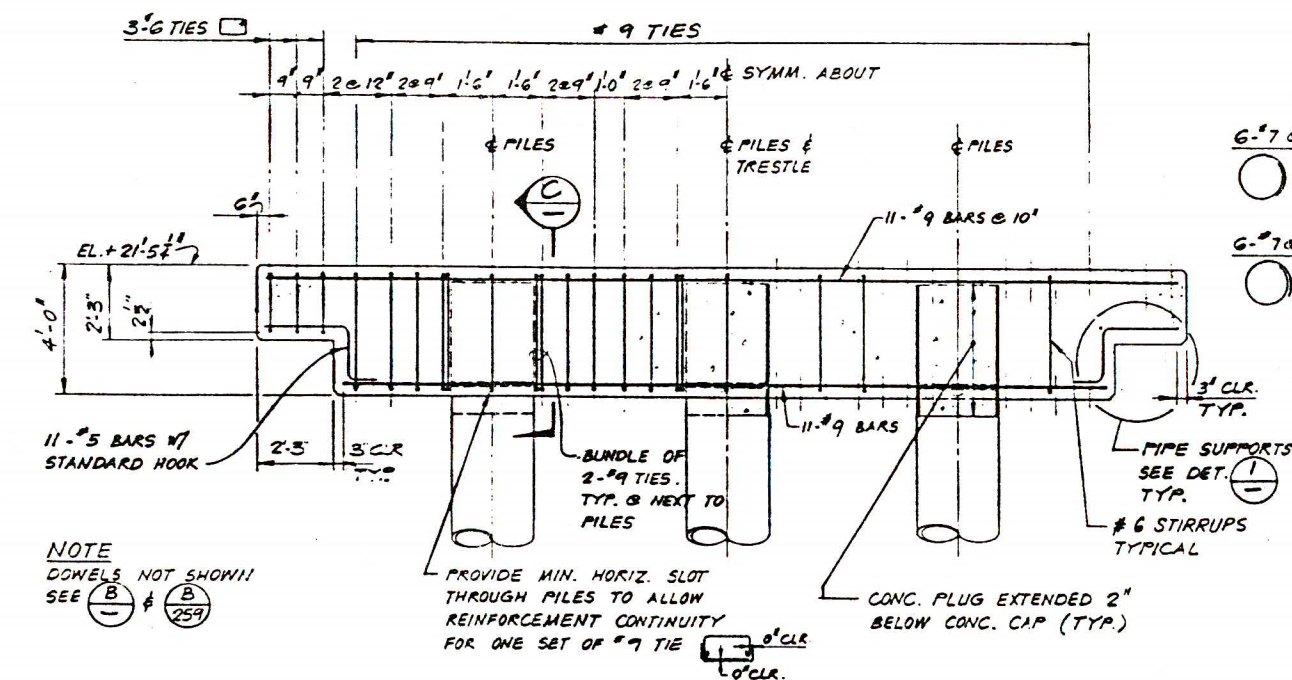
MAY 7 1980



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FOR CONSTRUCTION."

REFERENCES	DATE BY APPROVED	REVISIONS	DATE BY APPROVED	REVISIONS	SANTA FE TECHNICAL SERVICES COMPANY	TRESTLE - TYPICAL 2 PILE BENTS PLAN, SECTIONS & DETAILS
					DRAWN BY J. PALMERI	VALDEZ CONTAINER TERMINAL
					DATE	VALDEZ ALASKA
					DATE	307100
					DATE	DRAWING NO. VCT-20-254



PLAN (FOR LOCATION SEE DWG. 251)

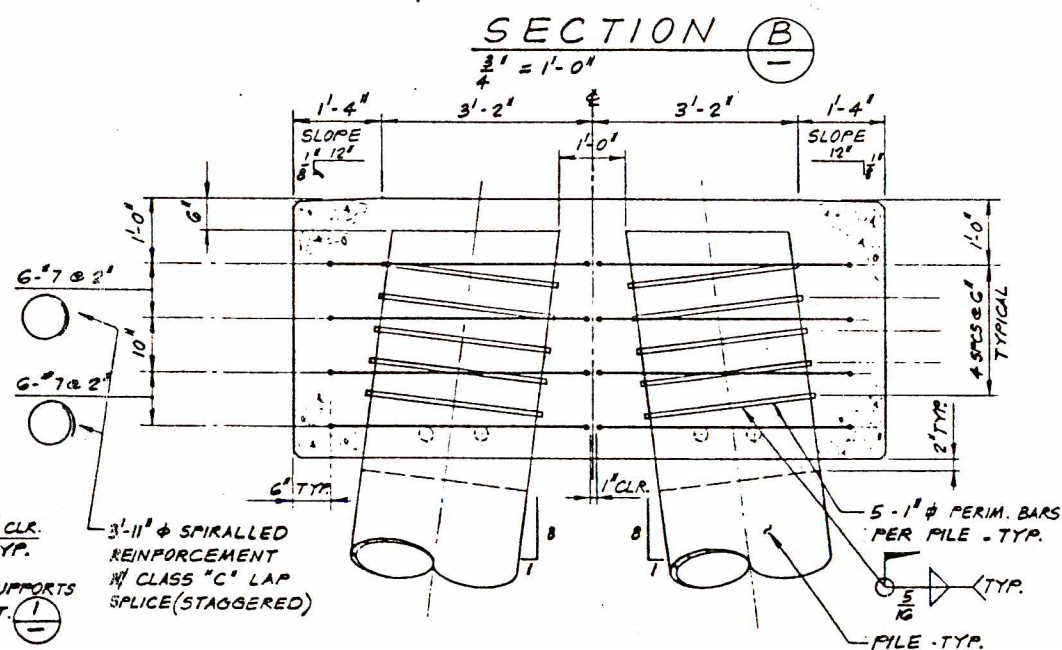
$$\frac{3}{R} = 1'-0''$$


NOTE
DOWELS NOT SHOWN!
SEE  & 

- PROVIDE MIN. HORIZ. SLOT
THROUGH PILES TO ALLOW
REINFORCEMENT CONTINUITY
FOR ONE SET OF "9 TIE [

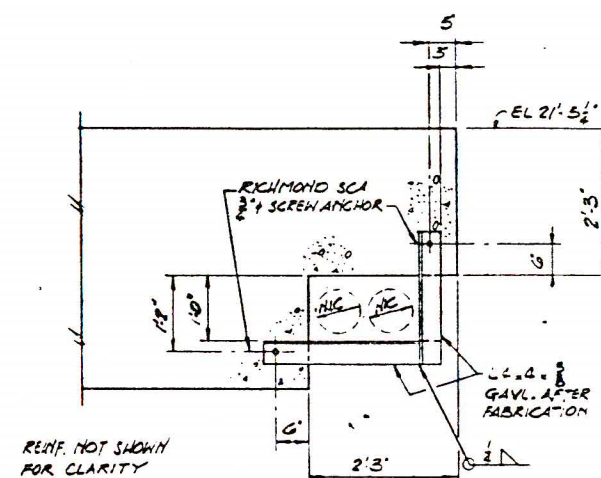
CONC. PLUG EXTENDED 2"
BELOW CONC. CAP (TYP.)

SECTION

$$m^N = 1 - 0^N$$


SHEAR CONNECTORS
AND PILECAP REINF. RING

SECTION

$$4\frac{3}{4}'' = 1'-0''$$


DETAIL

2.10

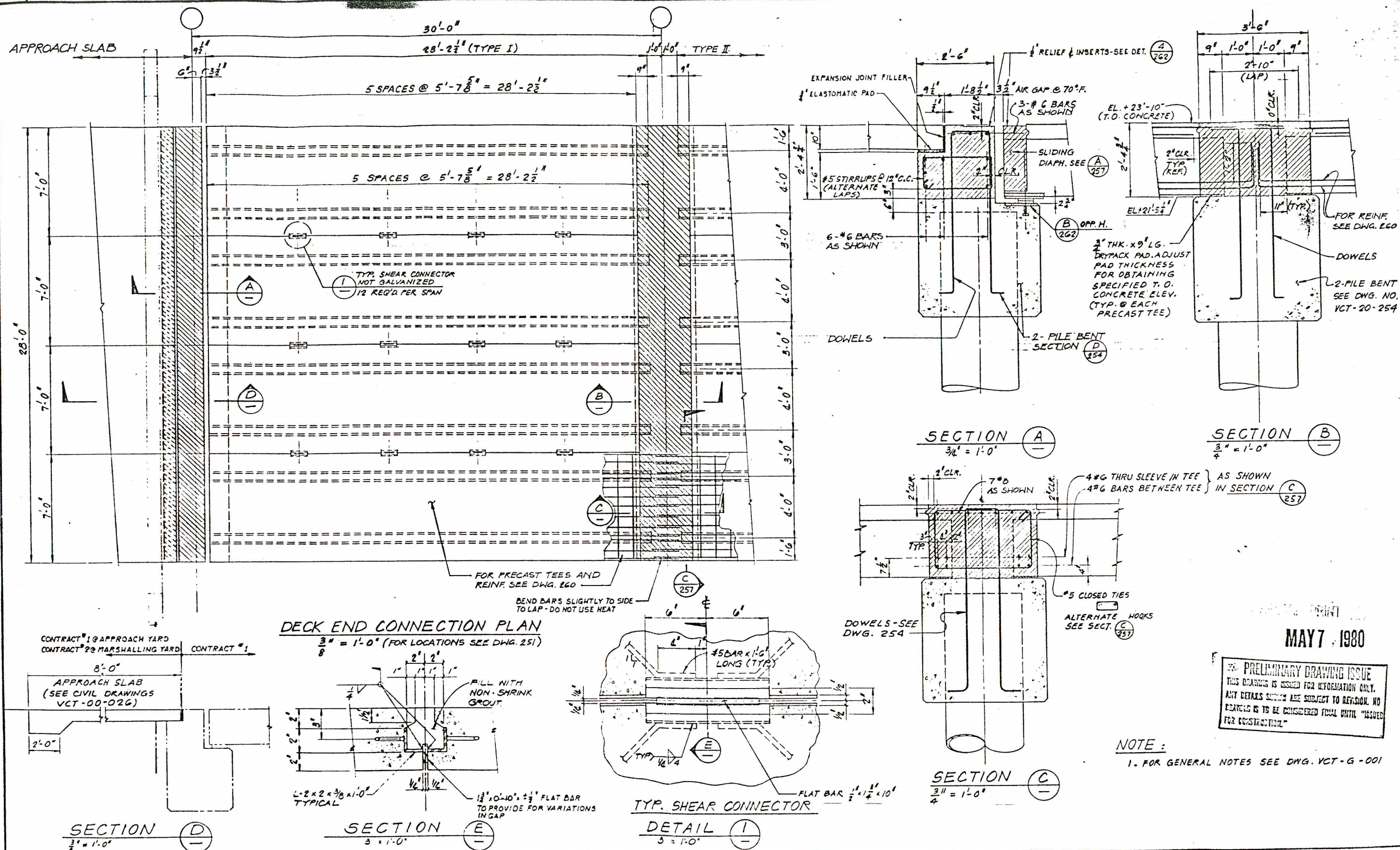
NOTE:

1. FOR GENERAL NOTES SEE DWG. VCT-G-001

MAY 7 1980

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FOR CONSTRUCTION."

REFERENCES	MK DATE BY APPROVED		REVISIONS		MK DATE BY APPROVED		REVISIONS		<div><div>SF</div><div>SANTA FE TECHNICAL SERVICES COMPANY</div><div><small>A Subsidiary of Santa Fe International Corporation Houston Texas</small></div></div>		TRESTLE - TYPICAL 6 FILE ANCHOR BENTS								
											PLAN SECTIONS & DETAILS								
											VALDEZ CONTAINER TERMINAL								
													VALDEZ ALASKA						
											DRAWN BY <i>Ther</i>		CHECKED BY	ENGINEER	SF APPROVAL				
											DATE April 12, 1980		DATE	DATE	CLIENT APPROVAL	SCALE NOTED	CONTRACT NO. 3071.00	DRAWING NO. VCT-20-255	RE



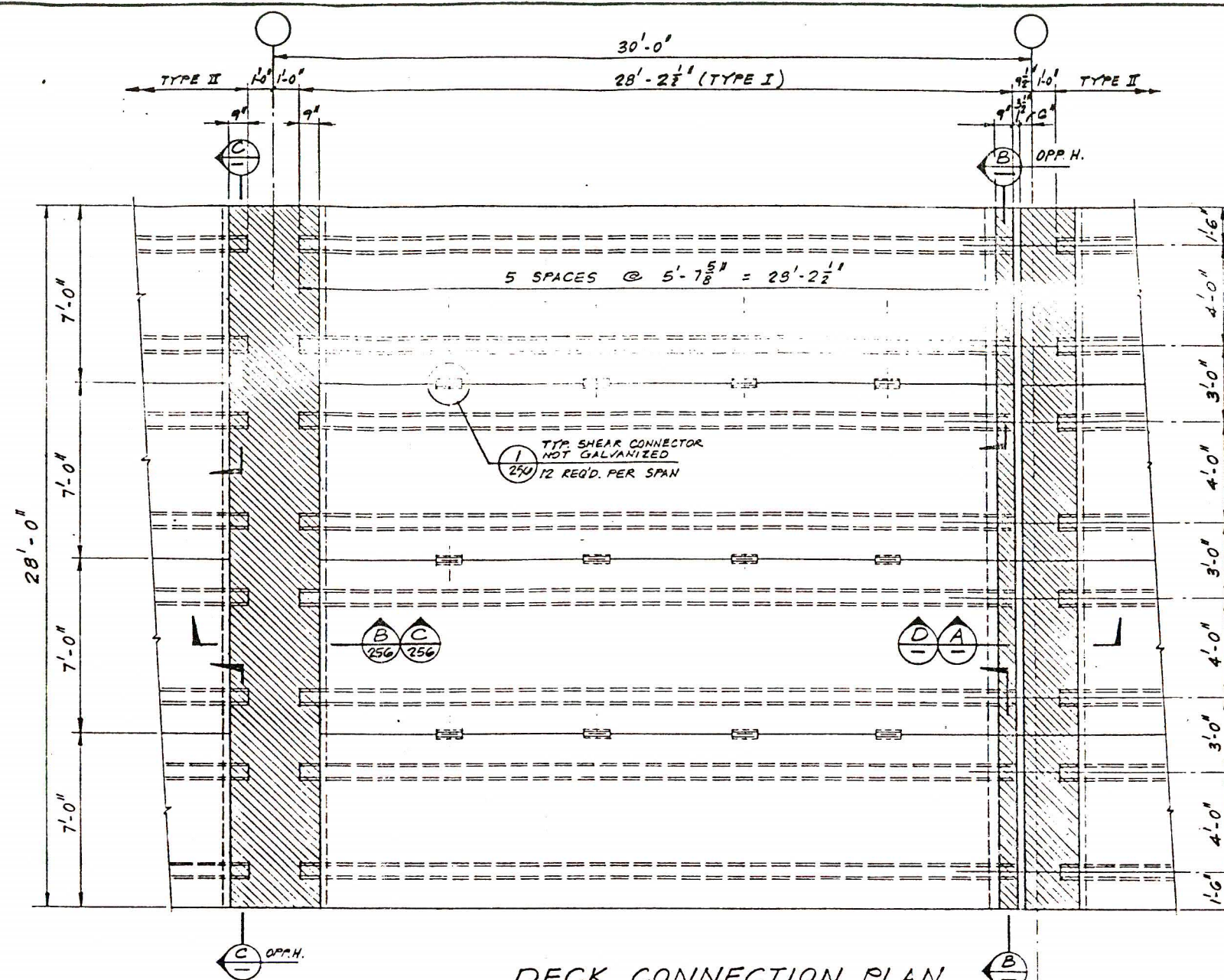
MAY 7 1980

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FOR CONSTRUCTION"

NOTE :

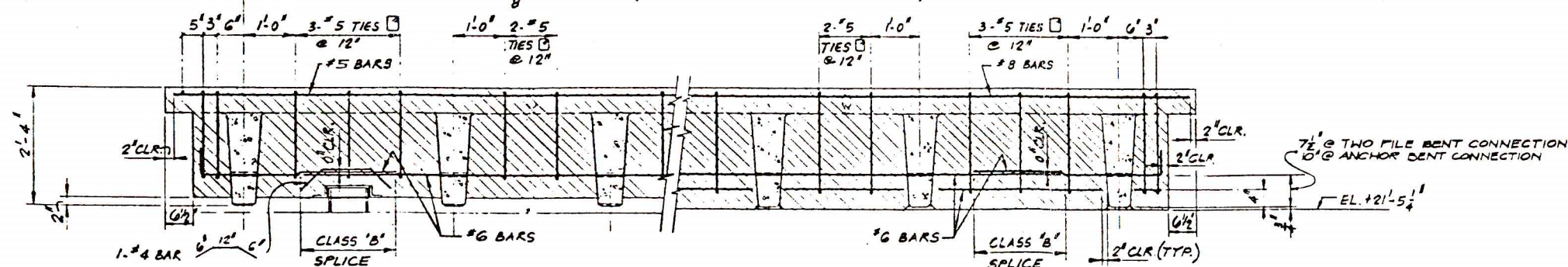
1. FOR GENERAL NOTES SEE DWG. VCT-G-001

REFERENCES	MK DATE BY APPROVED		REVISIONS		MK DATE BY APPROVED		REVISIONS		SANTA FE TECHNICAL SERVICES COMPANY <small>A Subsidiary of Santa Fe International Corporation Houston, Texas</small>		TRESTLE - TYPICAL DECK PANELS AT END CONNECTION				
									DRAWN BY <i>Thayer</i>		CHECKED BY	ENGINEER	SF APPROVAL	SECTIONS & DETAILS	
									DATE		DATE	DATE	CLIENT APPROVAL	VALDEZ CONTAINER TERMINAL	
														VALDEZ ALASKA	
									SCALE NOTED		CONTRACT NO. 3-7100		DRAWING NO. VOT-20-245		REV.



DECK CONNECTION PLAN

$2' = 1'-0"$ (FOR LOCATIONS SEE DWG. 251)

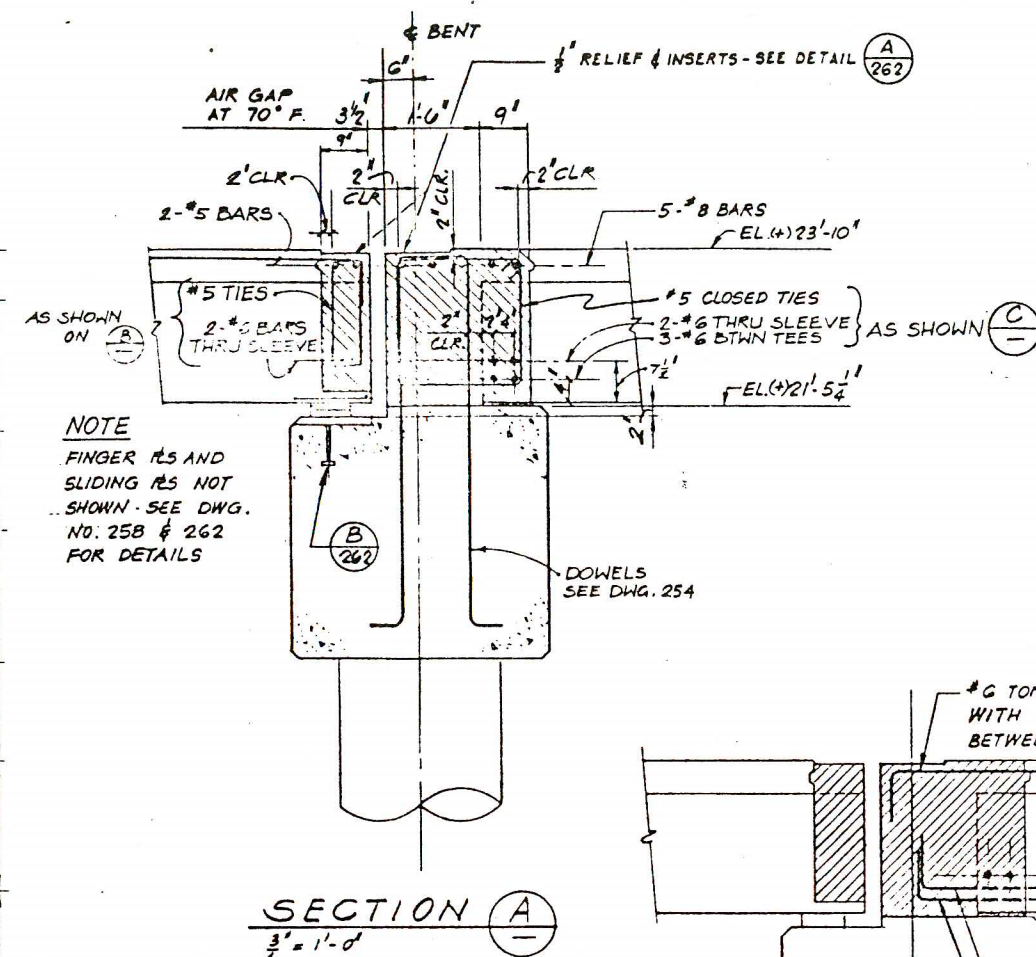


DIAPHRAGM AT SLIDING END

SECTION

$$\frac{3}{4} = 1 - 0.25$$

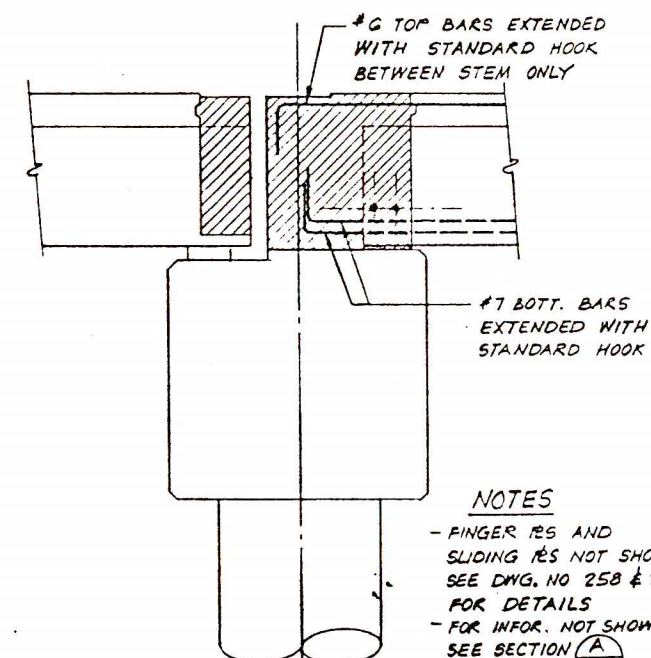
SECTION

$$\underline{2}^1 = 1^1 - 0^1$$


NOTE

FINGER PLAS AND
SLIDING PLAS NOT
SHOWN - SEE DWG.
NO. 258 & 262
FOR DETAILS

SECTION

$$\frac{3}{2} = 1.5$$


NOTES

- FINGER PIS AND SLIDING PIS NOT SHOWN SEE DWG. NO 258 & 262 FOR DETAILS
- FOR INFOR. NOT SHOWN SEE SECTION (A)

SECTION



$$\frac{3}{4} = 1.0$$

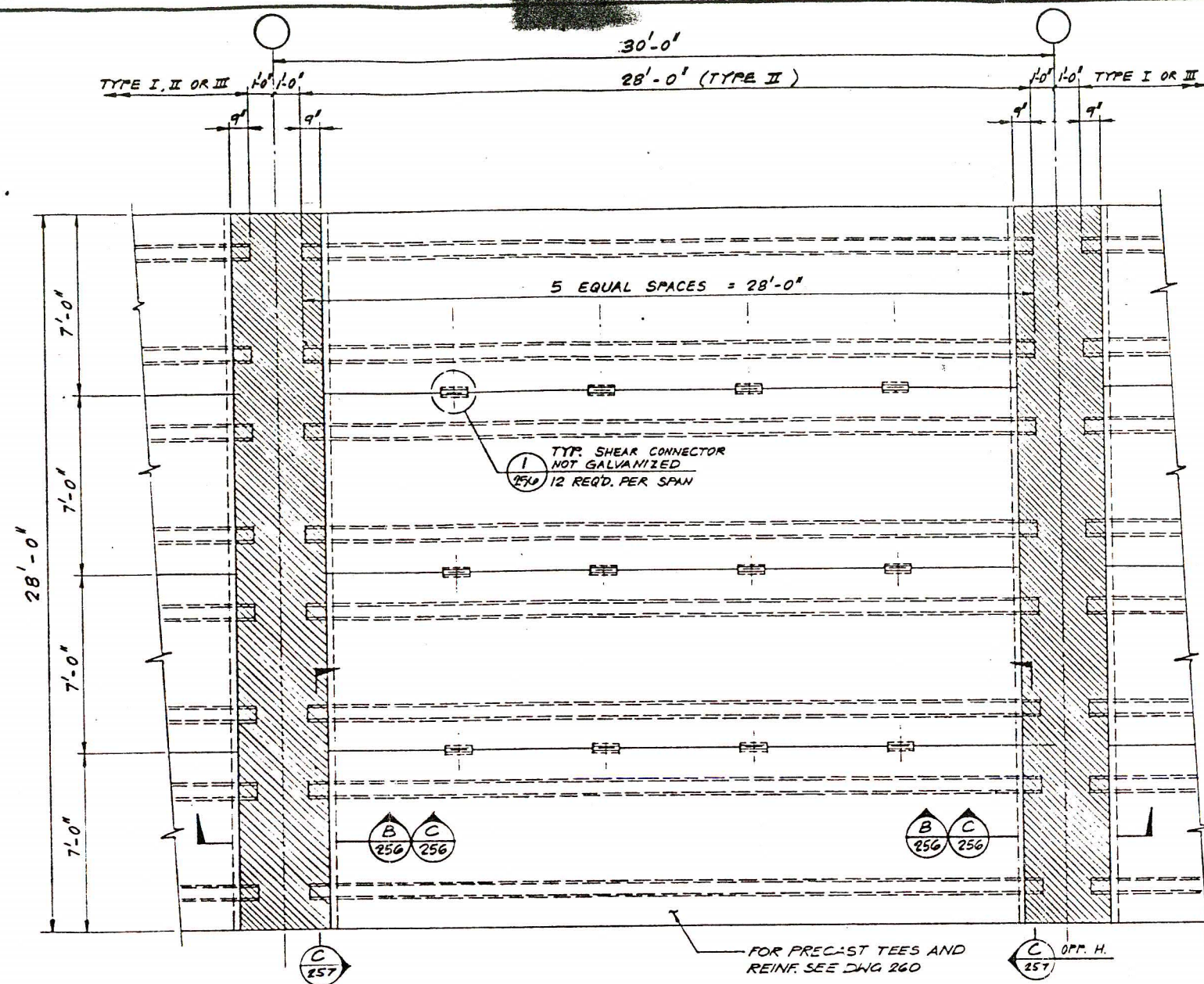
NOTE

1. FOR GENERAL NOTES SEE DWG. VCT-G-001

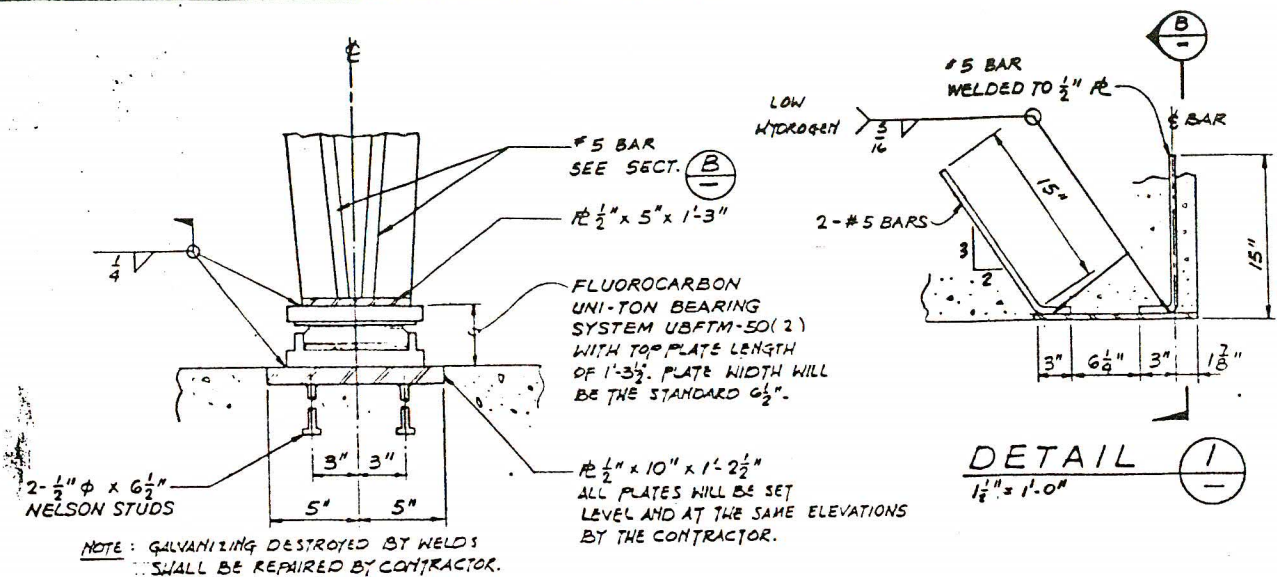
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FOR CONSTRUCTION."

01 MAY 7 1981

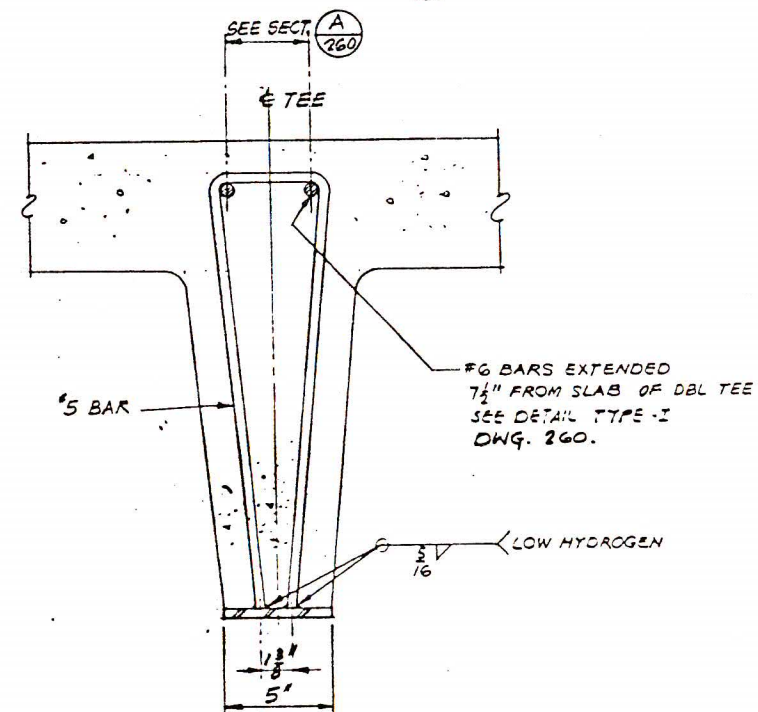
REFERENCES	MK DATE BY APPROVED		REVISIONS		 SANTA FE TECHNICAL SERVICES COMPANY <small>A Subsidiary of Santa Fe International Corporation Houston, Texas</small>	TRESTLE - TYPICAL DECK PANELS AT EXPANSION JOINT			
	MK DATE BY APPROVED		REVISIONS			SECTIONS & DETAILS			
								VALDEZ CONTAINER TERMINAL	
								VALDEZ ALASKA	
					DRAWN BY <i>Thompson</i>	CHECKED BY	ENGINEER	S F APPROVAL	
					DATE APR 9, 1980	DATE	DATE	CLIENT APPROVAL	
								SCALE AS NOTED	CONTRACT NO. 3071.00
								DRAWING NO. VCT-20-257	REV 



FIXED DECK CONNECTION PLAN
 $\frac{3}{8}'' = 1'-0''$ (FOR LOCATION SEE DWG 251)



SECTION (A)
3" = 1'-0"




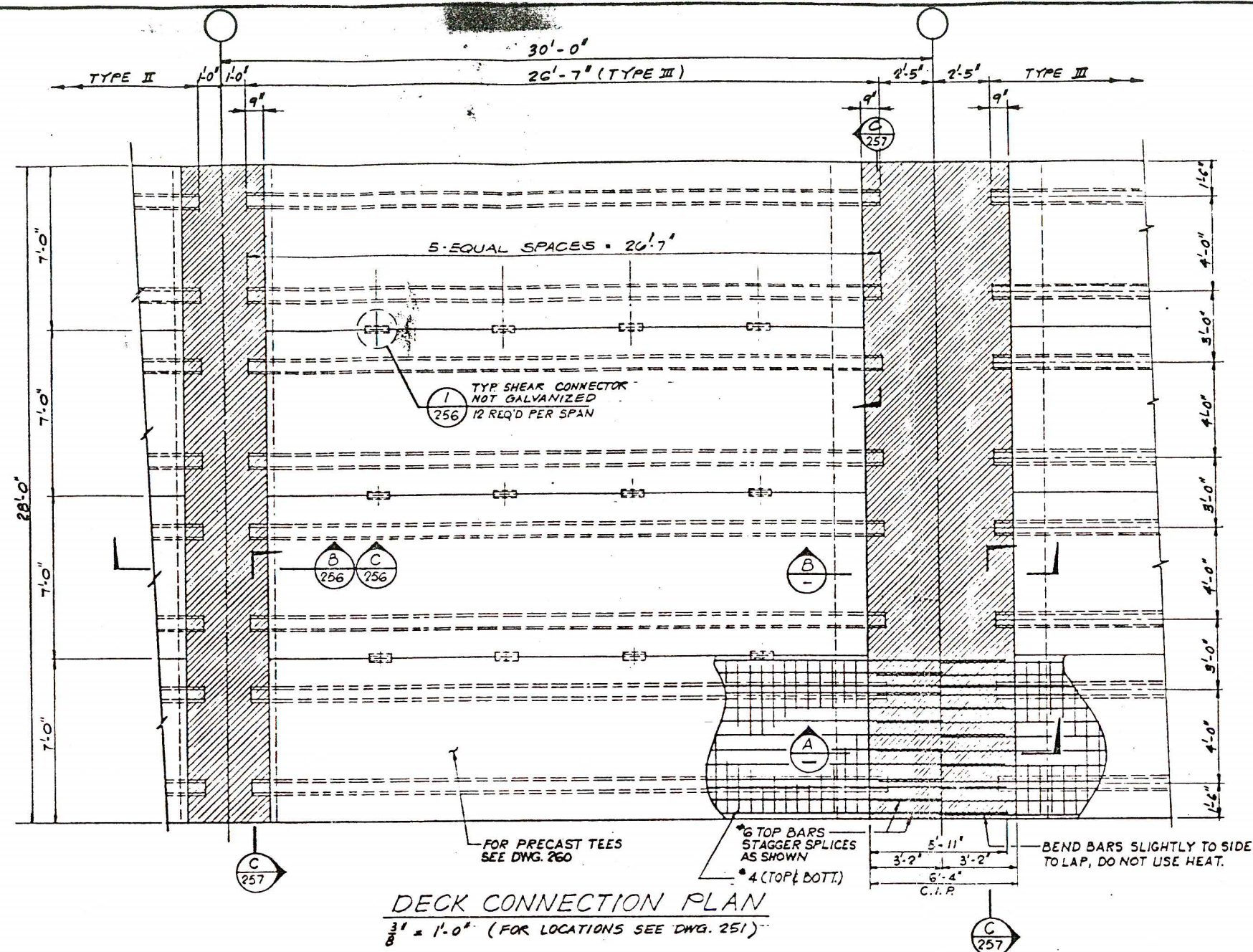
SECTION (B)
3" = 1'-0"

NOTE:
1. FOR GENERAL NOTES SEE DWG. VCT-G-001

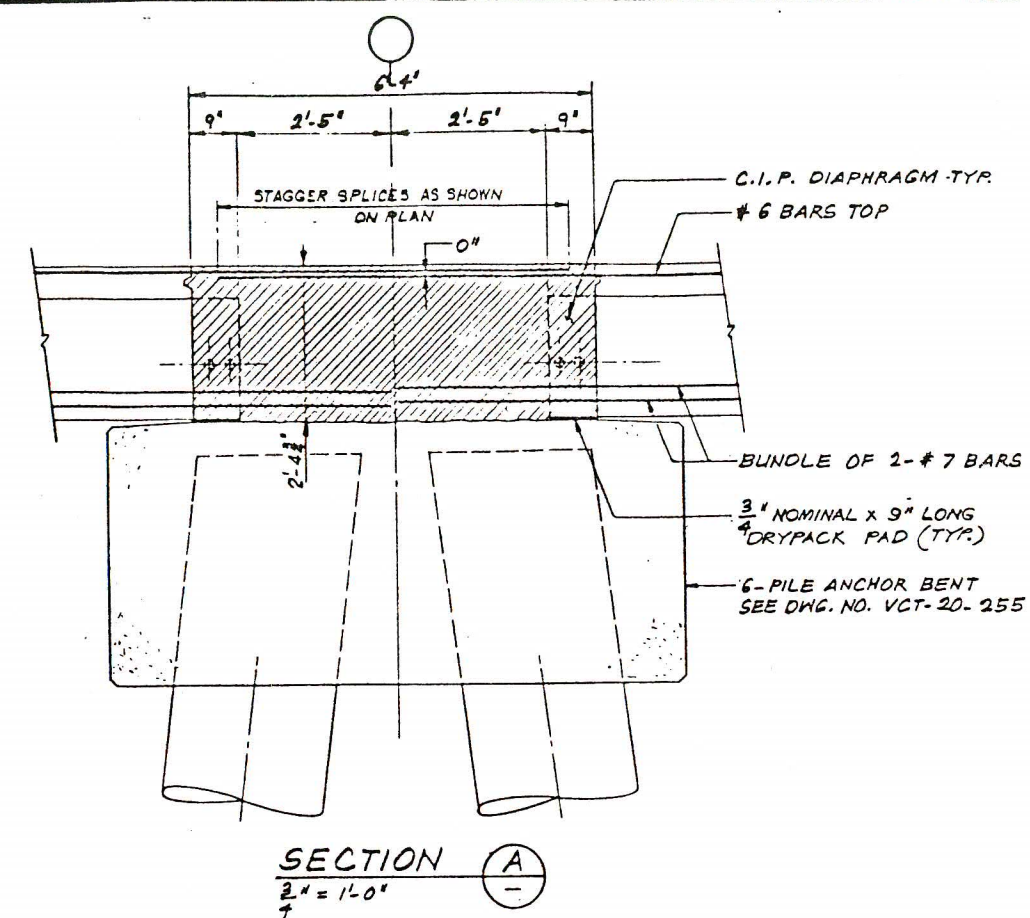
MAY 7 1980

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DRAWING IS TO BE CONSIDERED FINAL UNTIL "ISSUED
FOR CONSTRUCTION."

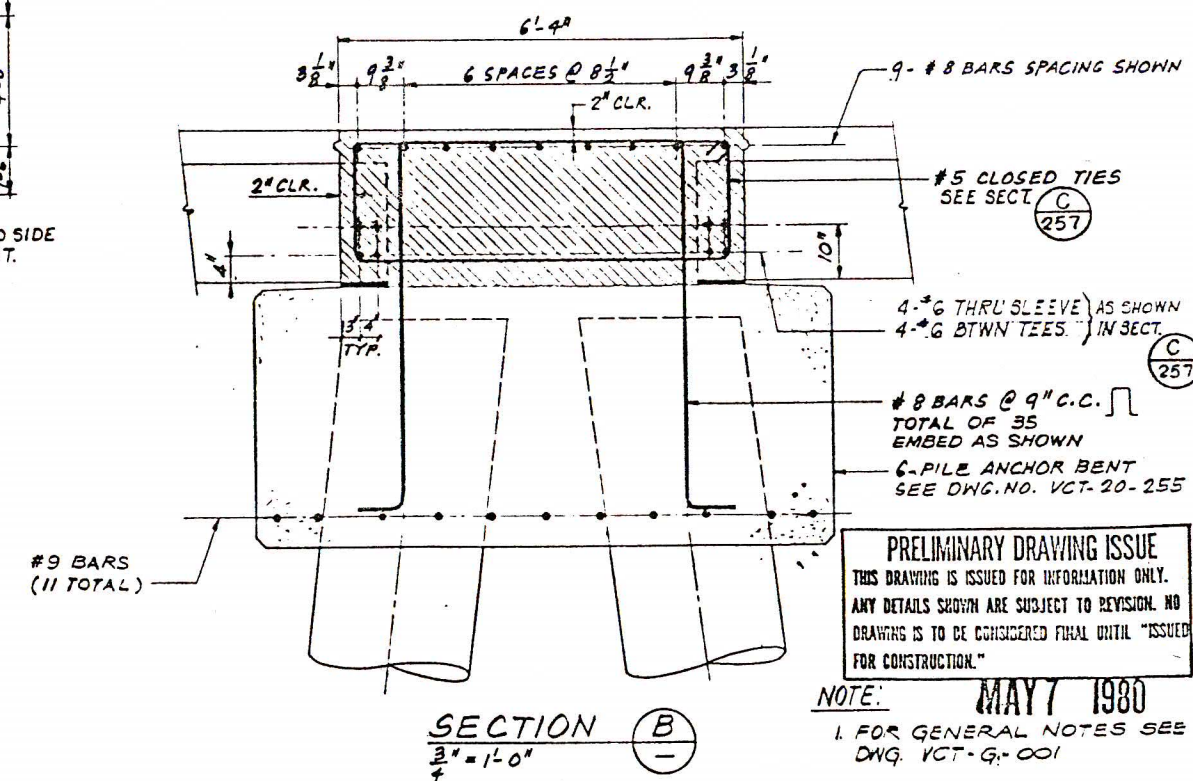
REFERENCES	MK	DATE	BY	APPROVED	REVISIONS	<div> SANTA FE TECHNICAL SERVICES COMPANY</div> <div>A Subsidiary of Santa Fe International Corporation Houston, Texas</div>	TRESTLE - TYPICAL DECK PANELS AT 2 FILE BENTS						
								SECTIONS & DETAILS					
								VALDEZ CONTAINER TERMINAL					
								VALDEZ ALASKA					
								DRAWN BY	CHECKED BY	ENGINEER	SP APPROVAL		
								DATE	DATE	DATE	CLIENT APPROVAL		
										SCALE	CONTRACT NO.	DRAWING NO.	REV
										AS NOTED	3071.00	VCT-20-258	A



DECK CONNECTION PLAN
 $\frac{3}{8}" \pm 1'-0"$ (FOR LOCATIONS SEE DWG. 251)




SECTION (A)



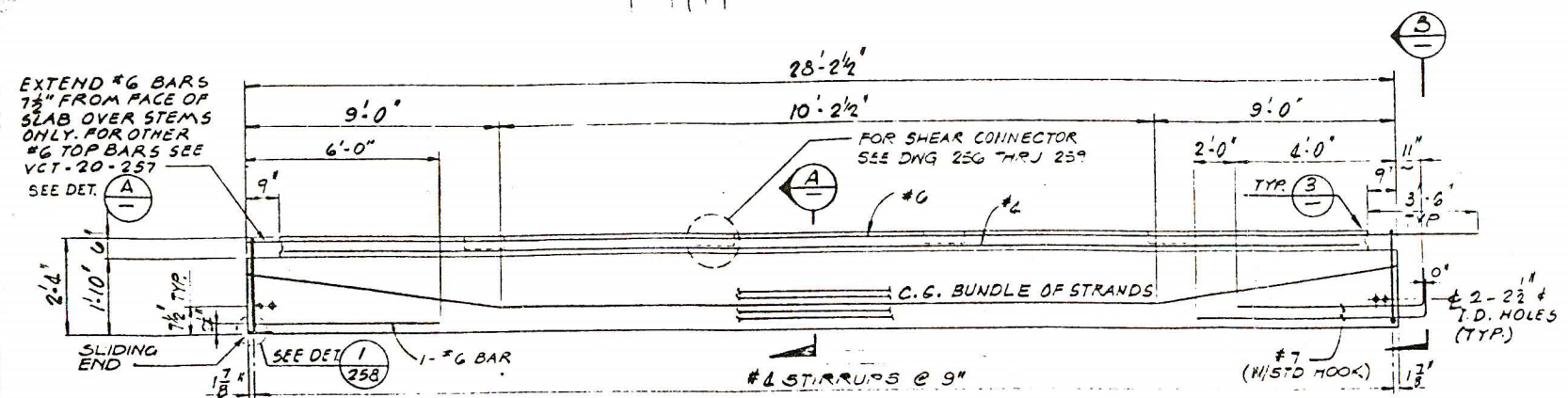
SECTION (B)
 $\frac{3}{4}'' = 1'-0''$

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FOR CONSTRUCTION."

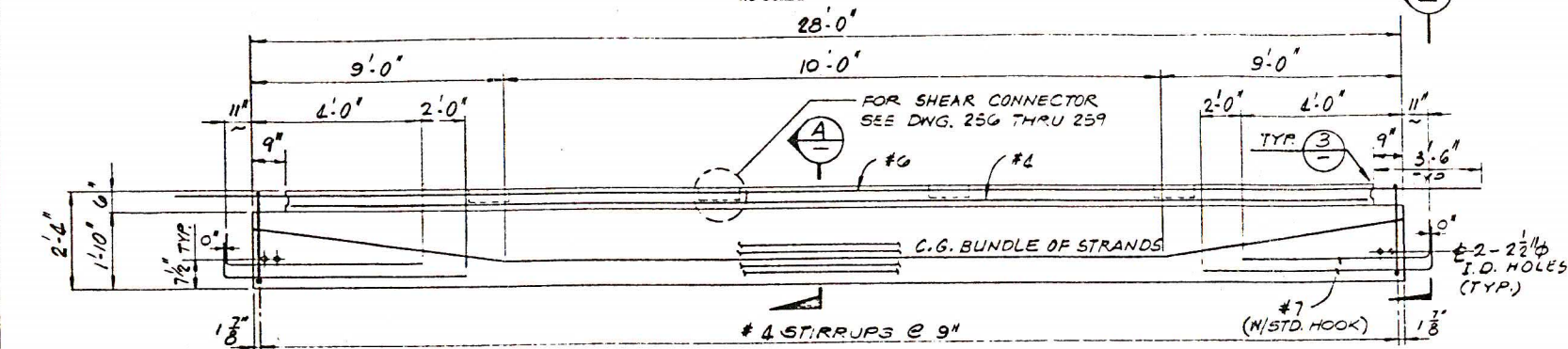
NOTE: MAY 7 1980
1. FOR GENERAL NOTES SEE
DNG. YCT-G-001

REFERENCES	MK DATE BY APPROVED REVISIONS	MK DATE BY APPROVED REVISIONS	 SANTA FE TECHNICAL SERVICES COMPANY <small>A Subsidiary of Santa Fe International Corporation Houston Texas</small>				TRESTLE - TYPICAL DECK PANELS AT 6-PILE ANCHOR					
			DRAWN BY <i>Therese</i>				CHECKED BY	ENGINEER	S.F. APPROVAL	BENTS SECTIONS & DETAILS		
			DATE April 9, 1980				DATE	DATE	CLIENT APPROVAL	VALDEZ CONTAINER TERMINAL		
										SCALE NOTED	CONTRACT NO. 3071 00	DRAWING NO. VCT-20-

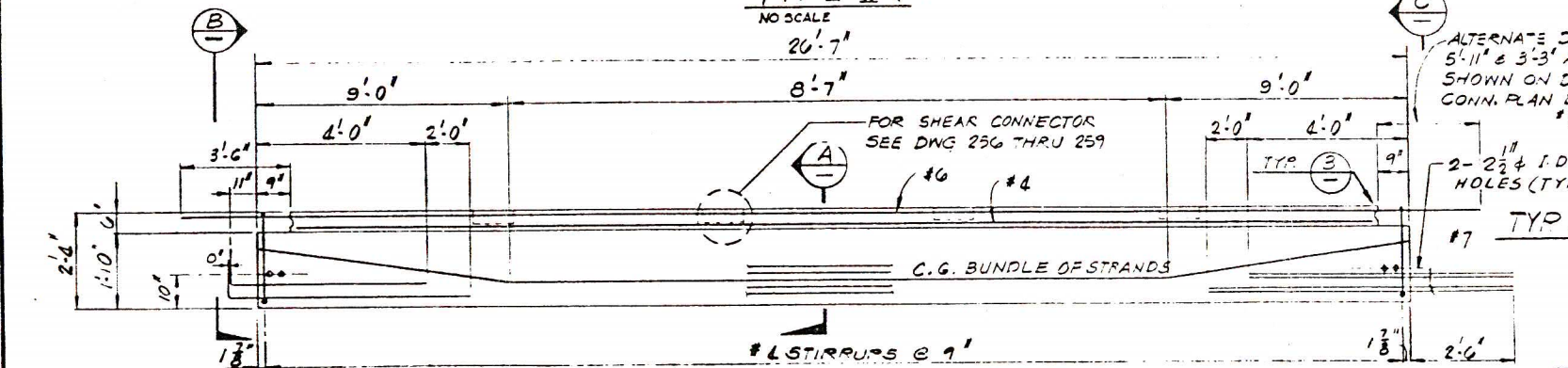
EXTEND #6 BARS
7 1/2" FROM FACE OF
SLAB OVER STEMS
ONLY. FOR OTHER
#6 TOP BARS SEE
VCT-20-257
SEE DET. (A)



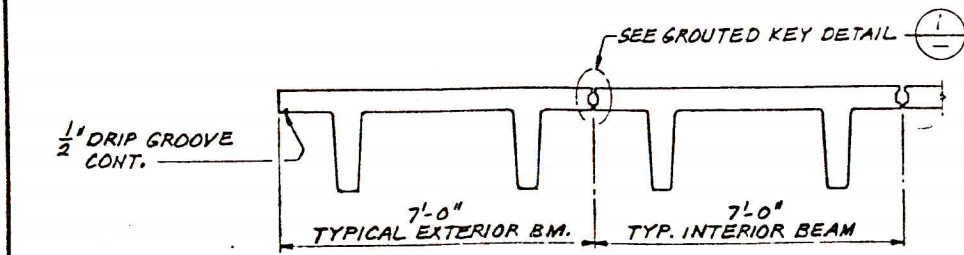
TYPE I (FOR LOCATION SEE DWG. 251)
NO SCALE



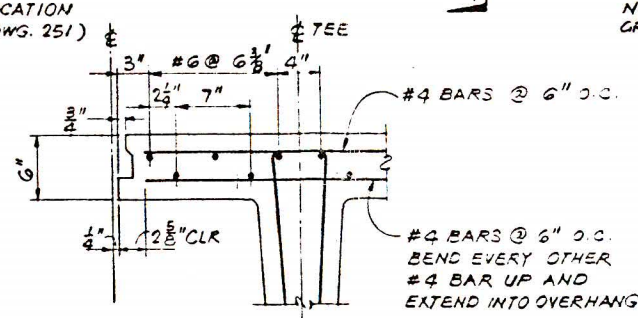
TYPE II (FOR LOCATION SEE DWG. 251)
NO SCALE



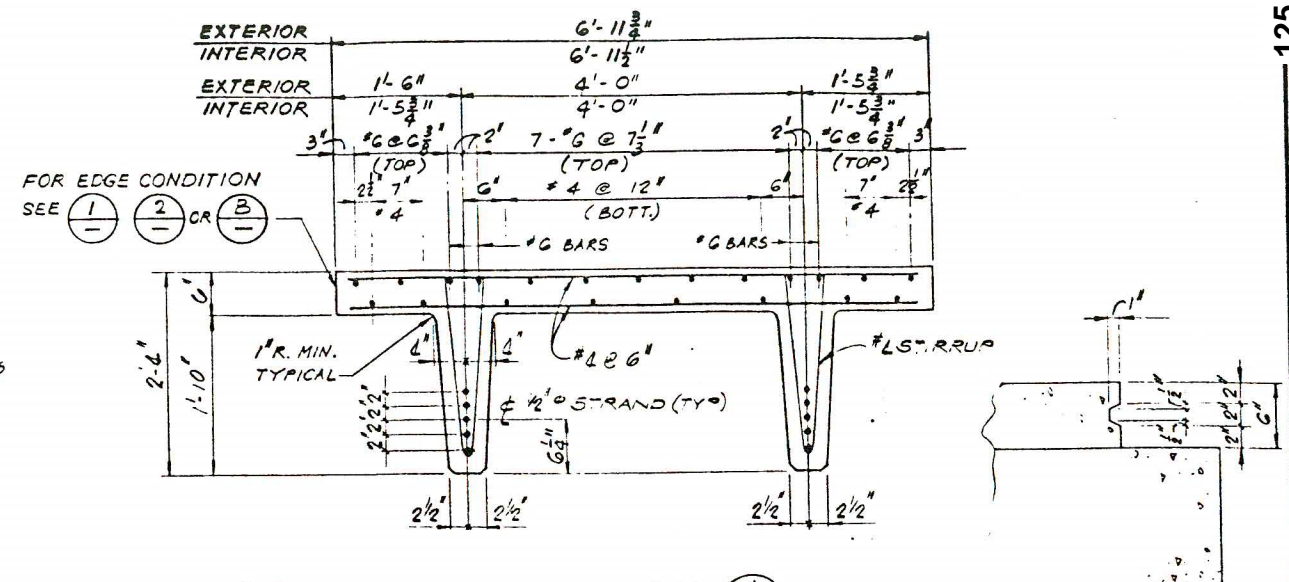
TYPE III (FOR LOCATION SEE DWG. 251)
NO SCALE



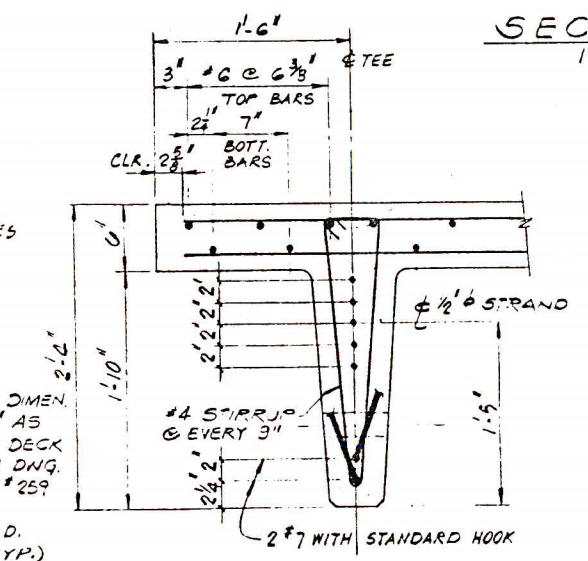
TYPICAL BEAM TRANSVERSE SECTION
1/2" = 1'-0"



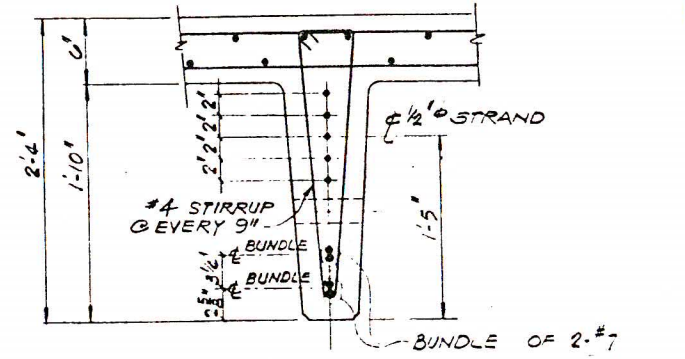
SLAB DETAIL @ MECH. CONN.
1/2" = 1'-0"



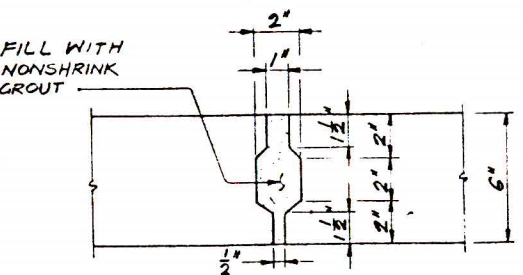
SECTION A
1" = 1'-0"



TYP. END SECTION @ 2-PILE BENT
1" = 1'-0"



END SECTION @ ANCHOR BENT
1" = 1'-0"



INTERIOR GROUDED KEY DETAIL
3" = 1'-0"

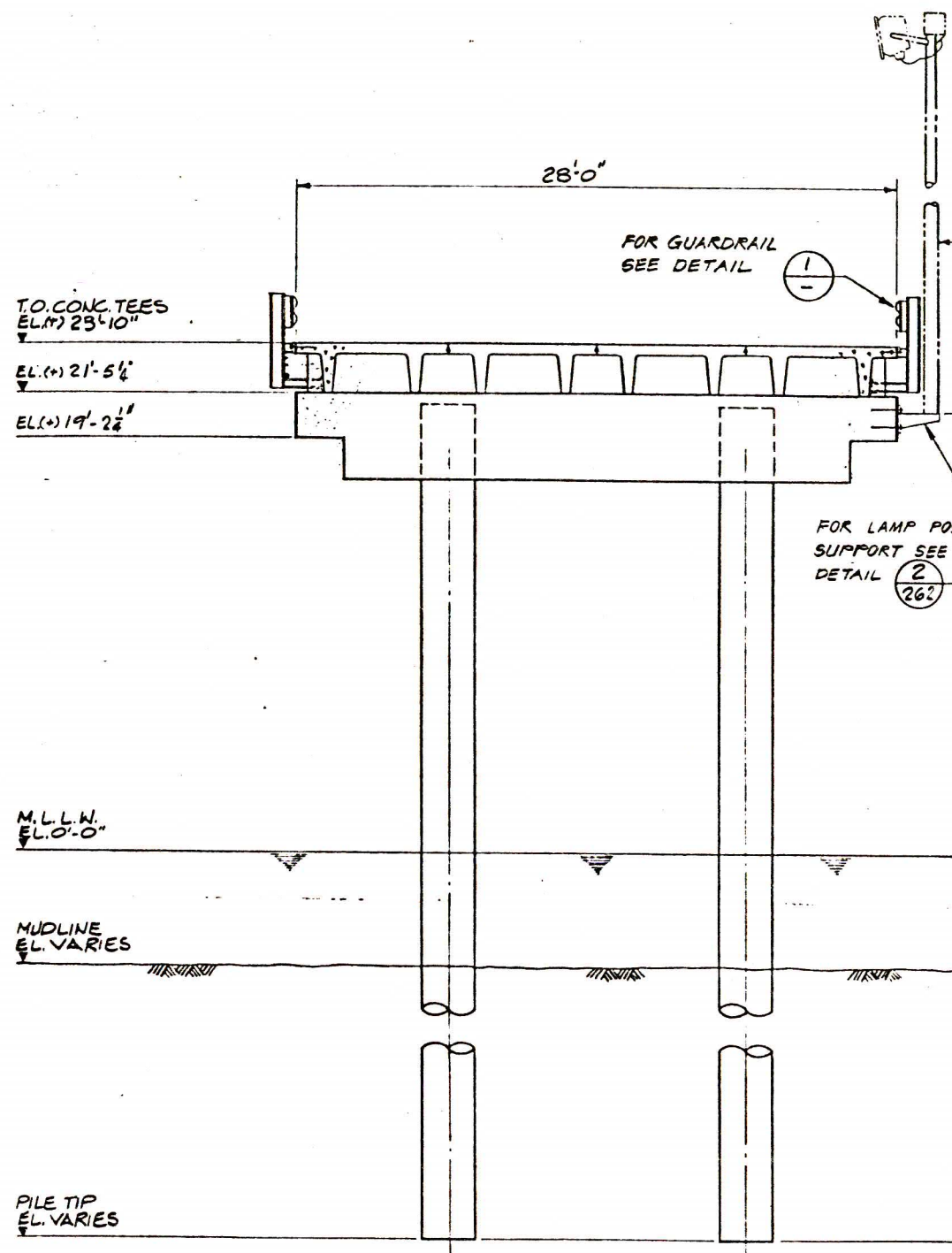
FOR INTERIOR KEY @ MECH. CONNECTOR —
SEE SECTION (E) 257

RECORD PRINT
MAY 7 1980
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NOTES:

1. FOR GENERAL NOTES SEE DWG. VCT-G-001
2. MINIMUM COVER FOR REINFORCEMENT SHALL BE 1 1/2" CLEAR UNLESS NOTED ON DRAWING.
3. CONCRETE: MINIMUM 28 DAY COMPRESSIVE STRENGTH $f'_c = 6000$ PSI.
4. GROUT: MINIMUM 28 DAY COMPRESSIVE STRENGTH $f'_c = 4000$ PSI.
5. REINFORCING STEEL: ASTM A615 GRADE 60.
6. PRESTRESSING STRANDS: ASTM A416, GRADE 270
7. INITIAL PRESTENSION FOR PRESTRESSING STRANDS SHALL BE 189,000 PSI.

REFERENCES	MK	DATE	BY	APPROVED	REVISIONS	MK	DATE	BY	APPROVED	REVISIONS	SANTA FE TECHNICAL SERVICES COMPANY	TRESTLE - TYPICAL PRECAST CONCRETE DOUBLE TEES
												TYPE I, II & III SECTIONS & DETAILS
												VALDEZ CONTAINER TERMINAL
												VALDEZ, ALASKA
												SCALE CONTRACT NO. 307100 DRAWING NO. VCT-20-250

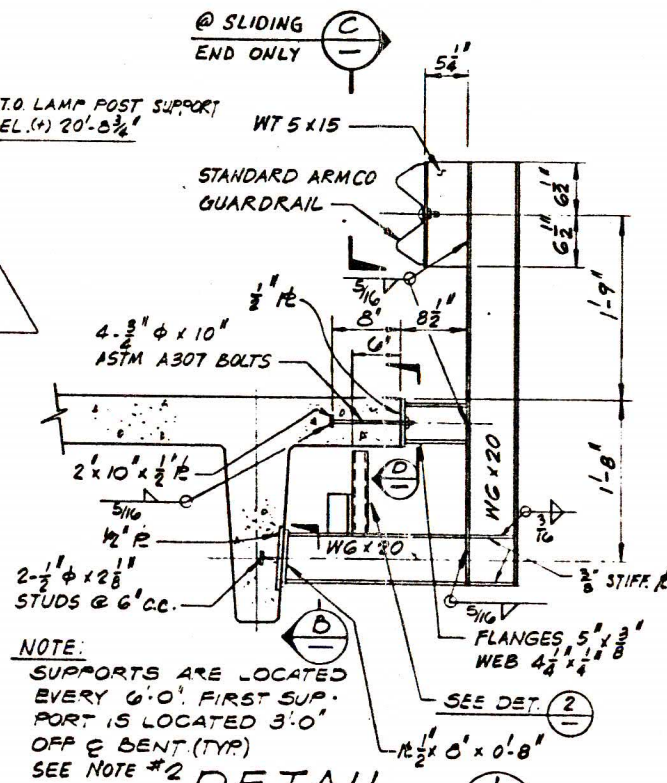


SECTION A
1/2" = 1'-0"

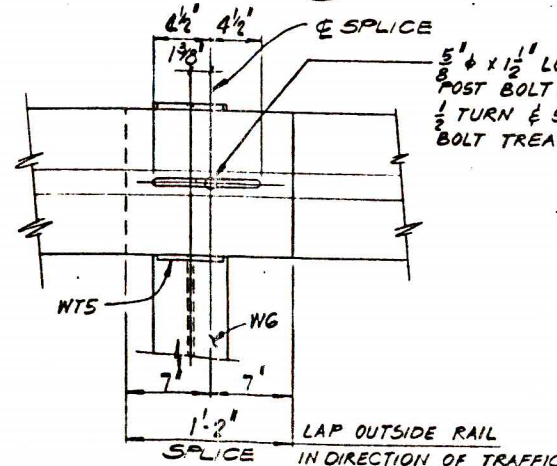
LAMP POST-SUPPORT
IN CONTRACT

T.O. LAMP POST SUPPORT
EL. (+) 20'-8 3/4"

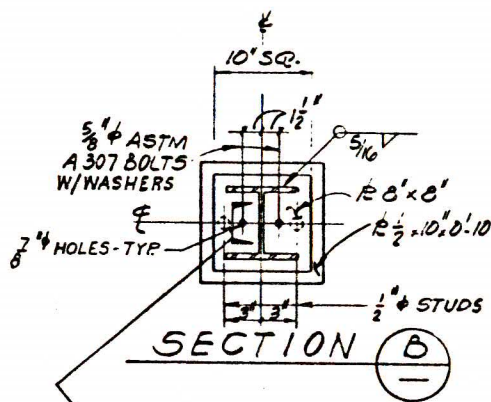
FOR LAMP POST
SUPPORT SEE
DETAIL (2)



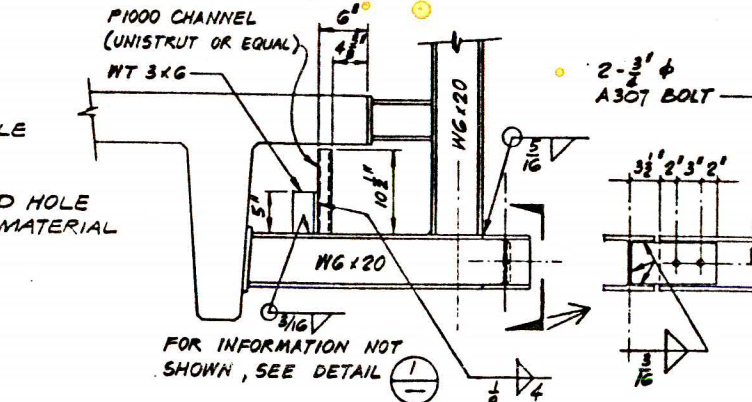
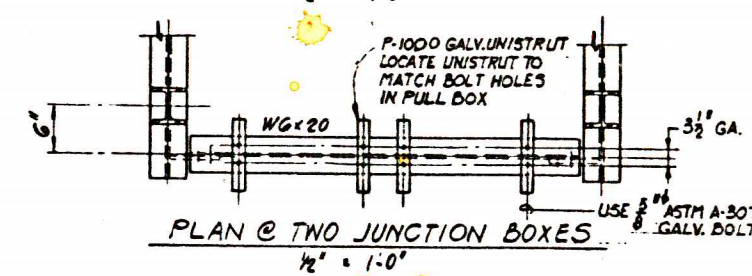
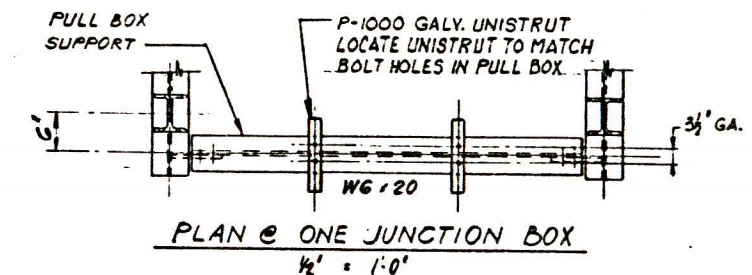
DETAIL 1
1" = 1'-0"



SECTION C @ SLIDING END ONLY
1/2" = 1'-0"



SECTION B
1/2" = 1'-0"



ELEVATION (SEE NOTE #2)

DETAIL 2
1" = 1'-0"
(USE AT 16 LOCATIONS, SEE DWG. NO. 251)

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NOTE
1 - FOR GENERAL NOTES SEE DWG. VCT-G-001
2 - GALVANIZE ENTIRE GUARDRAIL POST ASSEMBLY
AFTER FABRICATION

REFERENCES

MK DATE BY APPROVED

REVISIONS

MK DATE BY APPROVED

REVISIONS



SANTA FE TECHNICAL SERVICES COMPANY

A Subsidiary of Santa Fe International Corporation
Houston, Texas

DRAWN BY

CHECKED BY

ENGINEER

S.F. APPROVAL

DATE

DATE

DATE

CLIENT APPROVAL

TRESTLE - MISCELLANEOUS SECTIONS & DETAILS

VALDEZ CONTAINER TERMINAL

VALDEZ ALASKA

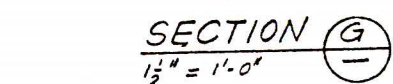
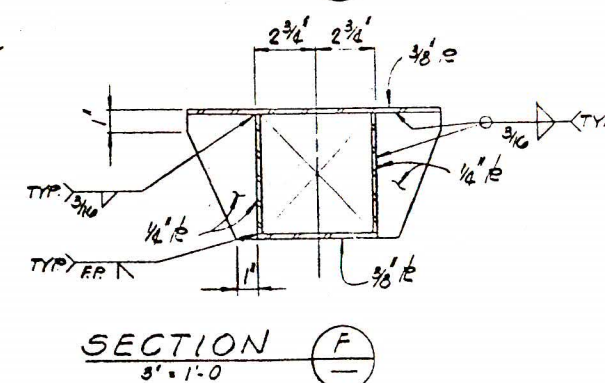
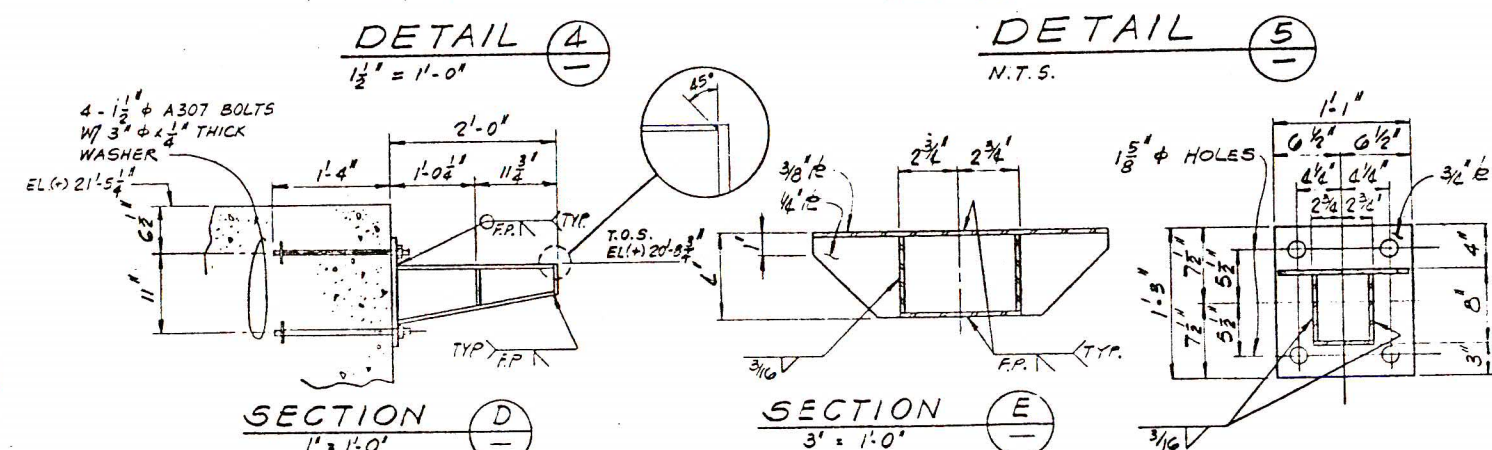
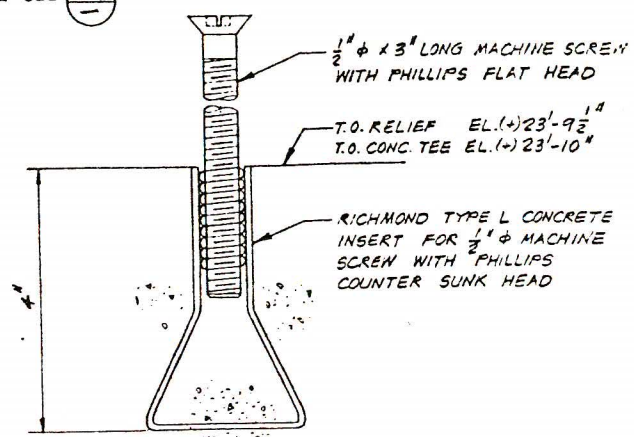
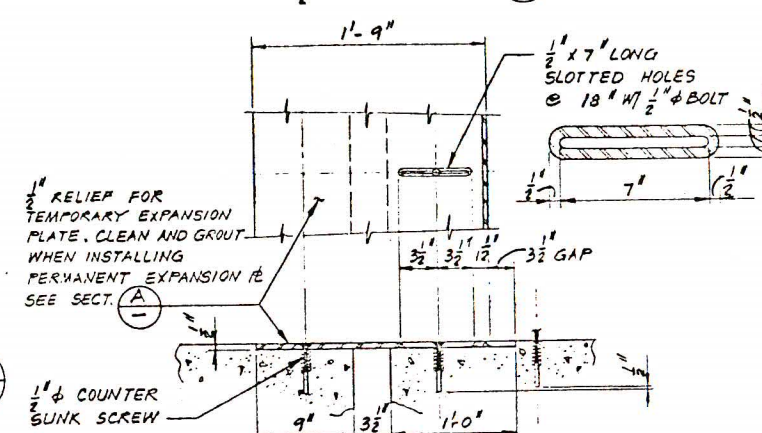
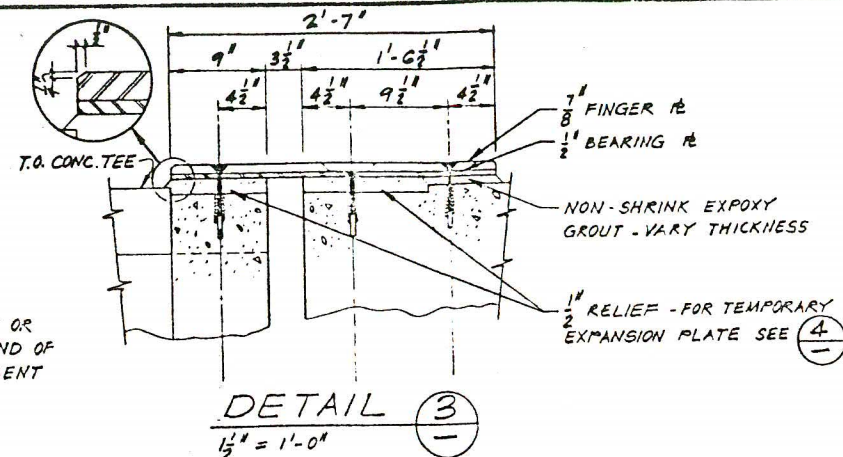
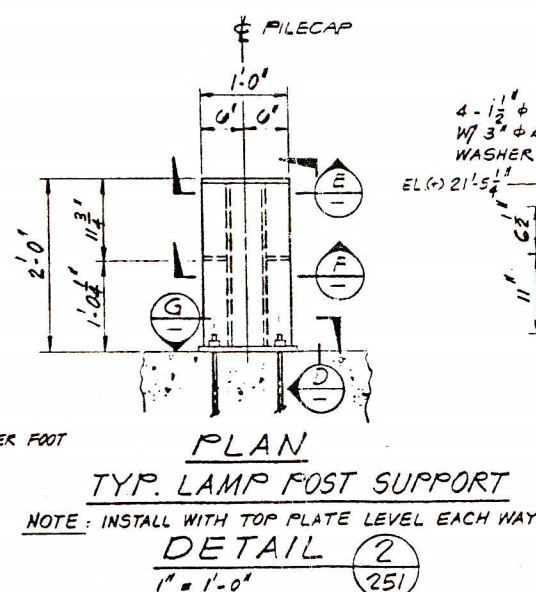
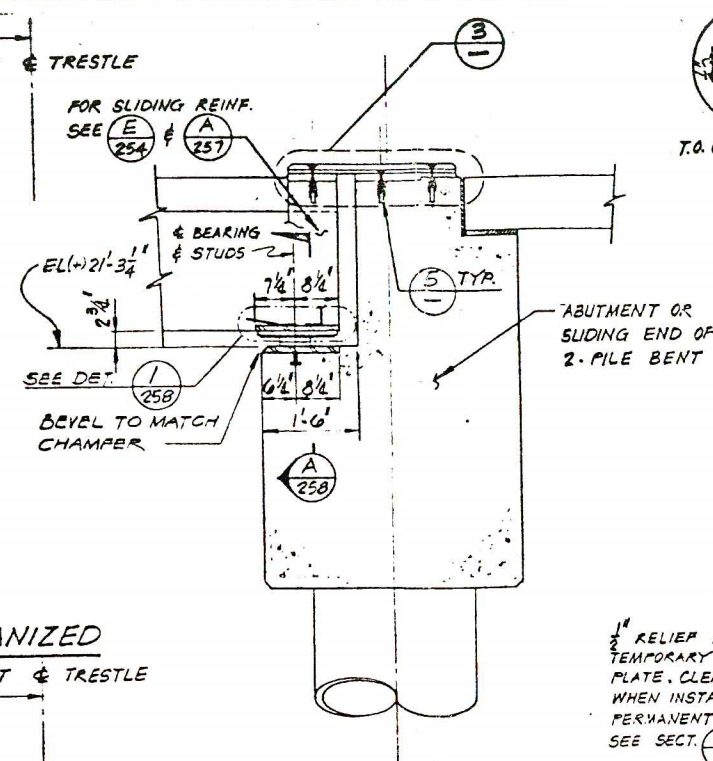
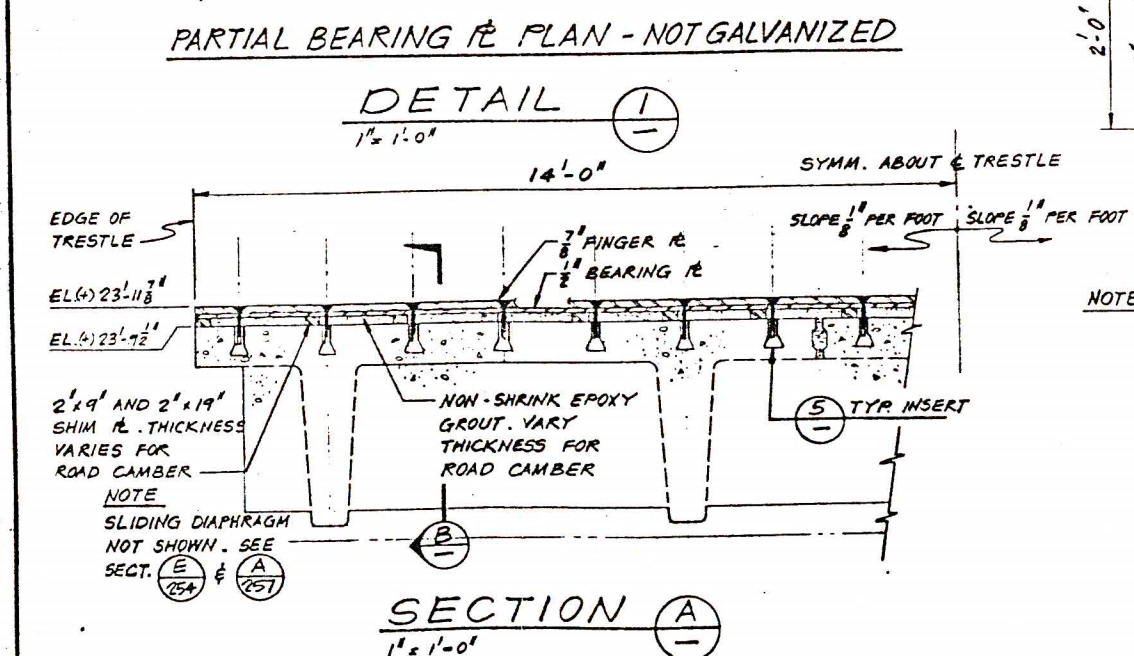
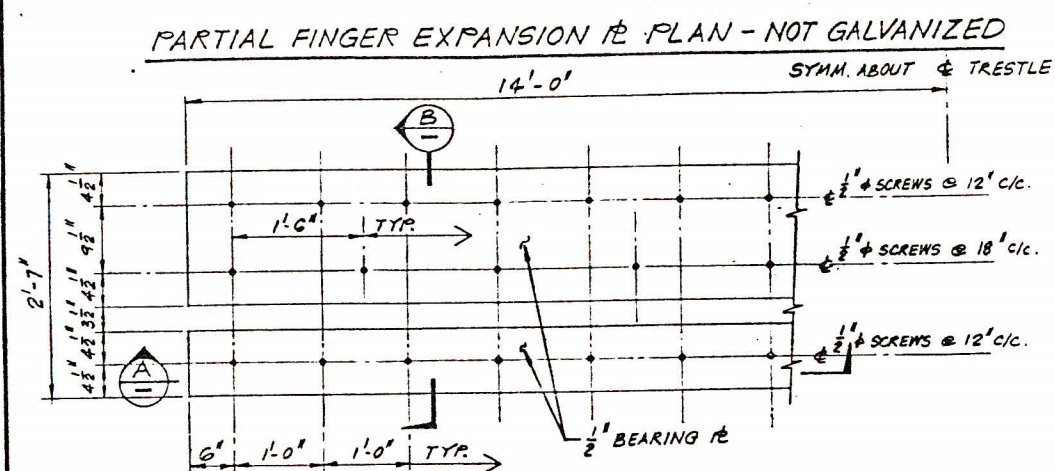
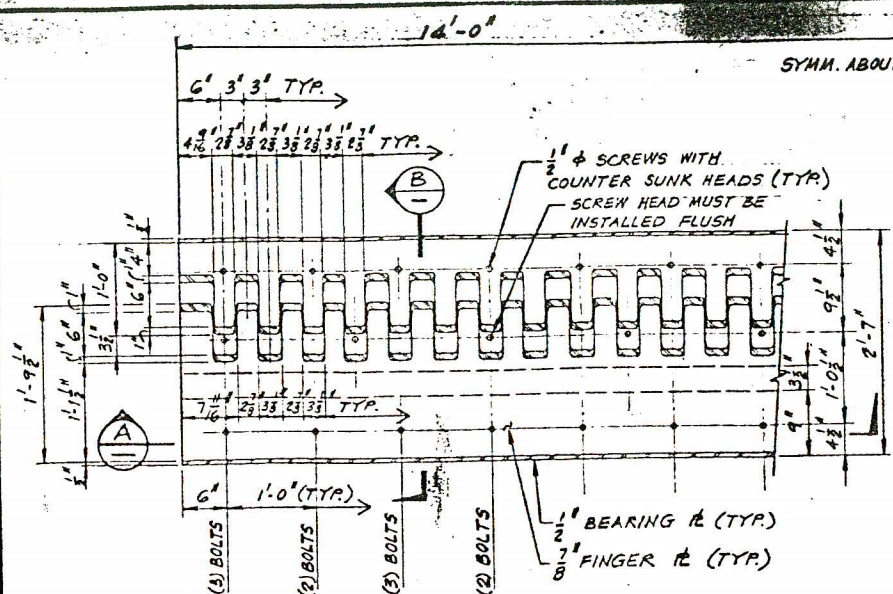
SCALE

CONTRACT NO.


3071 00

DRAWING NO.

VCT-20-261



- NOTES:
1. FOR GENERAL NOTES SEE DWG. VCT-G-001.
 2. PERMANENT EXPANSION PLATE WILL BE INSTALLED BY OTHERS WHEN ASPHALTING THE BRIDGE DECK. EXPANSION PLATE WILL BE SHIMMED AND GROUTED TO THE SPECIFIED ELEVATIONS ON THIS DRAWING.

RECORD PRINT 
MAY 7 1980

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[illegible]



Legislation Text

File #: 21-0192, **Version:** 1

ITEM TITLE:

Approval of Contract Award with Orion Construction Inc. for the City Hall and Library Parking Lot Lighting Upgrades Project in the amount of \$196,518.00

SUBMITTED BY: Austin Rake, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$196,518.00

Unencumbered Balance: \$360,864.37

Funding Source: 350-0310-55000.2003

RECOMMENDATION:

Approve the Contract Award with Orion Construction Inc. for the City Hall and Library Parking Lot Lighting Upgrades Project in the amount of \$196,518.00

SUMMARY STATEMENT:

Project Description: Demolition of existing parking lot light poles, lighting fixtures, flag poles, and bases at Valdez City Hall and Valdez Library. Furnish and install new light poles, lighting fixtures, three new flag poles, and bases.

Construction Schedule: All work shall be completed in accordance with the contract documents by August 20, 2021.

Bidding: Five bids were received: Sturgeon Electric Company, Inc., Curtis Electric, LLC., Prosser Dagg Construction, Build Alaska General Contracting, LLC., and Orion Construction Inc.

Engineers Estimate: Under \$250,000.00

Additive Alternates: We are not recommending the inclusion of additive alternate #1 for additional lighting on the east side of the parking lot. The benefits of the three proposed added fixtures do not outweigh the additional expense. If additional lighting is needed in the future it can be accommodated with future upgrades to Fairbanks, Chenega, or Pioneer lighting.

Project: City Hall and Library Parking Lot Lighting Upgrades
Contract No. 1737
Project No. 20-350-2003

Bid Opening - March 30, 2021 at 2:00 PM

[illegible]

The bid totals are subject to correction after the bids have been completely reviewed.

Totals have been reviewed
Totals have been corrected

ATZ
AD

I hereby certify that the above is a true and correct summary of proposals received.

Master Rule

Project Manager

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: City Hall and Library Parking Lot Lighting Upgrades

Project Number: 20-350-2003

Contract Number: 1737

Cost Code: 350-0310-55000.2003

Issued for Construction

Date: March 2, 2021



City of Valdez
Capital Facilities and Engineering
300 Airport Road, Suite 201
P.O. Box 307
Valdez, Alaska 99686

Project Manager:
Austin Rake

Construction Plan Set Completed By:
RSA Engineering
670 W. Fireweed Lane
Anchorage, AK 99503



**City of Valdez
Contract Documents**

**City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737**

Table of Contents

Invitation to Bid_____	<u>3</u>
Instructions to Bidders_____	<u>4</u>
Addendum Acknowledgement_____	<u>10</u>
Bid Schedule_____	<u>11</u>
Bid Bond_____	<u>14</u>
Agreement_____	<u>15</u>
Acknowledgement_____	<u>17</u>
Non-Collusion Affidavit_____	<u>18</u>
Labor and Material Payment Bond_____	<u>19</u>
Performance Bond_____	<u>21</u>
Contractor Certificate of Substantial Completion_____	<u>23</u>
Contract Release_____	<u>24</u>
Special Provisions_____	<u>26</u>
Modifications and Additions to the Standard Specifications_____	<u>31</u>
Minimum Prevailing Wage Rates_____	<u>33</u>
Addendums XX (if applicable)_____	Attached
Drawings Titled “ <u>Valdez City Hall and Library Parking Lot Lighting Upgrades</u> ”	Attached



**City of Valdez
Invitation to Bid**

Date: March 2, 2021

**Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737**

This project includes, but is not necessarily limited to:

Demolition of existing parking lot light poles, lighting fixtures, flag poles, and bases at Valdez City Hall and the Valdez Public Library locations. Furnish and install new light poles, lighting fixtures, flag poles, and bases as called out within the construction documents.

Engineers Estimate for construction under \$250,000.00

Sealed bids will be accepted electronically until 2:00 pm (AK time) on March 30, 2021, via www.bidexpress.com. The bids will be publicly opened and read at that time.

A non-mandatory pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on March 16, 2021 at 2:00 pm.

Complete sets of the bid documents may be purchased from Digital Blueprint, 903 West Northern Lights Blvd., Anchorage, AK 99503, (907) 274-4060. Bid documents may also be downloaded from the City of Valdez solicitation page at www.bidexpress.com. Bidders are encouraged to register as a plan holder at the link listed within the bid posting to ensure receipt of any addendum issued for this project.

Bid security in the amount of 5% of the total bid is required.

The City reserves the right to waive any irregularities or informalities in a bid and to reject any and all bids without cause.

Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid if required by law.

Requirements of the Alaska Employment Preference (AS 36.10) must be met.

The City of Valdez encourages disadvantaged, minority and women-owned firms to respond and is available to assist said firms in learning how to do business with the City.

The City of Valdez "Standard Specifications and Standard Details" shall be used. An electronic copy is available from the City of Valdez website at <http://www.valdezak.gov> under "standards and specifications" located on the "quick links" portion of the Capital Facilities Department page.



**City of Valdez
Instructions to Bidders**

**Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737**

CAUTION:

Your bid may be rejected if it is not properly executed. Check that the following items have been accomplished to help assure a responsive bid. Please read Sections 6 and 7 carefully.

1. Bid Form
 - A. The Bid Form has been executed and signed.
 - B. Addendum Acknowledgement Form has been executed and signed.
2. Bid Security or Bid Bond
 - A. An executed Bid Security (Bid Bond) in the amount indicated on the Invitation to Bid.
 - B. Verify that the Certificate showing the Corporate Principal on the form is executed if applicable.
3. Alaska Business License, a copy your current license must be included.
4. Alaska Contactor Certificate of Registration
 - A. A copy of your current Alaska Contractor License of Registration in the bidder's name must be included with the bid.
 - B. The Contractor is required to verify that the appropriate license(s) is in place prior to submitting their bid for the project's scope of work.
5. A bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid.

Note: Any certified checks may be held uncollected at the risk of bidders submitting them.

1. General

Bidders are requested to study and follow these instructions about 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 notice under Section 7, Required Documents for Bid, as to which forms and documents are required for your bid to be considered.

2. Explanation to Bidders

Requests from bidders concerning interpretations or clarifications of the bid documents shall be made in writing to the project manager or project engineer. Such requests shall arrive at least three working days prior to the date for opening bids. There needs to be sufficient time allowed for a reply to reach all bidders before the submission of the bids. Explanations made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and receipt of the addendum must be acknowledged on the Addendum Form.



3. Site Conditions

Bidders are encouraged to visit the site to ascertain pertinent local conditions, location, accessibility, terrain, labor conditions, conditions of surrounding areas, and any other aspect that may impact the project.

4. Addenda Requirements

All bids must include the Addendum Acknowledgement Form. If addendums have been issued the bidder must state on the form all the addendums have been acknowledged. If no addendums were issued then the bidder is to write “NONE” on the form. The Addendum Acknowledgement Form shall be reviewed prior to acceptance of the bid.

5. Submissions of Bids

All bids must be submitted electronically through Bid Express at www.bidexpress.com. Hard copy or paper submissions will not be accepted.

All electronic bidders must first register on bidexpress.com. Instead of paying paper bidding costs (hand or hired delivery costs), a fee of \$35 will be incurred for those who wish to bid electronically on a pay-per solicitation basis. Alternatively, you may subscribe for \$50 per month for unlimited electronic bid submission for all agencies posting solicitations on the bidexpress.com website, plus get email notifications by agency/work type/commodity code.

For bidders who are bidding online and wish to utilize the electronic bid bond option, please see the [FAQs](#) page regarding electronic bid bonds (bottom of the page in the link).

For additional guidance, please contact the Bid Express team at toll free (888) 352-2439 (select option 1) or at support@bidexpress.com

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 or price for all items. Bidders must quote on all items. Failure to do so may result in disqualification. Alternative bids will not be acceptable unless requested.

Bids can be modified until the bid deadline on Bid Express. Modification by facsimile or email will NOT be allowed for bids.



7. Required Documents for Bid

The following listed documents are to be completed and submitted at the time of bidding. Deviation from these requirements will be grounds for rejection of the bid.

- A. Addendum Acknowledgement Form, fully completed original (see Item 6 above also)
- B. Bid Schedule, fully completed original (see Item 6 above also)
- C. Bid Bond, original
- D. Copy of current and appropriate Alaska Contractor License for this Scope of Work.
- E. Copy of current Alaska Business License

8. Required Documents for Award of the Contract

The following documents must be executed prior to award of the contract and the initiation of work. Contractors are urged to expedite the completion of these documents. This will allow the contract award and notice to proceed to be issued expeditiously. These documents must be submitted within ten (10) working days after the date of notice of award.

- A. Agreement Pages (2 signed copies)
- B. Entity Acknowledgement (Corporate, LLC, Limited Partnership, Individual)
- C. Non-collusion Affidavit
- D. Contract Bond (Payment Bond: See Bonding Requirements below)
- E. Contract Bond (Performance Bond: See Bonding Requirements below)
- F. Certificate of Insurance naming City of Valdez as an "Additional Insured"
- G. Certificate of good standing for a Corporation or LLC
- H. City of Valdez Business Registration
- I. Executed W-9 Form
- J. Application for City of Valdez building permit

9. Bonding Requirements

- A. Bid Security (Bid Bond or Certified Check)

Bid Security is required and shall be in the form of a Certified Check for each bid or a Bid Bond prepared on the attached Bid Bond Form.

The Bid Bond must be executed by the bidder as principal and be executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

The Bid Security shall be issued for five percent (5%) of the bid amount.

Bid Securities will be returned to all except the three lowest bidders. The remaining certified checks or bid bonds will be returned, after the Owner and the accepted bidder have executed the Contract. Failure of the Owner to return the certified checks or bid bonds in a timely manner will create no liability on the part of the Owner. If no award has been made within sixty (60) days after the bid opening, all bidders except the one who has received the notice of intent to award may request the return of their cash, check or bid bonds.



B. Contract Payment Bond

A Contract Payment Bond is not required if the total dollar amount of the contract is less than One Hundred Thousand Dollars (\$100,000).

A Contract Payment Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Payment Bond will be in the amount of One Hundred Percent (100%) of the Bid amount.

Contract Payment Bond shall be prepared on the Payment Bond Form that is attached. The Bond must be executed by the Contractor as principal and executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

C. Contract Performance Bond

A Contract Performance Bond is not required if the total dollar amount of the contract is less than One Hundred Thousand Dollars (\$100,000).

A Contract Performance Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Performance Bond) will be in the amount of One Hundred Percent (100%) of the Bid amount.

Contract Performance Bond shall be prepared on the Performance Bond Form that is attached. The Bond must execute by the Contractor as principal and executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

Section 2.80.080 of Valdez City Code provides for a modified contractor bond. Bidders shall familiarize themselves with exemptions allowed and the requirements for exemptions.

10. Bidder Qualifications

Before a bid is considered for award, the apparent low bidder may be requested to submit a statement of facts or proof in detail as to his previous experience in performing similar or comparable work, technical abilities, equipment, size, manpower and financial resources to complete and perform the work as outlined in the contract documents, plans and specifications.

11. Withdrawal of Bids

Bids may be withdrawn by written request received from the bidder prior to the bid opening time. Errors on the part of the bidder in preparing the bid, confers no right for the withdrawal of the bid after the bid has been opened.



12. Bidders Interested in More than One Bid

If any one party, by or in name of his or their agent, partner or other person, offers more than one bid, all such bids will be rejected. A party who quoted prices to a bidder is not disqualified from quoting prices to other bidders or from a bid directly for the work.

13. Rejection of Bids

The Owner reserves the right to reject any and all bids, when such rejection is in the interest of the Owner; to reject the bid of a bidder who 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 Owner in, in a position to perform the contract; or to waive any irregularities or informalities in a bid.

14. Hiring of Local Labor

The Owner encourages that every Contractor and Subcontractor, employ to the maximum extent practical and allowed by law, qualified people who regularly reside in the project area.

15. Local Bidder Preference

The Valdez City Code provides for a local bidder preference as follows:

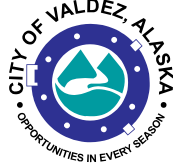
Section 2.80.020 Definitions

“Local bidder” means a bidder that is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city and satisfies one of the requirements set forth in subsections (1) through (3) of this definition for a period of eighteen consecutive months immediately prior to the opening of a competitive city bid for which the bidder wishes to utilize the local bidder preference:

1. If the bidder is a corporation or limited liability company, the bidder’s primary business address has a city of Valdez postal zip code, as reflected on the bidder’s state of Alaska business license or the records of the State of Alaska Department of Commerce, Community and Economic Development, Division of Corporations;
2. If the bidder is an individual, the bidder’s primary business or residential address has a city of Valdez postal zip code, as reflected on the bidder’s state of Alaska business license;
3. If the bidder is a general partnership, a limited partnership, or a joint venture, at least one of the general partners has a postal zip code compliant with subsection (1) or (2) of this definition.

Section 2.80.065H Competitive Bidding

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.



16. Award of Bid

The bid, if awarded, will be awarded to the lowest responsive responsible bidder as determined by the terms of the City Code and this document.

17. Pre-Bid Conference

A non-mandatory Pre-Bid Conference will be held March 16, 2021, at 2:00 pm at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska.

18. Pre-Award Conference

Before the award of the contract a Pre-Award Conference may be held between the Engineer or Project Manager and the apparent low bidder.



City of Valdez
Addendum Acknowledgement

Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737

The bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid. If there are no addendums please state NONE above your name.

Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____

 Company Name

 Authorizing Name

 Date

 Title

 Signature



**City of Valdez
Bid Schedule
Page 1 of 2**

**Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
Base Bid					
1	Mobilization and Demobilization	1	LS	N/A	
2	Demolition and Disposal of Existing Light Poles, Lighting Fixtures, and Lighting Bases as specified within the construction documents.	All Required	LS	N/A	
3	Supply and Install New Light Poles, Lighting Fixtures, and Lighting Bases as specified within the construction documents.	All Required	LS	N/A	
4	Supply and Install New Flag poles and Flag Pole Bases as specified within the construction documents.	All Required	LS	N/A	
5	Obtain and Provide Utility Locates to the City	All Required	LS	N/A	
6	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punch-list	All Required	LS	N/A	



Additive Alternate Bid Items

Item No.	Item Description	Quantity	Unit	Unit Price	Total Item Price
ADD. ALT No.1	All Work and Materials Required to Upgrade to Type B Fixtures/Trenching/Resurfacing	ALL Required	LS	N/A	

Please Note: Additive Alternate No. 1 may or may NOT be awarded. Do NOT include Additive Alternate No.1 in your Base Bid Total.



**City of Valdez
Bid Schedule
Page 2 of 2**

**Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737**

Total Base Bid Amount:

Dollars Cents

(\$ _____)

I, _____, hereinafter called Bidder, an individual doing business as _____, (strike out inapplicable words:) a partnership, a corporation incorporated in the State of Alaska, a joint venture, hereby submits this bid and agrees: to hold this bid open for forty five (45) days, to accept the provisions of the Instruction to Bidders, to accomplish the work in accordance with the contract documents, plans, specifications, for the lump sum and unit price amounts as set forth in this bid schedule.

Respectfully submitted this _____ day of _____, 2021

BIDDER:

Company Name

Authorizing Name

Address

Title

City, State, Zip Code

Signature

Telephone Number

Email Address

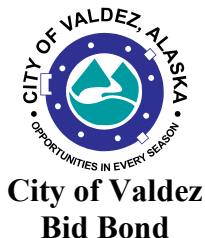
CORPORATE SEAL

Federal I.D. or S.S.N.

ATTEST:

Signature of Corporate Sec.

Print Name



KNOW ALL MEN BY THERE PRESENTS, that we

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

(Insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Alaska as surety, hereinafter called the Surety, are held and firmly bound unto

City of Valdez
P.O. Box 307
Valdez, Alaska 99686

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$ _____),

For the payment of which sum well and truly to be made, the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severely, firmly by these presents.

Whereas, the Principal has submitted a bid for

Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with Obligee in accordance with terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day or _____, 2021

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



City of Valdez
Agreement Page 1 of 2

Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737

This agreement is made on the _____ day of _____, 2021, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and (**Contractor**) doing business as an individual, partnership, a corporation (strike out inapplicable words) located in (City), (State), hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Bid Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: _____ **dollars and _____ cents (\$XXX,XXX).**

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the contract documents and addendums by August 20, 2021. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as liquidated damages, the sum of two hundred and fifty dollars (\$250.00) for each calendar day in excess of the completion date specified in the written Notice to Proceed in which this project remains incomplete.

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions of this of this Contract, and to make payments on account thereof as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions and City of Valdez City Code.



City of Valdez
Agreement Page 2 of 2

Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737

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

COMPANY NAME

City of Valdez, Alaska, Authorized

Signature

Sharon Scheidt, Mayor

Name

Date

Title

Attested:

Date

Sheri L. Pierce, MMC, City Clerk

Date

Mailing Address

Recommended:

City, State, Zip Code

Mark Detter, City Manager

Federal I.D. or S.S.N.

Date

Corporate Secretary

Nathan Duval, Capital Facilities Director

Date

Approved as to Form:

Brena, Bell & Walker, P.C.

Attest: _____

Corporate Secretary

Jon S. Wakeland

Date

Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737

UNITED STATES OF AMERICA)
)SS.
STATE OF ALASKA)

(Title of Officer)

(State of Incorporation) Corporation, on behalf of said Corporation.

My Commission Expires: _____

Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737

UNITED STATES OF AMERICA)
)SS.
STATE OF ALASKA)

I, or the firm, association or corporation of which I am a member, a bidder on the Contract to be awarded, by the City of Valdez, Alaska, for the construction of that certain construction project designated as:

Located at Valdez, in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such Contract.

Subscribed and sworn to this _____ day of _____, 2021.

My Commission Expires:_____



**City of Valdez
Labor and Material Payment Bond**

**Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737**

Know all men by these presents that:

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

**City of Valdez
P.O. Box 307
Valdez, Alaska 99686**

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Dollars (\$_____),
(Here insert a sum equal to the contract amount)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 2021, entered into a contract with Owner for

**Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737**

in accordance with Drawings and Specifications prepared by

**RSA Engineering
670 W. Fireweed Lane
Anchorage, AK 99503**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



City of Valdez
Labor and Material Payment Bond

Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expirations of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials are

furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business. Or served in any manner in which legal process may be served in the state in which aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county of other political subdivision of the state in which the Project, or any part thereof is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety or mechanic's liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond

Signed and Sealed this _____, day of _____, 2021

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



**City of Valdez
Performance Bond**

**Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737**

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

as Principal, hereinafter called Contractor, and ,

(Here insert full name and address or legal title Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

**City of Valdez
P.O. Box 307
Valdez, AK 99686**

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$)

for the payment whereof Contractor and Surety bind themselves, their heirs, executor, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2021, entered into a contract with Owner for

**Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737**

in accordance with Drawings and Specifications prepared by

**RSA Engineering
670 W. Fireweed Lane
Anchorage, AK 99503**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



**City of Valdez
Performance Bond**

**Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737**

Now, therefore the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly comply with one of the following:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the bidder, arrange for contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this ____ day of _____, 2021

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



City of Valdez
Contractor Certificate of Substantial Completion

Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737

CONTRACTOR: _____

This is to certify that I, _____, am a duly authorized official of the said CONTRACTOR working in the capacity of _____, and in my official capacity representing said CONTRACTOR do hereby certify as follows:

1. The work of the subject Contract above has been performed, and materials used and installed in accordance with and in conformity to, the Contract Drawings, Contract Specifications, City of Valdez Standard Specifications and Details.
2. The Contract work is now substantially complete in all parts and requirements.
3. I understand that neither the determination by the Engineer--Architect that the work is substantially complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.
4. The work to which this Certificate applies has been properly inspected and that work is hereby declared to be substantially complete in accordance with the Contract Documents.
5. The date of Substantial Completion is the date upon which all guarantees and warranties begin.
6. The Owner accepts the Project or specified area as described under "REMARKS," of the Project as substantially complete and will assume full possession of the Project or specified area of the Project at _____(time) on _____day, _____, 2021.

CONTRACTOR

CITY OF VALDEZ, OWNER

 (Signature)

 Capital Facilities Director

 (Title)

 Date

 Date

REMARKS: _____



City of Valdez
Contract Release Page 1 of 2

Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737

The undersigned, _____
 for itself, its successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, from all actions, causes of actions, suits, controversies, claims, damages and demands of every kind and nature, mature or to mature in the future, for and by reason of any matter, thing or claim arising out of the following Contract:

Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737

The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v. Watkins, 579 P.2d 1065 (Alaska 1978).

The undersigned further agrees to defend, indemnify and hold harmless the City of Valdez against any claims, liens, or causes of action arising under or by virtue of this Contract, including, but not limited to, any claim that the undersigned, any successor in interest, assignee, trustee, administrator, subcontractor, supplier or laborer of the undersigned or any other person might make or claim that he could possibly make against the City of Valdez.

The undersigned certifies that he has not assigned any amounts payable under this Contract to anyone.

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 this Contract.

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 claims, disputed or otherwise, arising under or by virtue of this Contract.



**City of Valdez
Contract Release Page 2 of 2**

**Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737**

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 _____, 2021.

Notary Public in and for Alaska
My Commission expires: _____



**City of Valdez
Special Provisions**

Project: City Hall and Library Parking Lot Lighting Upgrades

Project Number: 20-350-2003 / Contract Number: 1737

Table of Contents

Section	Title	Page
SP 01	General Statement	27
SP 02	Scope of Work.....	27
SP 03	Time of Completion	27
SP 04	Special Site Conditions	28
SP 05	Hazardous Waste Generation	29
SP 06	Coordination and Schedule	29
SP 07	Site Preservation, Restoration, Cleanup and Environmental Reporting	29
SP 08	Permits.....	29
SP 09	Order of Award of Alternative Bids.....	29
SP 10	Payment.....	30
SP 11	References to City of Valdez Standard Specifications (CVSS).....	30
SP 12	Construction Specifications.....	30



City of Valdez Special Provisions

Project: City Hall and Library Parking Lot Lighting Upgrades Project Number: 20-350-2003 / Contract Number: 1737

SP 01 General Statement

The Special Provisions set forth conditions and requirements unique to this Project and are supplemental to, and supersede, the City of Valdez “Standard Specifications and Standard Details.”

SP 02 Scope of Work

Base Bid

The Scope of Work of the Base Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

Demolition of existing parking lot light poles, lighting fixtures, and bases at Valdez City Hall and the Valdez Public Library locations. Supply and install new light poles, lighting fixtures, flag poles, and bases as called out within the construction documents.

Alternate Bid(s)

The Scope of Work of the Additive Alternate No. 1 Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

Supply and install one new Type B fixture and pole on the east side of the Library parking lot and two new Type B fixtures and poles on the east side of the City Hall parking lot. Included within the scope of this Additive Alternate No. 1 is the installation of underground conduit, wire, all associated trenching, and resurfacing required to extend the parking lot lighting circuit from the in-grade junction boxes across the parking lots to the east side as shown within the construction documents.

SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents by August 20, 2021.

Liquidated damages will be assessed in the sum of Two Hundred and Fifty Dollars (\$250.00) for each calendar day after the completion date during which the Project remains incomplete.

Substantial Completion: Substantial Completion shall be defined as the stage in the progress of the work when the work is sufficiently complete in accordance with the Contract Documents so the Owner (City) can occupy or use the structure or that which is the subject of the contract, for its intended use.



SP 04 Special Site Conditions

The Contractor will be responsible for the disposal of all refuse and debris generated by the project. The City has, on a limited 'first come first served' basis, dumpsters for use free of charge on City projects if available.

Dump fees will be waived for City of Valdez Baler acceptable materials. The Contractor will be responsible for hauling demolished materials and construction waste out to the City Baler facility on South Sawmill Drive. The Baler is located approximately 5 miles out of town. Please contact the Baler ahead of time to make arrangements for the disposal of such materials. The Baler's number is 907-835-2356. The project name or contract number will be required on all Baler disposal forms and when calling to reserve or empty dumpsters.

Local building permit fees are waived. The Contractor will be responsible for obtaining local building permits before the Notice to Proceed is issued. The Contractor will need to call the City Planning Department at 907-834-3401 to acquire all necessary permitting paperwork and to schedule all required inspections. Please note the Planning Department requires a specific timeframe of notice to schedule inspections.

A staging area will be provided by the city. Contractor to confirm this location with the Project Manager prior to the start of work.

Contractor needs to be aware that there will be simultaneous construction work at the City Council Chambers during the construction window of this project. The contractor is to notify and coordinate with the project manager any work in this location as to not hinder the work of either project.

The Contractor will be responsible for moving furniture and other items necessary to complete the work.

The Contractor is responsible for setting up detours or barricades if their work is in a public area and will interfere with normal traffic flow, must notify Project Manager a minimum of 48 hours in advance of such work.

Contractor must notify the Project Manager a minimum of 72 hours beforehand if any electrical work may interfere with City Hall or the Library's daily operations, including the need to block any facility parking spaces.

Contractor must coordinate with the City of Valdez and all necessary utility companies for locates prior to the start of any work.



SP 05 Hazardous Waste Generation

Every effort to minimize or eliminate the generations of hazardous waste shall be used by the Contractor in the performance of the work of this Contract. Unless there is no substitute, no hazardous material shall be used in the performance of the work of this Contract.

SP 06 Coordination and Schedule

The Contractor shall, within ten (10) working days of the date of the Notice to Proceed, submit to the Engineer a schedule as required in Section 10.5, Control of Work, Article 5.3. The schedule shall be updated every week. An updated schedule shall be submitted with each of the Contractor's Periodic Payment Requests. Failure to provide an updated schedule will be cause to withhold partial payment.

SP 07 Site Preservation, Restoration, Cleanup and Environmental Reporting

The Contractor shall be solely responsible for damage to public or private property caused by construction operations. The Contractor shall take all precautions necessary to control dust. The Contractor shall notify the City of any claims of damage, and shall clean and restore any property so damaged at the sole expense of the Contractor. All spills or releases of any hazardous substance shall be reported to the appropriate governmental agency as well as notice to the City. Contractor shall be responsible for all associated cleanup costs and fines.

At all times during the work, keep the premises clean and orderly. Upon completion of the work, repair all damage caused by equipment and leave the Project free of rubbish and excess materials of any kind.

SP 08 Permits

The Contractor shall obtain all licenses and permits that are required to do the work. All necessary Building Permits will be required but there will be no charge for City of Valdez projects.

SP 09 Order of Award of Alternative Bids

Additive Alternate and/or Deductive Alternative Bids will be awarded, if any are awarded, in any order determined to be the most advantageous combination by the owner.



SP 10 Payment

Payments shall be in accordance with Section 10.07, Measurement and Payment of the CVSS. All invoices for payment must be submitted on a City of Valdez *Periodic Payment Request Form*. An electronic copy of this form (Excel Spreadsheet) will be made available for the Contractor's use.

Disbursement of money to a person, firm or corporation will be made only after all the various receivable accounts of the general government and any municipal utility or enterprise have been reviewed for outstanding balances owed, and the disbursement will be reduced by setting off the amount of any delinquent indebtedness due the city from such person, firm or corporation.

All contracts to which the city is a party which will or may involve the disbursement of city funds shall contain the following clause, or its substantial equivalent: "Disbursement of money by the City of Valdez hereunder shall subject to set-off pursuant to the provisions of the Valdez City Code." Such contracts include, but are not limited to, oral contracts, employment contracts, construction contracts, purchasing contracts and contracts of any municipal utility or enterprise, including customer's deposits.

SP 11 References to City of Valdez Standard Specifications (CVSS)

The City of Valdez Standard Specifications & Standard Details, Streets-Drainage-Utilities-Parks, dated April 2003, hereafter referred to as CVSS, are incorporated in and become a part of the Contract Documents for the work. The Standard Specifications are available for purchase from the Engineer's Office of the City of Valdez, P.O. Box 307, Valdez, Alaska 99686. All work under this Contract shall comply with the latest edition and addenda to all applicable codes, ordinances, and standards.

It shall be the responsibility of the Bidder to prepare his bid so all materials and/or different arrangements of connections or fittings shall harmoniously conform with the intent of the Contract Drawings, CVSS, and the Special Provisions.

SP 12 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawing titled "Valdez City Hall and Library Parking Lot Lighting Upgrades". These drawings are by reference included herein.



City of Valdez
Modifications and Additions to the Standard Specifications

Project: City Hall and Library Parking Lot Lighting Upgrades

Project Number: 20-350-2003 / Contract Number: 1737

Table of Contents

<u>Division</u>	<u>Title</u>
Division 10	Standard General Provisions
Division 20	Earthworks
Division 30	Concrete
Division 40	Asphalt
Division 50	Sanitary Sewers Systems
Division 55	Storm Drains
Division 60	Water Systems
Division 65	Construction Surveys
Division 70	Miscellaneous
Division 75	Landscaping
Division 90	Details



City of Valdez

Modifications and Additions to the Standard Specifications

Project: City Hall and Library Parking Lot Lighting Upgrades

Project Number: 20-350-2003 / Contract Number: 1737

Division 10 Standard General Provisions

Article 7.5 Progress Payments

Add the following:

Any request for payments for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for payment by Jan. 31st for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31st for work accomplished the previous year will be subject to a penalty. Penalty may be assessed at a minimum of \$1000 and up to 5% of the invoice not to exceed \$10,000.

Article 7.7 Final Payments

Add the following:

Any request for final payment for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for final payment by January 31st for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31st for work accomplished the previous year will be subject to a penalty. Penalty may be assessed at a minimum of \$1,000 and up to 5% of the invoice not to exceed \$10,000.



**City of Valdez
Minimum Prevailing Wage Rates**

**Project: City Hall and Library Parking Lot Lighting Upgrades
Project Number: 20-350-2003 / Contract Number: 1737**

Minimum Prevailing Wage Rates and Title 36 Public Contracts Follows
See attached Links:

<http://labor.state.ak.us/lss/pamp600.htm>
<http://labor.alaska.gov/lss/forms/Pam400.pdf>

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

- (1) The Contractor or subcontractors of the Contractor shall pay all employees unconditionally and not less than once a week;
- (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the Contractor or subcontractors and laborers, mechanics, or field surveyors;
- (3) the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work;
- (4) Owner shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or subcontractors the difference between
 - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
 - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.
- (5) If it is found that a laborer, mechanic, or field surveyor employed by the Contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Owner may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and the Contractor's sureties are liable to Owner for excess costs for completing the work.

CONSTRUCTION DOCUMENTS

VALDEZ CITY HALL AND LIBRARY PARKING LOT LIGHTING UPGRADES

FOR THE

CITY OF VALDEZ

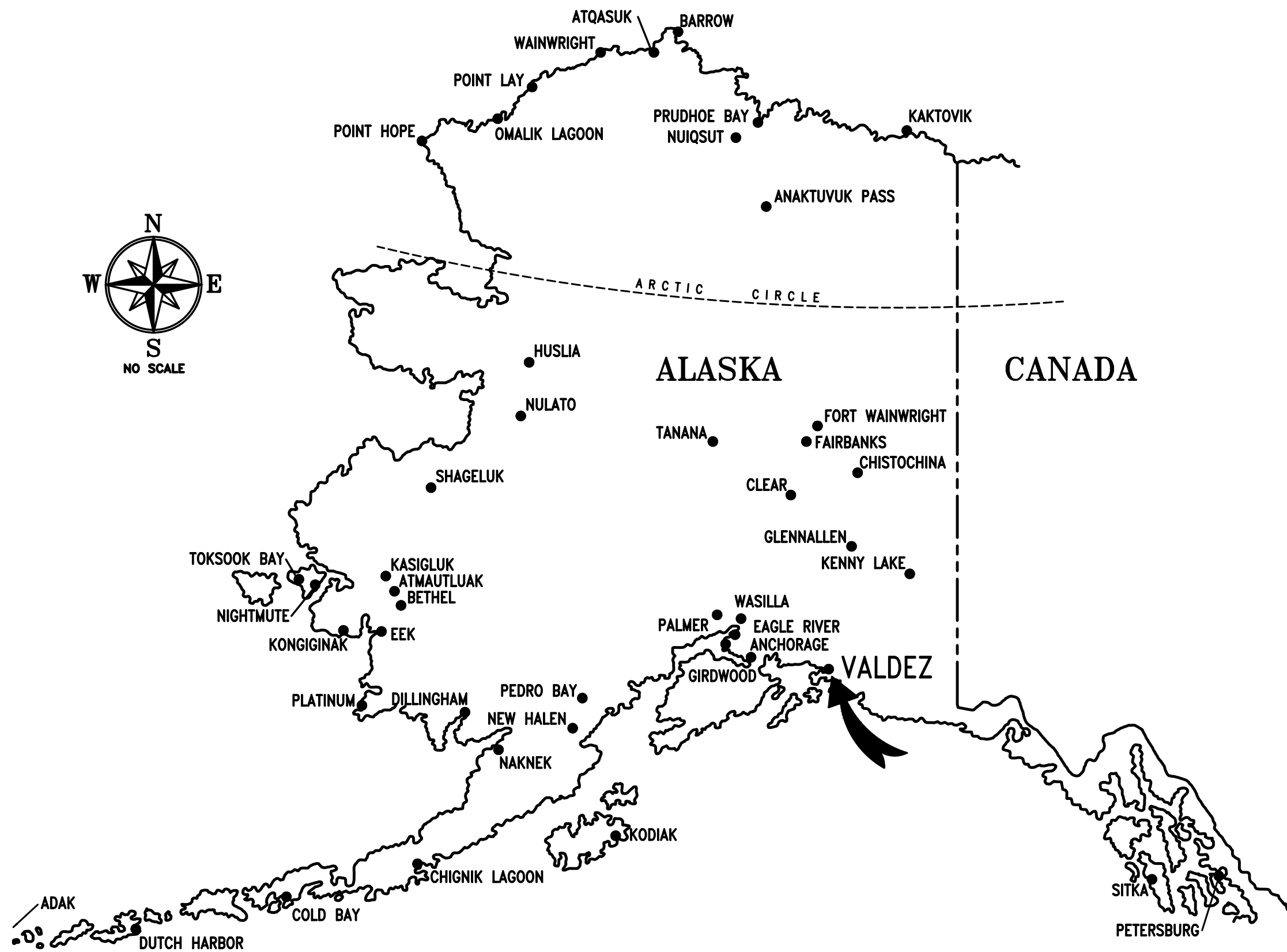
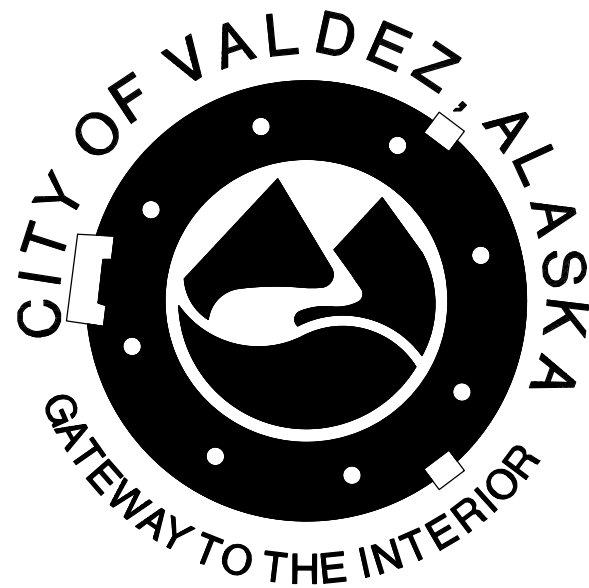
PREPARED BY:

RSA

Engineering, Inc.

MECHANICAL AND ELECTRICAL CONSULTING ENGINEERS

670 W. Fireweed Lane
Anchorage, AK 99503
Phone (907) 276-0521
Fax (907) 276-1751



VALDEZ, ALASKA

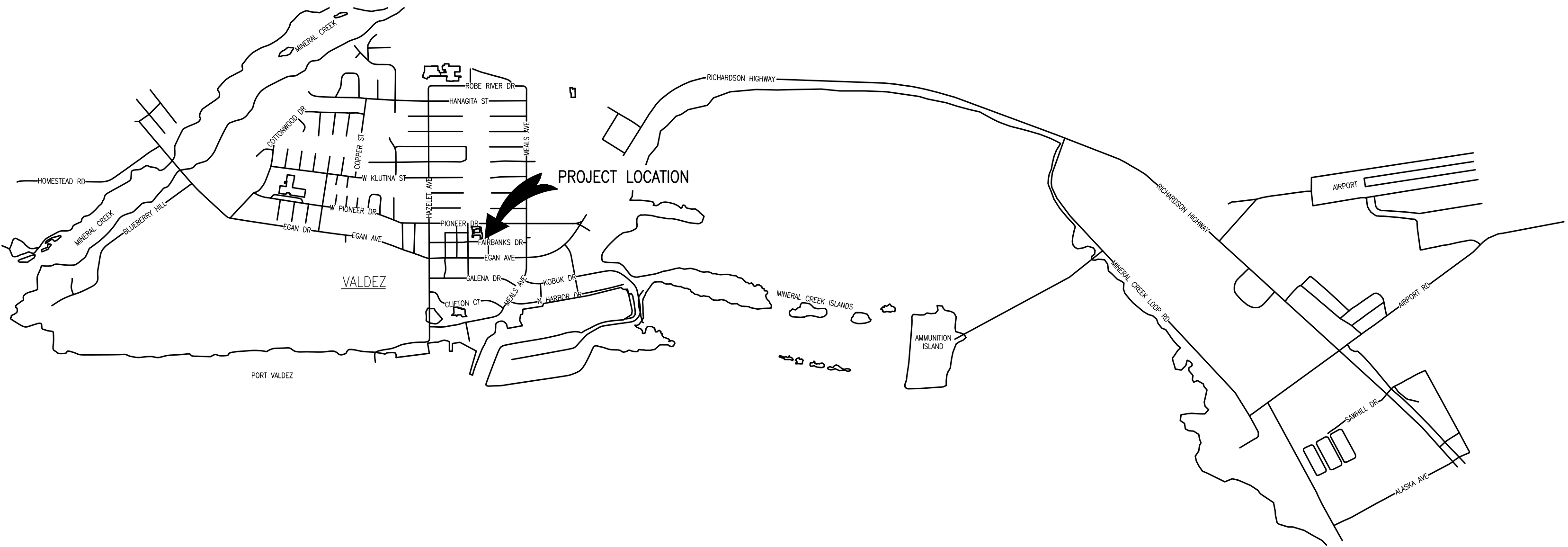
INDEX TO DRAWINGS:

ELECTRICAL

- E0.1 LEGEND, SCHEDULES, SPECIFICATIONS AND LOAD CALCULATION
- E0.2 ELECTRICAL DETAILS
- E1.1 ELECTRICAL PLANS

SCOPE OF WORK

THIS PROJECT CONSISTS OF DEMOLITION AND REPLACEMENT OF PARKING LOT LIGHT FIXTURES, POLES, AND POLE BASES AT CITY HALL AND THE LIBRARY IN VALDEZ ALASKA. THIS PROJECT ALSO INCLUDES NEW FLAG POLES AT CITY HALL.



0"
1"
2"
3"

LIGHT FIXTURE SCHEDULE								
TYPE	LOCATION	MANUFACTURER AND CATALOG NUMBER (OR APPROVED EQUAL)	LUMINAIRE DESCRIPTION	MOUNTING		LAMPS	BALLAST/DRIVER	TOTAL INPUT WATTS
				TYPE	HEIGHT			
A	AS SHOWN	FIXTURE: HOLOPHANE # GELF2-P40-40K-AS-4-Z-L4	EXTENDED AREA LIGHT WITH FLAT GLASS, STEM MOUNTING STYLE, TYPE 4 DISTRIBUTION, CAST ALUMINUM HOUSING AND BRONZE FINISH.	POLE MOUNTED	SEE EO.2	4000K LED 10,059LM	120/277V DRIVER	91
		POLE: HOLOPHANE # SL-A-15-T2J-BP-P01-ABC-BZ-R168A	15' ALUMINUM POLE WITH 5.75" SQUARE SHAFT, BASE PLATE, POLE CAP, ANCHOR BOLTS, 36" ARM WITH CROSSARM, TWO BANNER ARMS, HANDHOLE, RECEPTACLE, AND BRONZE FINISH. SEE 1/EO.2.					
B	ADDITIVE ALTERNATE #1	FIXTURE: LITHONIA # DSX1LED-P7-40K-T2S-MVOLT-RPA-DDBXD	HIGH OUTPUT AREA LIGHT WITH FORWARD OPTICS, TYPE II SHORT DISTRIBUTION AND DARK BRONZE FINISH. PROVIDE WITH MOUNTING ADAPTER SUITABLE FOR POLE MAST ARM.	POLE MOUNTED	SEE EO.2	4000K LED 20,690LM	120/277V DRIVER	183
	AS SHOWN	POLE: HOLOPHANE # SL-A-15-T2J-BP-P01-ABC-BZ-R168A	20' ALUMINUM POLE WITH 8.5" SQUARE SHAFT, BASE PLATE, POLE CAP, ANCHOR BOLTS, 72" ARM, HANDHOLE, AND BRONZE FINISH. SEE 2/EO.2.					

LEGEND	
	POLE MOUNTED LIGHT – OUTDOORS, WEATHERPROOF
	FIXTURE TAG (LETTER INDICATES TYPE)
	CONDUIT, CONCEALED
	NUMBER AND SIZE OF WIRES (NO MARKS = 3 #12)
	UNDERGROUND ELECTRIC LINE
	IN-GRADE JUNCTION BOX
	NOTE TAG (No. INDICATES NOTE)
AFG	ABOVE FINISHED GRADE
AWG	AMERICAN WIRE GAUGE
C	CONDUIT
COV	CITY OF VALDEZ
CU	COPPER
K	KELVIN
LED	LIGHT EMITTING DIODE
LM	LUMENS
TYP	TYPICAL

ELECTRICAL SPECIFICATIONS

- 10.75.00 – FLAGPOLES
- A. SUBMITTALS: SUBMIT PRODUCT DATA AND SHOP DRAWINGS FOR APPROVAL.
- B. MATERIALS:
- MANUFACTURER: AMERICAN FLAGPOLE #XESR25F61-SAT, OR APPROVED EQUAL.
 - MOUNTING: GROUND SLEEVE ASSEMBLY FOR INSTALLATION WITHIN CONCRETE BASE. GROUND SLEEVE SHALL BE 16 GAUGE GALVANIZED STEEL TUBE WITH 3/16" STEEL SUPPORT PLATE. PROVIDE CONCRETE BASE IN ACCORDANCE WITH SECTION 26.05.29.
 - POLE: TAPERED ALUMINUM TUBE WITH SATIN ALUMINUM FINISH. EXPOSED POLE LENGTH 24', SET DEPTH OF 2.5', OVERALL POLE LENGTH OF 26.5', 6" BUTT DIAMETER, 0.25" WALL THICKNESS, 3.5" TOP DIAMETER, SINGLE SECTION, SUITABLE FOR A MAXIMUM 5'x8' FLAG SIZE, 197 MPH FLAG WIND SPEED, AND 287 MPH NO FLAG WIND SPEED.
 - EXTERNAL HALYARD: CAM CLEAT SYSTEM, 5/16-INCH-DIAMETER, BRAIDED POLYPROPYLENE HALYARD; CONCEALED REVOLVING TRUCK ASSEMBLY WITH PLASTIC-COATED COUNTERWEIGHT AND SLING. PROVIDE FLUSH ACCESS DOOR SECURED WITH CYLINDER LOCK. FINISH TRUCK ASSEMBLY TO MATCH FLAGPOLE.
 - PROVIDE WITH EXTERNAL ROTATING FLAGPOLE BEACON TO FIT POLE TOP, GOLD FINISH, 8" DIAMETER, 500 LUMEN 6W 120V LED LIGHT, AND INTERNAL CONDUCTORS.
- C. INSTALLATION:
- INSTALL FLAGPOLE IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.
 - CONCRETE BASES SHALL BE IN ACCORDANCE WITH SECTION 26.05.29.
- 26.05.00 – COMMON WORK RESULTS FOR ELECTRICAL
- A. SCOPE OF WORK: FURNISH AND INSTALL ALL MATERIAL AND EQUIPMENT FOR AN EXTENSION TO THE EXISTING ELECTRICAL SYSTEM AS INDICATED ON THE DRAWINGS AND IN THESE SPECIFICATIONS.
- B. STANDARDS, CODES AND REGULATIONS: COMPLY WITH THE LATEST ADOPTED EDITION OF THE NATIONAL ELECTRICAL CODE, INTERNATIONAL BUILDING CODE, AND INTERNATIONAL FIRE CODE INCLUDING ALL STATE AND LOCAL AMENDMENTS TO THESE CODES. COMPLY WITH THE LATEST PUBLISHED VERSION OF THE NECA STANDARD OF INSTALLATION.
- C. DRAWINGS: THE DRAWINGS ARE DIAGRAMMATIC, NOT NECESSARILY SHOWING ALL OFFSETS OR EXACT LOCATIONS OF FIXTURES, EQUIPMENT, ETC. UNLESS SPECIFICALLY DIMENSIONED. BRING QUESTIONABLE OR OBSCURE ITEMS, APPARENT CONFLICTS BETWEEN PLANS AND SPECIFICATIONS, GOVERNING CODES OR UTILITIES REGULATIONS TO THE ATTENTION OF THE OWNER. CODES, ORDINANCES, REGULATIONS, MANUFACTURER'S INSTRUCTIONS OR STANDARDS TAKE PRECEDENCE WHEN THEY ARE MORE STRINGENT OR CONFLICT WITH THE DRAWINGS AND SPECIFICATIONS.
- D. RECORD DRAWINGS: MARK UP A CLEAN SET OF DRAWINGS AS THE WORK PROGRESSES TO SHOW THE DIMENSIONED LOCATION AND ROUTING OF ALL ELECTRICAL WORK WHICH WILL BECOME PERMANENTLY CONCEALED. SHOW COMPLETE ROUTING AND SIZING OF ANY SIGNIFICANT REVISIONS TO THE SYSTEMS SHOWN.
- E. WORKMANSHIP: INSTALLATION OF ALL WORK SHALL BE MADE SO THAT ITS SEVERAL COMPONENT PARTS SHALL FUNCTION AS A WORKABLE SYSTEM COMPLETE WITH ALL ACCESSORIES NECESSARY FOR ITS OPERATION. ALL MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, INSTRUCTIONS AND/OR INSTALLATION DRAWINGS AND IN ACCORDANCE WITH NECA STANDARDS. MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL CONFORM WITH APPLICABLE INDUSTRY STANDARDS, NEMA STANDARDS AND UNDERWRITERS LABORATORIES STANDARDS WHERE APPLICABLE.
- F. SUBMITTALS: PROVIDE MATERIAL AND EQUIPMENT SUBMITTALS CONTAINING A COMPLETE LISTING OF MATERIAL AND EQUIPMENT SHOWN ON THE DRAWINGS. INCLUDE CATALOG NUMBERS, WIRING DIAGRAMS, ROUGH-IN DIMENSIONS AND PERFORMANCE DATA FOR ALL MATERIAL AND EQUIPMENT. SUBMITTALS SHALL BE IN ELECTRONIC .PDF FORMAT, SEPARATE FROM WORK FURNISHED UNDER OTHER DIVISIONS. INDEX AND CLEARLY IDENTIFY ALL MATERIAL AND EQUIPMENT BY ITEM, NAME OR DESIGNATION USED ON THE DRAWINGS. SUBMITTAL REVIEW IS FOR GENERAL DESIGN AND ARRANGEMENT ONLY AND DOES NOT RELIEVE THE CONTRACTOR FROM ANY REQUIREMENTS OF THE CONTRACT DOCUMENTS. THE SUBMITTALS ARE NOT CHECKED FOR QUANTITY, DIMENSION, OR FOR PROPER OPERATION. WHERE DEVIATIONS OF A SUBSTITUTE PRODUCT OR SYSTEM PERFORMANCE HAVE NOT BEEN SPECIFICALLY NOTED IN THE SUBMITTAL BY THE CONTRACTOR, PROVISIONS OF A COMPLETE AND SATISFACTORY WORKING INSTALLATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- G. OPERATION AND MAINTENANCE MANUALS: PROVIDE OPERATION AND MAINTENANCE MANUALS FOR TRAINING OF THE OWNER'S PERSONNEL. PROVIDE INSTRUCTIONS AND A SCHEDULE OF PREVENTIVE MAINTENANCE IN TABULAR FORM FOR ALL ROUTINE CLEANING, INSPECTION AND LUBRICATION WITH RECOMMENDED LUBRICANTS. PROVIDE INSTRUCTIONS FOR MINOR REPAIR OR ADJUSTMENTS REQUIRED FOR PREVENTIVE MAINTENANCE ROUTINES. PROVIDE MANUFACTURER'S DESCRIPTIVE LITERATURE INCLUDING APPROVED SHOP DRAWINGS COVERING DEVICES USED IN ANY CONTRACTOR-PROVIDED EQUIPMENT OR SYSTEMS WITH ILLUSTRATION, EXPLODED VIEWS, ETC.
- H. WARRANTY: THE CONTRACTOR SHALL GUARANTEE ALL WORK EXECUTED UNDER THIS CONTRACT TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM BENEFICIAL OCCUPANCY. ANY FAULTY MATERIALS OR WORKMANSHIP SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER DURING THE GUARANTEE PERIOD.
- I. PERMITS: SECURE AND PAY FOR ALL FEES, PERMITS, ETC. REQUIRED BY LOCAL AND STATE AGENCIES.
- J. REFERENCE SYMBOLS: THE ELECTRICAL "LEGEND" ON THE DRAWINGS IS A STANDARDIZED VERSION, AND ALL SYMBOLS SHOWN MAY NOT BE USED. USE THE "LEGEND" AS A REFERENCE FOR THE SYMBOLS USED ON THE DRAWINGS.

- 26.05.05 – SELECTIVE DEMOLITION FOR ELECTRICAL
- A. DEMOLITION DRAWINGS ARE BASED ON A NON-DESTRUCTIVE FIELD OBSERVATION. REPORT DISCREPANCIES TO OWNER BEFORE DISTURBING THE EXISTING INSTALLATION. DISCONNECT ELECTRICAL SYSTEMS SCHEDULED FOR REMOVAL. PROVIDE TEMPORARY WIRING AND CONNECTIONS TO MAINTAIN ALL EXISTING ELECTRICAL SYSTEMS (TELEPHONE, FIRE ALARM, LIGHTING, ELECTRICAL SERVICE, ETC.) IN SERVICE DURING CONSTRUCTION. DISABLE SYSTEMS ONLY TO MAKE SWITCHOVERS AND CONNECTIONS.
- B. OBTAIN PERMISSION FROM OWNER AT LEAST 24 HOURS BEFORE PARTIALLY OR COMPLETELY DISABLING SYSTEM. MINIMIZE OUTAGE DURATION AND MAKE TEMPORARY CONNECTIONS TO MAINTAIN SERVICE IN AREAS ADJACENT TO WORK AREA. WHEN WORK MUST BE PERFORMED ON ENERGIZED EQUIPMENT OR CIRCUITS, USE PERSONNEL EXPERIENCED IN SUCH OPERATIONS.
- C. REMOVE, RELOCATE AND EXTEND EXISTING INSTALLATIONS TO ACCOMMODATE NEW CONSTRUCTION. REMOVE ABANDONED WIRING TO SOURCE OF SUPPLY.
- D. DISCONNECT AND REMOVE ABANDONED LUMINAIRES. REMOVE BRACKETS, STEMS, HANGERS AND OTHER ACCESSORIES. REPAIR ADJACENT CONSTRUCTION AND FINISHES DAMAGED DURING DEMOLITION AND EXTENSION WORK. MAINTAIN ACCESS TO EXISTING ELECTRICAL INSTALLATIONS WHICH REMAIN ACTIVE.
- 26.05.19 – WIRE AND CABLE
- A. SUBMITTALS: NONE REQUIRED FOR THIS SECTION.
- B. MATERIALS:
- ALL CONDUCTORS SHALL BE COPPER WITH TYPE XHHW OR THWN INSULATION. MINIMUM BRANCH CIRCUIT CONDUCTOR SIZE SHALL BE #12 AWG.
- C. INSTALLATION:
- COLOR CODE WIRES BY LINE OR PHASE. COLOR CODE THE 120/208V CONDUCTORS BLACK, RED, BLUE, AND WHITE. FOR 277/480 VOLT SYSTEMS, USE BROWN, ORANGE, YELLOW, AND WHITE WITH AN IDENTIFIABLE COLORED STRIPE.
 - DO NOT SHARE NEUTRAL CONDUCTORS. PROVIDE A DEDICATED NEUTRAL CONDUCTOR FOR EACH BRANCH CIRCUIT THAT REQUIRES A NEUTRAL.
 - USE PROPERLY SIZED INSULATED SPRING WIRE CONNECTORS WITH PLASTIC CAPS FOR ALL CONDUCTORS #8 AWG AND SMALLER. TERMINATE #6 AWG AND LARGER CONDUCTORS WITH CRIMP OR COMPRESSION TYPE CONNECTORS INSTALLED WITH TOOL RECOMMENDED BY CONNECTION MANUFACTURER AND INSULATE WITH PROPERLY SIZED 600 VOLT RATED HEAT SHRINK TUBING.
 - INSTALLATION SCHEDULE: BUILDING WIRE IN RACEWAYS AT ALL LOCATIONS UNLESS OTHERWISE NOTED. PROVIDE XHHW-2 IN EXTERIOR LOCATIONS.

- 26.05.26 – GROUNDING AND BONDING
- A. SUBMITTALS: NONE REQUIRED FOR THIS SECTION.
- B. MATERIAL: SOLID GROUND RODS: COPPER-ENCASED STEEL, 3/4 INCH DIAMETER, MINIMUM LENGTH 10 FEET.
- C. INSTALLATION:
- MECHANICAL CONNECTORS: NON-REVERSIBLE CRIMP TYPE LUGS ONLY. USE FACTORY MADE COMPRESSION LUG FOR ALL TERMINATIONS. FOR TELECOMMUNICATION SYSTEMS USE COPPER, COPPER ALLOY, OR TIN-PLATED COPPER, NON-REVERSIBLE LONG BARREL CRIMP TYPE BOLT LUGS WITH TWO BOLT TONGUES FOR 6 AWG OR LARGER CONDUCTORS. CRIMP TYPE ONE HOLE FOR CONDUCTORS SMALLER THAN 6 AWG.
 - BOND TOGETHER EXPOSED NON-CURRENT CARRYING METAL PARTS OF ELECTRICAL EQUIPMENT, METAL RACEWAY SYSTEMS, GROUNDING CONDUCTOR IN RACEWAYS AND CABLES, AND RECEPTACLE GROUND CONNECTORS.

- 26.05.29 – HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
- A. SUBMITTALS: PROVIDE STRUCTURALLY ENGINEERED SHOP DRAWINGS AND CALCULATIONS, STAMPED BY A LICENSED STRUCTURAL ENGINEER IN THE STATE OF ALASKA, FOR CONCRETE POLE BASES. SHOP DRAWINGS SHALL STATE CONFORMANCE TO THE INTERNATIONAL BUILDING CODE (IBC), THE AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE), AND THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) REQUIREMENTS SPECIFIC TO THE PROJECT AREA.
- B. MATERIALS:
- CONCRETE, REBAR, ANCHOR BOLTS, ETC. SHALL BE IN ACCORDANCE WITH THE COV STANDARD SPECIFICATIONS, AND AS REQUIRED BY THE CONTRACTOR PROVIDED STRUCTURALLY ENGINEERED SHOP DRAWINGS.
 - HARDWARE SHALL BE CORROSION RESISTANT HOT-DIPPED GALVANIZED OR STAINLESS STEEL.
- C. INSTALLATION: INSTALLATION OF EQUIPMENT SHALL BE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS, COV STANDARD SPECIFICATIONS, AND AS REQUIRED BY THE SEISMIC STRUCTURAL ENGINEER'S DRAWINGS.

ELECTRICAL LOAD REDUCTION CALCULATION

EXISTING SERVICE SIZE:	800 A, 480 V, 3 PH
PEAK KW DEMAND - PAST 12 MO (JUNE, 2017):	65 kW
ASSUMED POWER FACTOR:	0.85 PF
EXISTING PEAK DEMAND (IN KVA):	76.471 KVA
125% OF PEAK LOAD (NEC 220.87)	95.588 KVA
EXISTING PEAK DEMAND (IN AMPS):	115 A
EXISTING SPARE CAPACITY:	685 A
CITY HALL:	
EXISTING LOADS REMOVED (IN KVA):	
POLE MOUNTED FIXTURES	1.40 KVA
SUBTOTAL:	1.40 KVA
TOTAL LOADS REMOVED:	-1.40 KVA
TOTAL LOADS REMOVED (IN AMPS):	-1.68 A
NEW LOADS ADDED (IN KVA)	
DECORATIVE POLES	0.78 KVA
ROADSIDE POLES	0.48 KVA
SUBTOTAL:	1.27 KVA
TOTAL LOADS ADDED:	1.27 KVA
TOTAL LOADS ADDED (IN AMPS):	1.52 A
NET LOAD CHANGE:	-0.13 KVA
NET LOAD CHANGE (IN AMPS):	-0.16 A

LIBRARY:	
EXISTING LOADS REMOVED (IN KVA):	
POLE MOUNTED FIXTURES	0.60 KVA
SUBTOTAL:	0.60 KVA
TOTAL LOADS REMOVED:	-0.60 KVA
TOTAL LOADS REMOVED (IN AMPS):	-0.72 A
NEW LOADS ADDED (IN KVA)	
DECORATIVE POLES	0.34 KVA
RAODSIDE POLES	0.24 KVA
SUBTOTAL:	0.58 KVA
TOTAL LOADS ADDED:	0.58 KVA
TOTAL LOADS ADDED (IN AMPS):	0.69 A
NET LOAD CHANGE:	-0.02 KVA
NET LOAD CHANGE (IN AMPS):	-0.03 A

CALL BEFORE YOU DIG	
THE CONTRACTOR SHALL NOTIFY ALL AREA UTILITY COMPANIES PRIOR TO COMMENCEMENT OF EXCAVATION. THE FOLLOWING IS A PARTIAL LIST:	
LOCATE CALL CENTER OF ALASKA	278-3121
COPPER VALLEY ELECTRIC ASSOCIATION	811



RISA
Engineering, Inc.
MECHANICAL AND ELECTRICAL CONSULTING ENGINEERS
670 West Freewood Lane, Suite 200
Anchorage, AK 99503
Phone (907) 276-0921
Corporate No.: AECC042

VALDEZ CITY HALL AND LIBRARY
PARKING LOT LIGHTING UPGRADES
CITY HALL
LIBRARY
212 CHENEGA AVE
212 FAIRBANKS DR.
VALDEZ, AK 99686
VALDEZ, AK 99686

REVISIONS:

DRAWN BY:	KSB, DB
CHECKED BY:	DB, TEH
DATE:	10/30/2020
JOB NUMBER:	M0088
DWG FILE:	M0088-Eseries

DRAWING TITLE:
LEGEND, SCHEDULES, SPECIFICATIONS AND LOAD CALCULATION

SHEET:
E0.1

0"
1"
2"
3"

CALL BEFORE YOU DIG

THE CONTRACTOR SHALL NOTIFY ALL AREA UTILITY COMPANIES PRIOR TO COMMENCEMENT OF EXCAVATION. THE FOLLOWING IS A PARTIAL LIST:

LOCATE CALL CENTER OF ALASKA278-3121

COPPER VALLEY ELECTRIC ASSOCIATION811

GENERAL NOTES:

A. REFERENCE THE CITY OF VALDEZ STANDARD SPECIFICATIONS FOR ALL REQUIREMENTS RELATED TO TRENCHING, EXCAVATION, BACKFILL, CONCRETE, ASPHALT, AND GRASS/SOD PRIOR TO BEGINNING WORK.

SHEET NOTES:

1. CONCRETE POLE BASE DETAIL SHOWN FOR BIDDING PURPOSES ONLY. ACTUAL CONCRETE BASE DESIGN SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH SPECIFICATION 26 05 48.



RSA
Engineering, Inc.
MECHANICAL AND ELECTRICAL CONSULTING ENGINEERS
670 West Friesend Lane, Suite 200
Anchorage, AK 99503
Phone (907) 276-0521
Corporate No.: AECC542

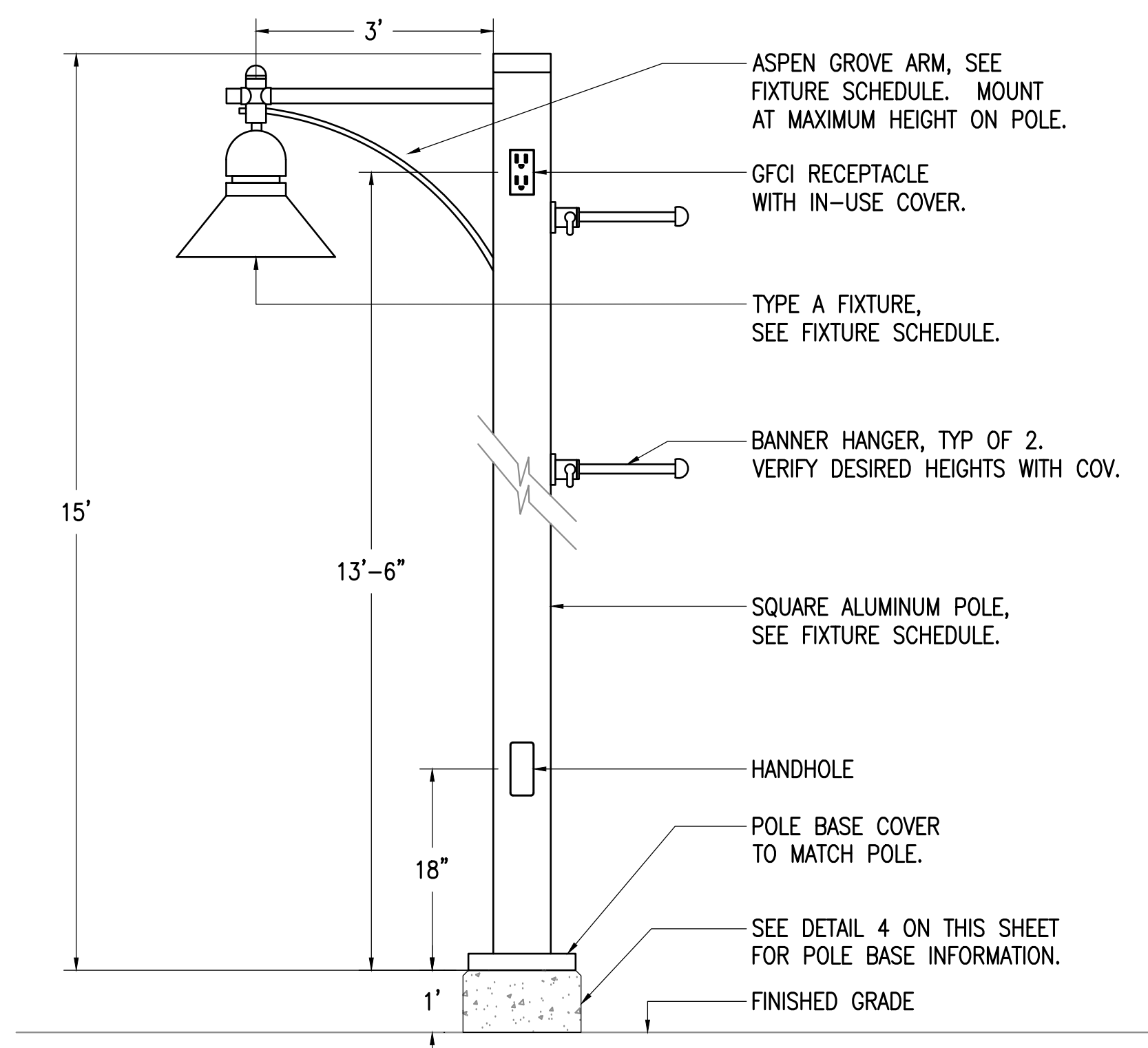
VALDEZ CITY HALL AND LIBRARY
PARKING LOT LIGHTING UPGRADES
CITY HALL
212 CHENEGA AVE
VALDEZ, AK 99686
LIBRARY
212 FAIRBANKS DR.
VALDEZ, AK 99686

REVISIONS:

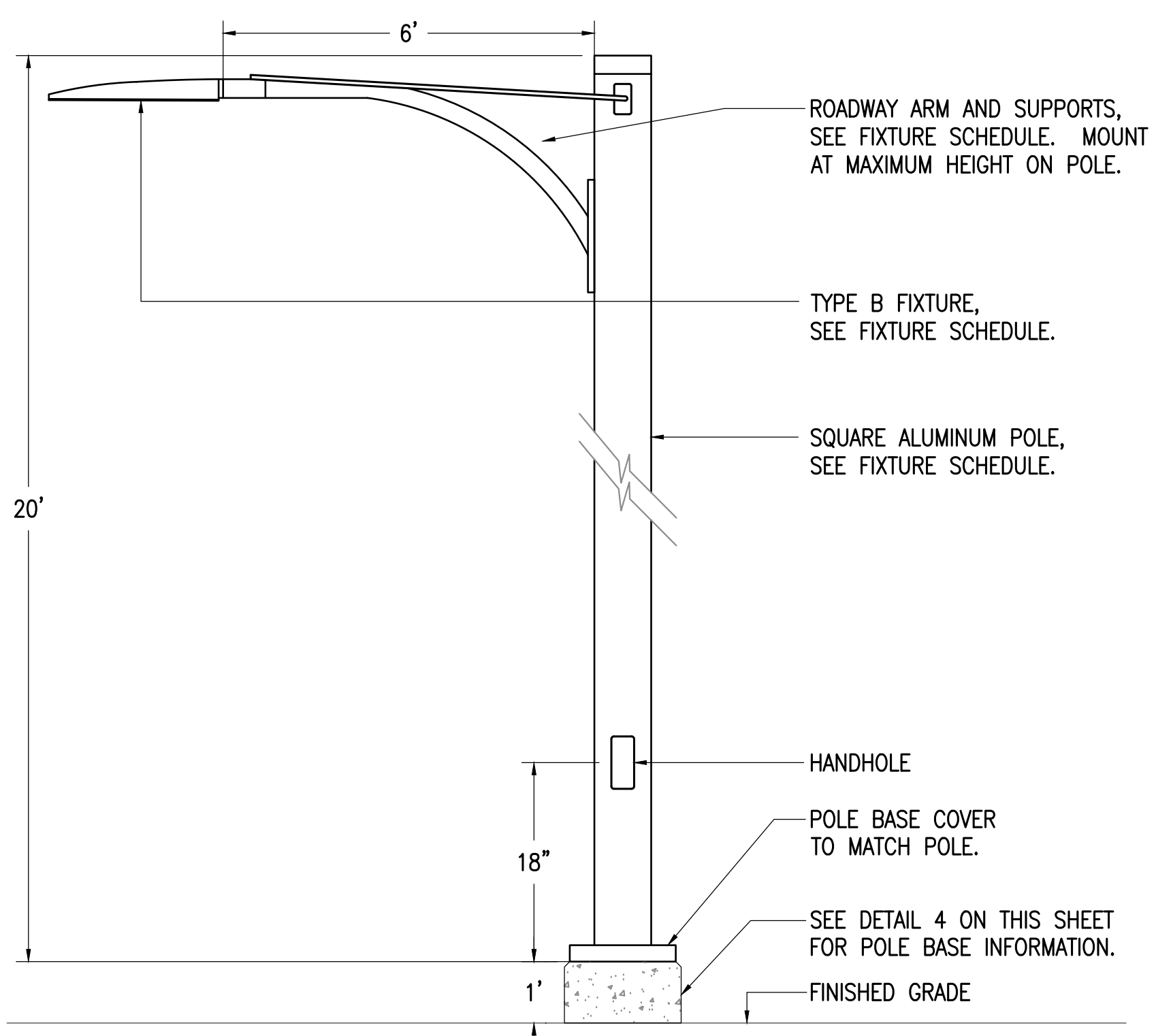
DRAWN BY: KSB, DB
CHECKED BY: DB, TEH
DATE: 10/30/2020
JOB NUMBER: M0088
DWG FILE: M0088-Eseries

DRAWING TITLE:
ELECTRICAL DETAILS

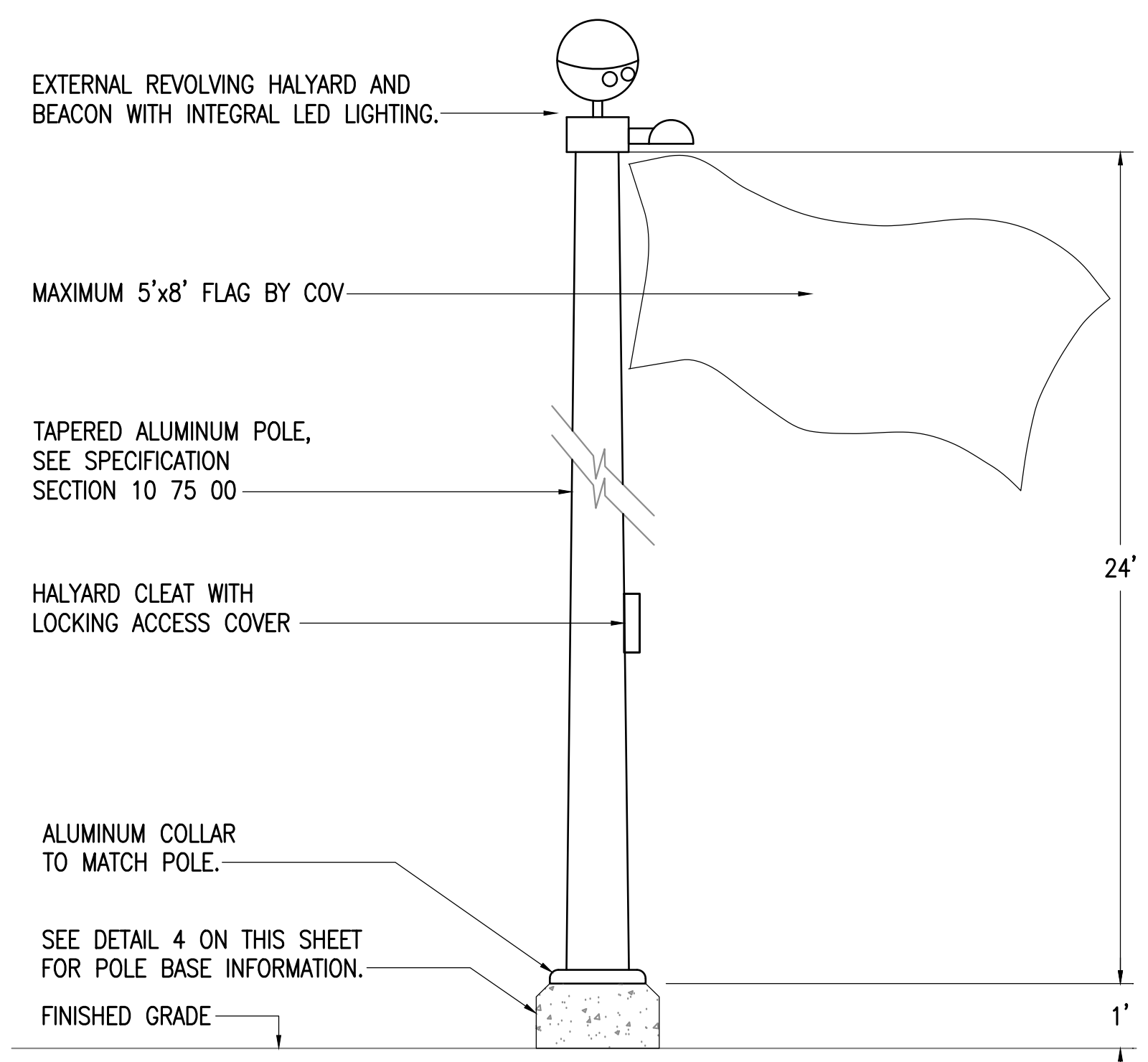
SHEET:
E0.2



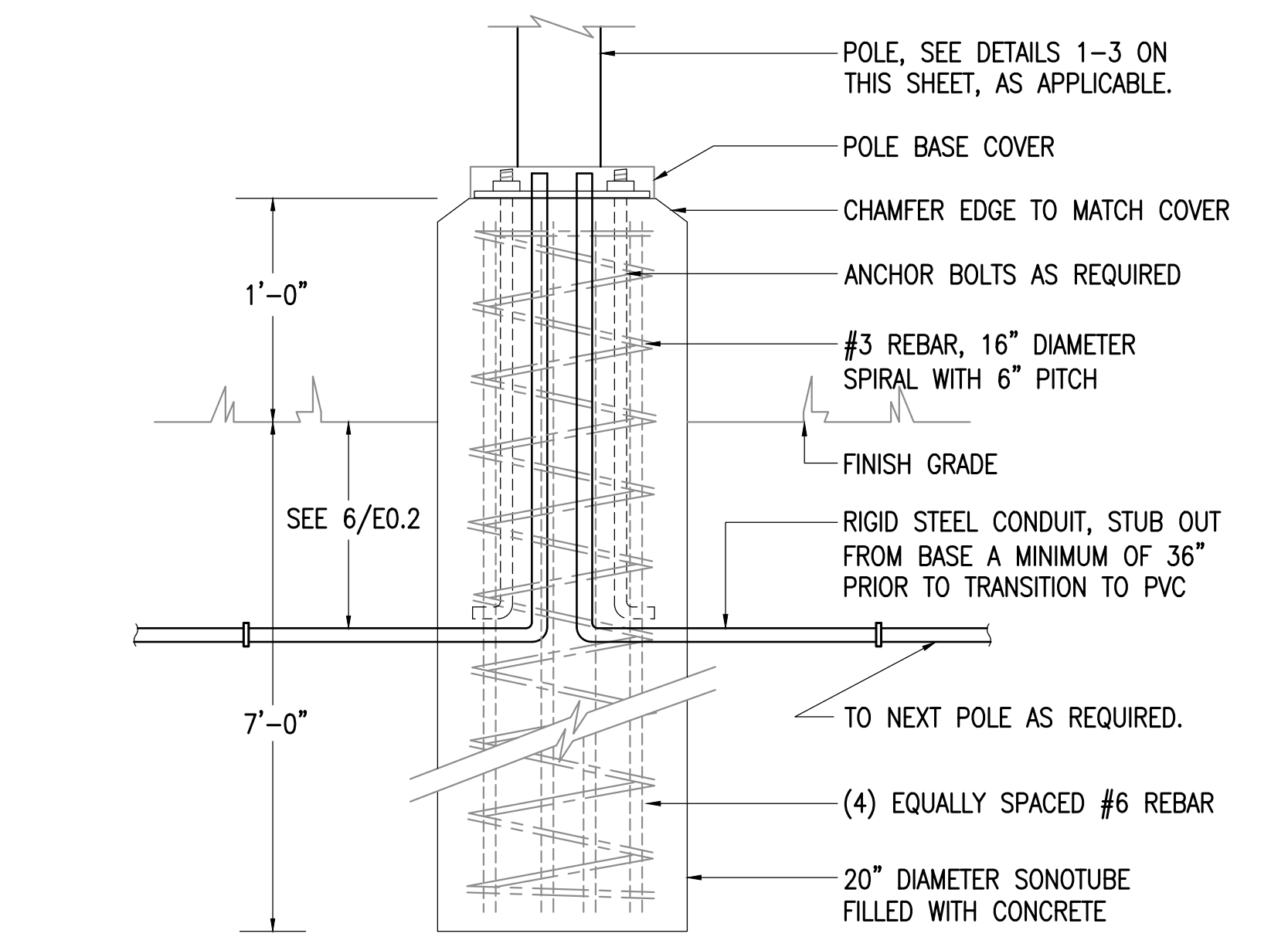
1 POLE DETAIL - FIXTURE TYPE A
NO SCALE



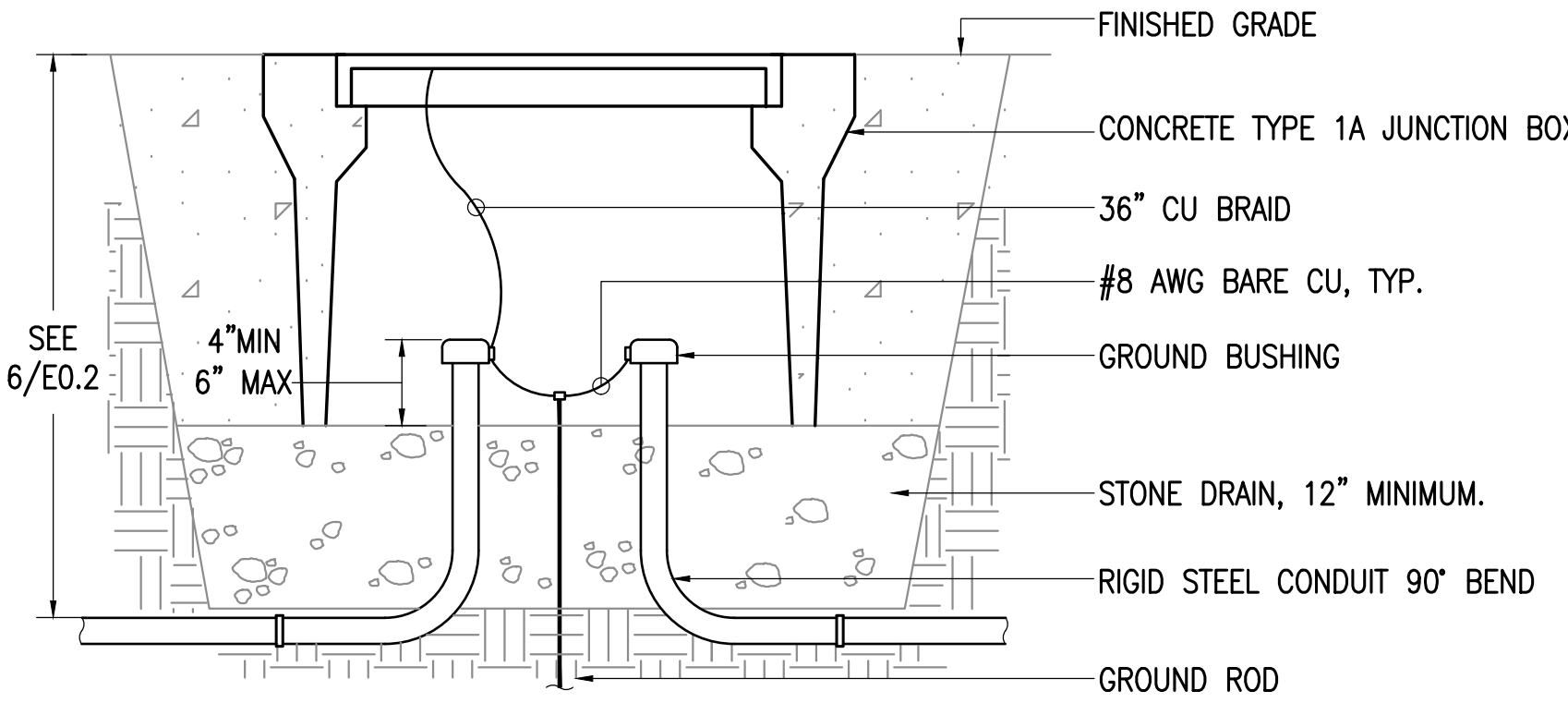
2 POLE DETAIL - FIXTURE TYPE B - ADD. ALT. #1
NO SCALE



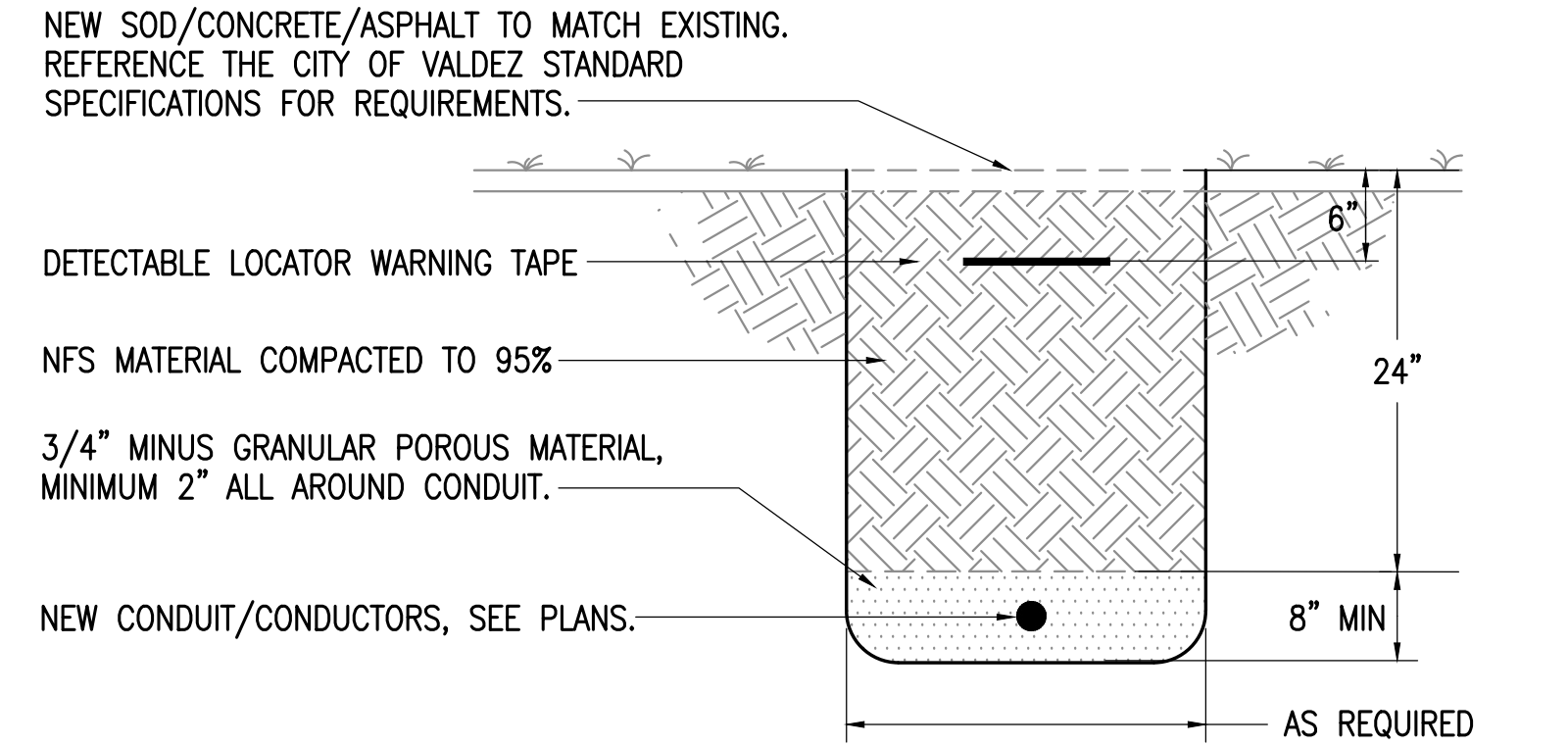
3 POLE DETAIL - FLAG POLE
NO SCALE



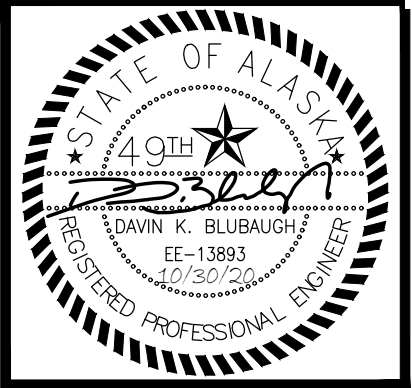
4 TYPICAL POLE BASE DETAIL
NO SCALE



5 IN-GRADE BOX DETAIL
NO SCALE



6 TYPICAL TRENCHING DETAIL
NO SCALE



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670 West Frewood Lane, Suite 200
Anchorage, AK 99503
Phone (907) 276-0521
Corporate No.: AECC442

**VALDEZ CITY HALL AND LIBRARY
PARKING LOT LIGHTING UPGRADES**
LIBRARY
212 FAIRBANKS DR.
VALDEZ, AK 99686
CITY HALL
212 CHENEGA AVE
VALDEZ, AK 99686

REVISIONS:

DRAWN BY: KSB, DB
CHECKED BY: DB, TEH
DATE: 10/30/2020
JOB NUMBER: M0088
DWG FILE: M0088-Eseries

DRAWING TITLE:
ELECTRICAL PLANS

SHEET:
E1.1

GENERAL NOTES:

- A. THE INFORMATION SHOWN ON THIS DRAWING IS TAKEN FROM AS-BUILT DRAWINGS AND A NON-DESTRUCTIVE WALK THROUGH OF THE FACILITY. THERE IS NO WARRANTY OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION SHOWN HERE-IN. THE CONTRACTOR SHALL FIELD VERIFY ALL ITEMS SCHEDULED FOR DEMOLITION PRIOR TO START OF WORK.
- B. THE OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL SALVAGEABLE MATERIALS. THE CONTRACTOR SHALL DELIVER SALVAGED MATERIALS TO A WAREHOUSE AS DIRECTED BY THE OWNER. THE CONTRACTOR SHALL DISPOSE OF, OFF SITE, ALL UNWANTED MATERIALS.
- C. DASHED OR DOTTED LINES INDICATE ITEMS TO BE REMOVED. SOLID LINES INDICATE EXISTING ITEMS TO REMAIN.
- D. EXISTING UNDERGROUND UTILITY LOCATIONS ARE UNKNOWN AND NOT SHOWN ON THESE DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR PROVIDING UTILITY LOCATES WITHIN THE VICINITY OF THEIR EXCAVATION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- E. REFERENCE THE CITY OF VALDEZ STANDARD SPECIFICATIONS FOR ALL REQUIREMENTS RELATED TO TRENCHING, EXCAVATION, BACKFILL, CONCRETE, ASPHALT, AND GRASS/SOD PRIOR TO BEGINNING WORK.
- F. ALL FIXTURES SHALL BE POWERED AND CONTROLLED FROM THE EXISTING CIRCUITING. PROVIDE EXTENSION OF THE EXISTING CONDUIT AND WIRE AS REQUIRED TO ACCOMMODATE THE NEW FIXTURE LOCATIONS.
- G. REFERENCE DETAILS ON SHEET E0.2 FOR ADDITIONAL REQUIREMENTS.

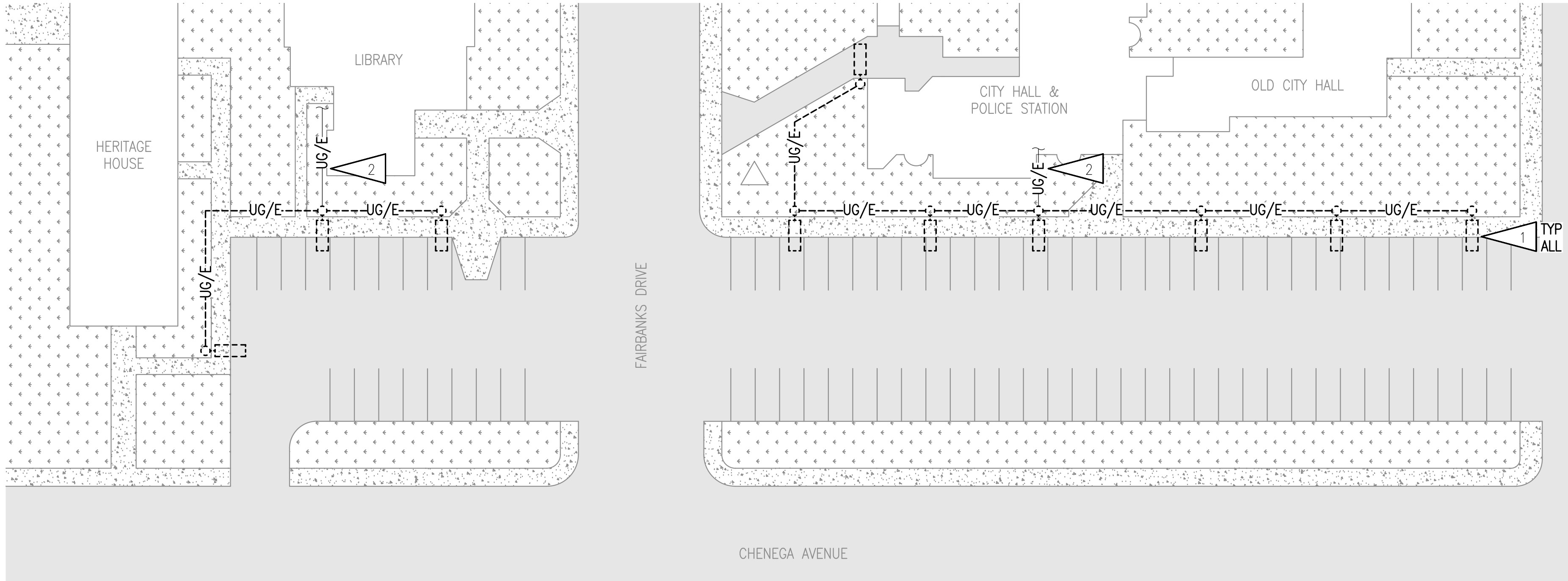
SHEET NOTES:

1. DEMOLISH LIGHT POLES AND FIXTURES. DEMOLISH POLE BASE TO 6" BELOW GRADE MINIMUM AND ABANDON IN PLACE. DEMOLISH CONDUIT AND WIRE BETWEEN FIXTURES AS SHOWN.
2. CONDUIT AND WIRE FROM BUILDING PANEL TO FIRST FIXTURE SHALL REMAIN FOR REUSE. LOCATION SHOWN IS ASSUMED ONLY, FIELD VERIFY AND DOCUMENT ON RED LINED DRAWINGS.
3. PROVIDE IN-GRADE JUNCTION BOX TO ALLOW FOR EXTENDING THE EXISTING LIGHTING CIRCUIT FROM THE BUILDING PANEL TO THE NEW FIXTURES AND FLAG POLES. NEW CONDUIT AND WIRE SHALL BE 1" C, 3#10 AWG, CU, XHHW-2. SEE DETAILS 5 & 6 ON SHEET E0.2.
4. PROVIDE NEW FIXTURES, POLES, AND POLE BASES IN LOCATIONS SHOWN AND CONNECT TO NEW CONDUIT AND WIRE, REFERENCE NOTE 3. REFERENCE DETAILS 1, 2, AND 4 ON SHEET E0.2.
5. PROVIDE THREE (3) NEW 24' FLAGPOLES AND BASES IN APPROXIMATE LOCATIONS SHOWN AND CONNECT TO NEW CONDUIT AND WIRE FOR POWERING OF INTEGRAL FINAL LIGHT. REFERENCE DETAILS 3 AND 4 ON SHEET E0.2. COORDINATE WITH THE CITY OF VALDEZ FOR FINAL LOCATIONS PRIOR TO BEGINNING WORK.
6. ITEMS NOTED ARE ASSOCIATED WITH ADDITIVE ALTERNATE #1.

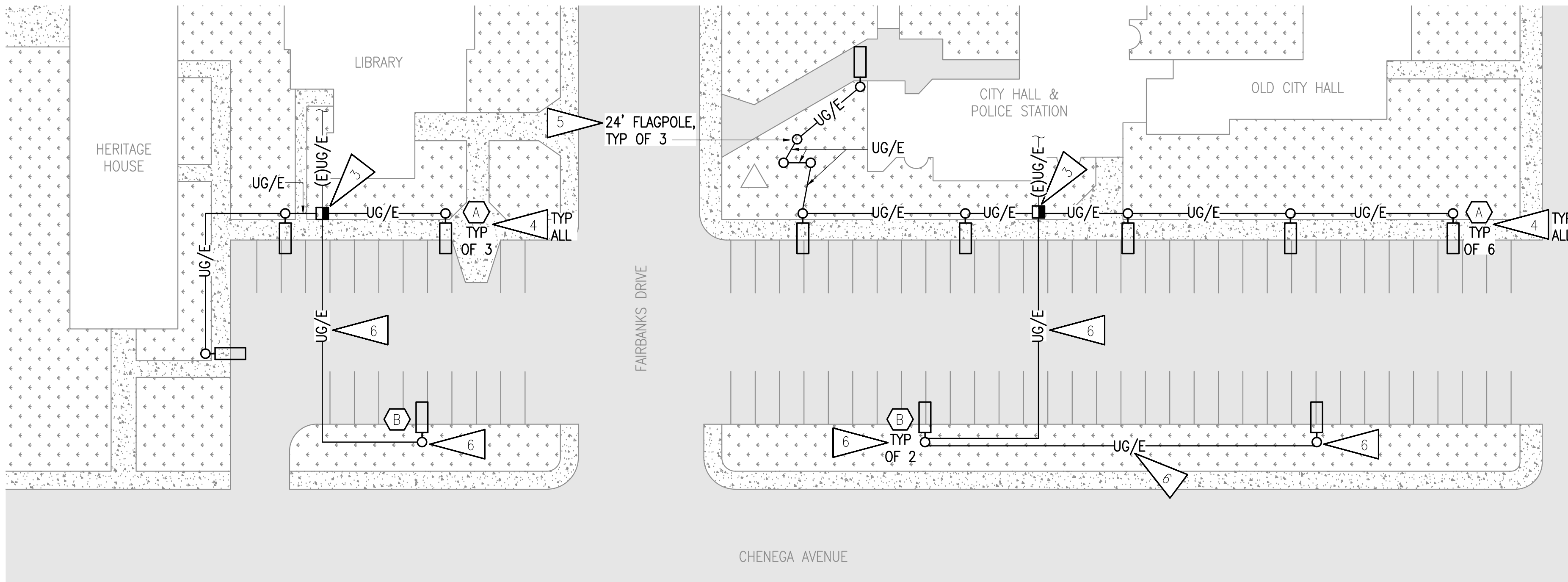
SITE LEGEND

- CONCRETE – REFERENCE THE APPLICABLE PORTIONS OF DIVISION 20 AND DIVISION 30 OF THE CITY OF VALDEZ STANDARD SPECIFICATIONS.
- ASPHALT – REFERENCE THE APPLICABLE PORTIONS OF DIVISION 20 AND DIVISION 40 THE CITY OF VALDEZ STANDARD SPECIFICATIONS.
- SOD/GRASS – REFERENCE THE APPLICABLE PORTIONS OF DIVISION 20 AND DIVISION 75 OF THE CITY OF VALDEZ STANDARD SPECIFICATIONS.
- BUILDING AS LABELED

CALL BEFORE YOU DIG
THE CONTRACTOR SHALL NOTIFY ALL AREA UTILITY COMPANIES PRIOR TO COMMENCEMENT OF EXCAVATION. THE FOLLOWING IS A PARTIAL LIST:
LOCATE CALL CENTER OF ALASKA 278-3121
COPPER VALLEY ELECTRIC ASSOCIATION 811



1 ELECTRICAL DEMOLITION PLAN
1" = 30'-0"



2 ELECTRICAL REMODEL PLAN
1" = 30'-0"



Legislation Text

File #: ORD 21-0003, **Version:** 1

ITEM TITLE:

#21-03 - Amending Title 12 of the Valdez Municipal Code by Creating Chapter 12.06 Titled Addressing and Street Naming. Second Reading. Adoption.

SUBMITTED BY: City Clerk, Planning Department, Legal Department

FISCAL NOTES:

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

RECOMMENDATION:

City Administration and the Planning and Zoning Commission recommend approval of Ordinance #21-03.

SUMMARY STATEMENT:

The attached Ordinance #21-03 sets forth policies and procedures related to street naming and addressing within the City of Valdez. While the city has general policies and procedures in place to establish addresses and street names, there has not been a formally adopted method established by City Council. Staff has prepared this ordinance in order to establish guidelines for street naming and assigning street addresses.

This ordinance was prepared by the City Clerk and Planning Department with review by the Legal, Police, and Fire Departments. The resulting document before you includes existing City of Valdez policies, best practices from other municipalities, and standards established by the National Emergency Number Association (NENA).

At their regularly scheduled meeting on February 25, 2021, The City of Valdez Planning and Zoning Commission approved a recommendation to City Council in favor of approval of this ordinance.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 21-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING TITLE 12 OF THE VALDEZ MUNICIPAL CODE BY CREATING CHAPTER 12.06 TITLED ADDRESSING AND STREET NAMING

WHEREAS, Chapter 12.06 shall establish a procedure for street naming and a uniform system of addressing for property and streets in the City of Valdez.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the following amendment is made to Title 12 of the Valdez Municipal Code:

Section 1. Chapter 12.06 is hereby created to read as follows:

CHAPTER 12.05

ADDRESSING AND STREET NAMING

Sections:

- 12.06.010 Purpose.
- 12.06.020 Applicability
- 12.06.030 Implementation and responsibilities.
- 12.06.040 Document protocol.
- 12.06.050 Address grid.
- 12.06.060 Reference point and baselines.
- 12.06.070 Grid lines and numbers.
- 12.06.080 Interval distance.
- 12.06.090 Number assignments.
- 12.06.100 Installation and display of addresses.
- 12.06.110 Street designations.
- 12.06.120 Street naming policy.
- 12.06.130 Naming of new street or naming of existing unnamed streets.
- 12.06.140 Re-naming of existing duplicate street names.
- 12.06.150 Re-naming of streets.
- 12.06.160 Street name signs.
- 12.06.170 Controversial or disputed street names.
- 12.06.180 Enforcement – violations.

12.06.010 Purpose.

This chapter further implements portions of the City of Valdez Comprehensive Plan and supplements the zoning and subdivision ordinances. Its purpose is to provide residents of Valdez with a uniform system of street naming and addressing to:

- A. Minimize future street name and addressing conflicts;
- B. Provide a database for City records and enhanced 9-1-1 services;
- C. Expedite property identification by emergency services;
- D. Establish standards for the assignment of addresses within the City of Valdez; and
- E. Comply with U.S. postal addressing abbreviation standards.

12.06.020 Applicability.

A. This chapter shall apply to all property and to all public and private streets in the City of Valdez.

B. Address number sequencing and patterns shall adhere to the National Emergency Number Association (NENA) Standards and best practices as well as the State of Alaska's 911 and Dispatch Consolidation Working Group addressing requirements. Compliance with current standard models may require the changing of non-sequential or non-conforming addresses to be compatible with current and future Enhanced 911 systems.

C. Nothing herein shall be construed or interpreted in such a manner as to prevent the Planning Department from deviating on a case-by-case basis from these standards, procedures and guidelines when deemed necessary to produce a more consistent and logical numbering system.

D. When practically possible, all newly assigned addresses will conform to the standard described in this chapter, however consideration should be given to the existing patterns and systems previously used in Valdez.

12.06.030 Implementation and responsibilities.

A. The Planning Director shall have the responsibility of administering, enforcing, and maintaining an addressing and street naming standard as defined by this chapter and have the enforcement authority for addressing on buildings as specified in VMC 16.16.160 and by the International Fire Code as adopted by the City of Valdez.

B. The Planning Director or designee shall establish uniform street address numbering procedures. The Planning Director or their designee shall assign all official street address numbers. A permanent address shall be assigned only for property that is subject to a City approved plat depicting the dedicated right-of-way serving the property.

C. Property owners are responsible for placing alphanumeric identification in accordance with Section 12.06.100, including placement of private street signs. Posting of addresses and street names must be completed prior to the issuance of a certificate of occupancy.

12.06.040 Document protocol.

For document clarity, references to all vehicle paths of travel serving three or more properties, residences, or businesses are referred to as "streets." Driveways or

other vehicle paths of travel serving less than three properties, residences, or businesses shall not be named to reduce administrative costs, but shall have addresses installed and placed as required herein to minimize the potential for confusion for emergency service providers.

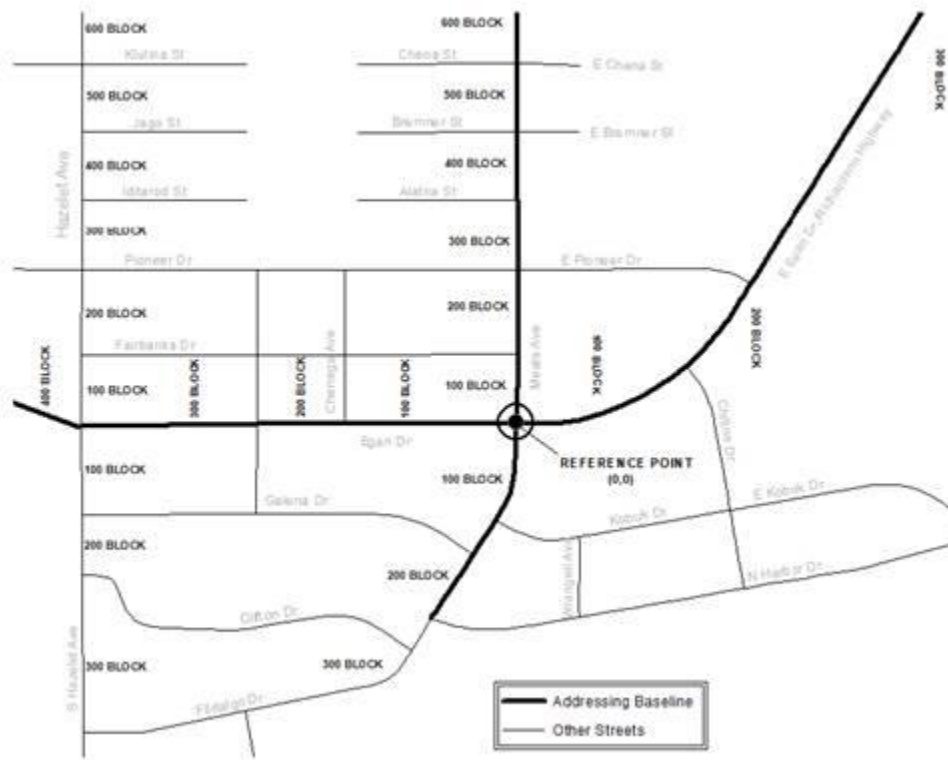
12.06.050 Address grid.

The system is based on a grid transposed over the City. A north-south and east-west axis from which grid lines extend are the base lines. The intersection of these base lines is the reference point to which all numbers will be related.

12.06.060 Reference point and base lines.

The reference point for the city's address system will be the point where the Egan Street/Richardson Highway centerline intersects with the Meals Avenue centerline. The sequence of property numbers throughout the City will extend outward from this point in four directions - north, south, east and west along the base lines. (See Figure 1)

FIGURE 1



12.06.070 Grid lines and numbers.

Grid lines are generally parallel to base lines. These lines indicate the division between blocks. Each grid line or block marks the change from one hundred to the next hundred. Grid lines are extended from one block to the next where streets do not go through as with cul-de-sacs and with curvilinear streets.

12.06.080 Interval distance.

A. The interval distance varies within the city. This is due to the variation in lot and block size. Smaller lots and blocks in the central area require a smaller interval whereas rural subdivision lots and blocks increase in size and require a greater interval distance. The following is a summary of the interval distances used:

Central Valdez	20 - foot interval
Mineral Creek Loop Road	not determined
Robe River	50 - foot interval
Alpine Woods	50 - foot interval
Richardson Highway	100 - foot interval

B. New subdivisions and development should be assigned either a 20 foot or 50 foot interval to avoid complication of the system.

C. Development along the Richardson Highway shall be assigned an address based on a 100-foot interval. "Blocks" along the Richardson Highway equal a distance of 1000 feet.

12.06.090 Number assignments.

The following is the recommended method of assigning addresses (house numbers) to different types of buildings:

A. Even numbers shall be assigned to the left side of streets and odd numbers to the right as the numbers increase outward from the reference point.

B. Street address numbers shall be based on the location of vehicular access unless a deviation is approved by the Planning Director or their designee.

C. Single family dwelling structure shall be assigned one (1) address number for the structure.

D. Duplex, townhouse or condominium located side by side shall be assigned one (1) address number for each separate residential unit entrance.

E. Duplex, townhouse or condominium with an upper and lower residential unit shall be assigned one (1) address number followed by the letter A for the ground level unit, and the letter B for the second floor unit.

F. A single multifamily dwelling structure shall be assigned one (1) number for the structure. The addresses for individual dwellings within the structure shall be three-digit numbers with the first digit representing the floor level of the entrance, and unit numbers assigned from left to right when facing the front of the structure, e.g., 151

Alatna Street, Apt. 202 (second floor apartment, second from left when facing the front of the structure).

G. Multifamily Complexes with Multiple Structures.

1. Each structure within a multifamily or multi-unit complex shall be assigned a separate numerical address.

2. Each residential unit shall have a three-digit unit number affixed adjacent to or on the main entry door; e.g., Apt. 202.

3. Multifamily complexes shall post a site plan sign at the main entrance that denotes actual building locations within the complex.

H. Business and commercial offices or complexes.

1. Businesses or offices facing the street on the ground floor with independent entrances shall be assigned one (1) address number.

2. Multiple individual businesses or offices located within a building with two or more floors shall be assigned a three-digit suite number with the first digit representing the floor level of the entrance to the suite, and the second two digits representing the unit number, beginning at 01 for the unit on the far left, when facing the front of the structure; e.g., Suite 201 will represent a second-floor office on the far left of the building when facing the front of the structure.

I. Mobile Home Parks. Mobile home parks shall submit a site plan, identifying individual space numbers, for approval by the Planning Department and in compliance with International Fire Code as adopted by the City of Valdez. Space numbers shall be a minimum of 5" in height and be made of retroreflective materials readily visible by emergency responders.

12.06.100 Installation and display of addresses.

A. Address numbers shall be located as to be readily visible by emergency responders and shall be positioned to allow exterior illumination of the numbers.

B. Address numbers shall be a minimum of 5" in height and be made of retroreflective materials. Acceptable materials are Engineer Grade Reflective material (ASTM D4956) equivalent or better. Non-reflective materials may be used if the numbers are lit by at least a 1,500 lumen white light source as to make the numbers visible from the nearest public right of way.

C. If a structure is more than 150 feet from the street, its address shall be posted at the intersection of its access street and public or private street, no less than four feet or more than six feet above the ground on a substantial, maintained support structure such as a sign or a post. The roadside address characters shall be less than 25 feet from the edge of the road. The view of an address from the street must be unobstructed and maintained. The Fire Department may approve alternative signage.

12.06.110 Street designations.

Designation of streets within the City of Valdez shall be in accordance with the following NENA standards except in the case of existing and recorded street designations:

A. Streets which have a definite north-south direction shall be designated as “avenues”. Streets which have a definite east-west directional course shall be designated as “streets”.

B. Streets which do not have a definite directional course and considered to be a secondary thoroughfare shall be designated as a “road” or “drive”.

C. Private roads shall be designated “lane” or “trail”.

D. A short drive which has its ingress and egress on the same road shall be called a “loop”.

E. A short road which returns to itself shall be designated as a “circle”.

F. The designation “boulevard” shall be reserved for long, continuous streets characterized by a broad right-of-way, with tree and turf embellishment, and carrying predominantly non-commercial traffic.

12.06.120 Street naming policy.

In selecting street names, consideration shall be given to the following:

A. There shall be no conflict of existing street names within the existing Emergency 911 jurisdictional boundary.

B. Street names of similar pronunciation and/or spelling shall be prohibited; e.g., Briar Lane, Brier Lane. The Planning Department shall coordinate with the Fire Department and Police Department to ensure compliance with this requirement.

C. Variations of the same street name with different street designation shall be prohibited within the first word of the two-word title or in the street extension; e.g., Pine Road, Pine Drive, Pine Lane.

D. No street name may consist of more than two words or contain more than 14 letters, excluding the extension; e.g., street, lane, court, etc. The City Council may approve street names with more words or letters; e.g., Martin Luther King Ave., in special situations.

E. Names shall be chosen that reflect objects or historic personages that relate to Alaska in general and to the area specifically and be commensurate with scale and location of the street or the buildings accessed by the street.

F. Roads within subdivisions submitted pursuant to the subdivision plat procedure shall have names that follow a certain theme. New streets added after the establishment of the subdivision shall have street names that follow the same theme. An existing street name shall be continued when the new road extends the alignment of an existing road.

G. Numerical names (1st, 2nd, 3rd, etc.); alphabetical letters (a, b, c, etc.); given and surnames of living persons; complicated, or undesirable names and unconventional spellings, shall be avoided.

12.06.130 Naming of new streets or existing unnamed streets.

Any new street established within the City of Valdez, or an existing unnamed street, whether public or private, shall require a street name approved by the Planning and Zoning Commission. Where streets are included on a plat, the proposed street names shall be specified on the final plat map, and shall comply with the requirements set forth in this chapter.

12.06.140 Re-naming of existing duplicate street names.

The renaming of existing duplicate street names will be required in those cases where the general health and safety of the public is at risk, i.e., where the street name impedes rapid property identification by emergency services. Where duplicate names exist, the street serving the largest number of improved properties shall retain its name. The other streets shall be renamed in accordance with the procedures set forth in this chapter with the input of abutting property owners. The Planning Department shall coordinate with the Fire Department and Police Department to ensure compliance with this requirement. The Planning and Zoning Commission shall have authority to approve all new street names established under this section.

12.06.150 Re-naming of streets.

Abutting property owners may request to officially name or re-name a street by submitting a written petition to the Planning Department on a form provided by the City. The petition shall bear the signatures of the owners of at least 51 percent of the lots, tracts, or parcels of property (excluding federal, state, public utilities, and municipal lands) served by the street to be named. The percentage of owners shall be expressed in terms of both number of properties and land area. The Planning Department shall notify all abutting property owners of the request by first class mail. Tax assessment records shall be used for owner address information. Property owners shall have 30 days to respond. The Planning Department shall give due consideration to any and all street name petitions only after all street naming requirements of this chapter are met. Street names shall not be changed by petition more than once every five years.

The Planning and Zoning Commission shall have the authority to approve all requests to rename streets under this section. Costs and fees associated with renaming of streets, including replacement of existing street signs shall be established by resolution of the city council.

12.06.160 Street name signs

The Public Works Director or their designee is responsible for erecting and maintaining public street signs at street intersections within the boundaries of the City. Property owners are responsible for erecting and maintaining private street signs.

12.06.170 Controversial or disputed street names.

The Planning Department shall have the discretion to refer any disputed street names, addressing issues, or controversial street name changes to the Planning and Zoning Commission or to the City Council for approval or resolution.

12.06.180 Enforcement – Violations.

- A. It shall be unlawful for any person to:
 - 1. Erect or install a street name sign not in accordance with this chapter;
 - 2. Remove, alter, change, or deface a street sign or address identification erected or installed as provided herein;
 - 3. Place or post addresses not in compliance with this chapter; or
 - 4. Place or post an address that is not readily visible from the street.
- B. Enforcement procedures and penalties resulting from violations of this chapter shall be administered pursuant to Chapter 1.08 of the Valdez Municipal Code.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2021.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

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

Adoption:
Yeas:
Noes:
Absent:
Abstaining:



Legislation Text

File #: ORD 21-0004, **Version:** 1

ITEM TITLE:

#21-04 - Amending Chapter 7.04 of the Valdez Municipal Code Titled Elections. First Reading. Public Hearing.

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

FISCAL NOTES:

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

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

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

In reviewing Chapter 7.04 it was determined that several sections require amendment as follows:

7.04.020 (B) Mayoral Election

Changed the term of office for Mayor to three (3) years to comply with City Charter Section 3.2.

7.04.030 Notice of Elections

Deleted language requiring publication in a newspaper and inserted language requiring reasonable notice to local media outlets and publication to the official city website.

7.04.050 Manner of making nominations, nominating petitions.

Same as 7.04.030.

7.04.070 Precincts - Polling places.

Changed Valdez Teen Center to Valdez Recreation Center.

7.04.090 Election officials - Specified - Appointment - Duties.

Due to the limited pool of qualified residents willing to serve on our election boards it is impossible to comply with this requirement. Therefore, the requirement that an election board judge be a resident of the precinct for which they are appointed has been deleted.

7.04.100 Ballots

Precinct workers shall not deny a person the right to vote. The Ballot Canvass Board will determine if a questioned ballot will be counted.

7.04.105 Write-in candidates.

Section 7.04.105 is created to provide a process for write-in candidates.

7.04.125 (B) Electronic voting system.

This section was amended to provide the proper description of voting equipment.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 21-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, AMENDING CHAPTER 7.04 OF THE VALDEZ MUNICIPAL CODE
TITLED ELECTIONS

WHEREAS, the following amendments to Chapter 7.04 of the Valdez Municipal Code hereby establish election procedures for the City of Valdez.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA THAT the following amendments are made to Chapter 7.04 of the Valdez Municipal Code:

Section 1. Chapter 7.04 is hereby amended to read as follows:

Chapter 7.04

ELECTIONS

Sections:

- 7.04.010 General provisions.
- 7.04.020 Elections-Timing of, offices elected, etc.
- 7.04.030 Notice of elections.
- 7.04.035 Informational brochures for ballot propositions.
- 7.04.040 Qualifications of electors and candidates.
- 7.04.050 Manner of making nominations, nominating petitions.
- 7.04.060 Withdrawal of declaration of candidacy petitions.
- 7.04.070 Precincts-Polling places.
- 7.04.080 Time for opening and closing polls.
- 7.04.090 Election officials-Specified-Appointment-Duties.
- 7.04.100 Ballots.
- 7.04.105 Counting of write-in votes.
- 7.04.110 Election materials and expenses.
- 7.04.125 Optically scanned ballot tabulation and other ballot counting systems-Authorized.
- 7.04.130 Use of watchers.
- 7.04.140 Delivery of precinct results.
- 7.04.150 Canvassing of votes-Declaration and certification of results.
- 7.04.160 Tie votes.
- 7.04.170 Absentee voting-Generally.
- 7.04.175 Absentee voting by electronic transmission.
- 7.04.180 Absentee and questioned ballot counting board-Procedures.
- 7.04.190 Recounts.

7.04.010 General provisions.

A. Applicability of State and Federal Laws to City Elections. No person shall violate any law of the state or of the United States of America pertaining to the calling of municipal elections or the conduct thereof, and such state and federal laws are incorporated in this chapter as if fully set out herein.

B. Conduct of Elections. City elections shall be conducted in accordance with state laws and regulations, insofar as they are applicable and are not superseded by this code.

C. Nonpartisan Requirement. All city elections are nonpartisan. (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-1)

7.04.020 Elections—Timing of, offices elected, etc.

A. Regular City Elections—Offices Elected. There shall be no primary election for the city, but only a general election, called the regular election, which shall be held annually on the first Tuesday in May, at which time the electors shall elect city council members and members of the school board to fill those vacancies which shall be created by the expiration of the term of existing city council members and members of the school board during the year immediately following the election. The election of the mayor shall also coincide with municipal elections biennially in the even-numbered years.

B. Mayoral Election. The mayor shall be elected by a direct vote of the electors of the city. ~~biennially in even-numbered years.~~ The mayor's election shall take place at the general municipal election held on the first Tuesday of May of said year, for a term of three ~~two~~ years. The mayor shall hold that office until the term has expired and the successor is elected and qualified. The candidate for appointment as mayor must also file a nominating petition with the city clerk in the form and within the time limits set forth in Section 7.04.050; except that the signatures of at least fifty electors must be affixed. If a vacancy occurs in the office of the mayor with twelve months or less remaining in the term, the mayor pro tempore shall become mayor for the completion of the unexpired term. If a vacancy occurs with more than twelve months remaining in the term, the unexpired portion of the term shall be filled at a regular or special election to be held within ninety days.

C. Special Elections. The city council may call a special election at any time upon at least thirty days' notice.

D. Holding of City Elections in Conjunction with State, etc., Elections. Nothing in this chapter shall prohibit holding a city election on the same day and by the same election personnel as a state, borough, or other public election, or submitting a city question at such an election. (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-2)

7.04.030 Notice of elections.

A. At least thirty days before each city election, regular or special, the city clerk shall provide notice to local media outlets to the extent deemed reasonable by the city clerk and post on the city website, ~~cause to be published in a newspaper of general circulation with the city, or by posting,~~ a notice of such election. The notice shall include, but is not limited to, the following:

1. The date of the election;
2. The times during which the polling places will be opened;
3. The location of the polling places;
4. Offices to which candidates are to be elected (if any);
5. The ballot titles and propositions of proposals which are to be submitted to the electors at the election (if any).

B. Failure to provide notice ~~publish such a notice~~ of election shall not affect the validity of the election or of the vote for any candidate or of any proposal; but, if caused by the city clerk, shall constitute failure to perform his official duties.

C. In addition to the above notice, the city clerk shall post on the city website ~~publish~~ in full every charter amendment, every ordinance and every other question which is to be submitted at an election. The city clerk shall give such other notice to the public as may be required by the laws of the state of Alaska or by resolution or ordinance of the city council. ~~except that in the case of a referred ordinance or resolution, a synopsis of the ordinance or resolution may be prepared and approved by the city council and published instead of the entire ordinance or resolution, if this is deemed appropriate by the city council.~~ (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-3)

7.04.040 Qualifications of electors and candidates.

A. Qualifications of Electors. Persons who have the qualifications for electors prescribed by the City Charter, Section 10.3, the State Constitution, Article 5, Sections 1 and 2, and state law shall be qualified to vote in city elections.

B. Registration of Electors. Chapter 7 of Title 15 of the Alaska Statutes as it now reads or may hereafter be amended shall constitute the laws of the city relating to registration of voters, except where Chapter 7 of Title 15 of the Alaska Statutes may conflict with the City Charter or code or may be inapplicable, in which case the City Charter or code shall prevail.

C. Qualifications of Candidates. Candidates for mayor, city council and school board must be qualified electors of the city and shall have been a resident of the city for a period of not less than one year immediately preceding the date of the filing of petition. (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-4)

7.04.050 Manner of making nominations, nominating petitions.

A. Declaration of Candidacy. At least three days before nominations are open for each regular election, the city clerk shall provide notice to local media outlets to the extent deemed reasonable by the city clerk and post on the city website ~~publish in one or more newspapers of general circulation in the city~~ a notice of offices to be filled at the election and the manner of making nominations. Declaration of candidacy forms shall be provided by the clerk and shall include provision for a statement by the candidate affirming the candidate's qualifications to fill the office to which he or she is nominated and willingness to serve if elected.

B. Nominations. Nominations for elective offices shall be by petition only. Any qualified elector of the city who has been a resident of the city for a period of at least one year immediately preceding the date of the filing of petition shall be nominated for elective office by petition of any twenty-five such electors in the case of council and school board and fifty such electors in the case of mayor.

C. Date of Filing. Nomination petitions shall be signed and filed with the city clerk not earlier than February 15th nor later than March 15th of each year; otherwise, they shall be unacceptable. Should March 15th be a Saturday or Sunday, the candidates shall have until noon on the first Monday following to file their petition.

D. Petitions.

1. Nomination petitions shall contain with each signature the residence address and mailing address of the elector giving the street and number or other description sufficient to identify it.

2. Each petition shall contain an acceptance of nomination by the nominee, together with a declaration that he will serve if elected.

3. The petitions shall be substantially in the following form:

NOMINATING PETITION

We, the undersigned electors of the City of Valdez, Alaska, hereby nominate _____ for the office of _____, to be voted for at the election to be held on the _____ of May, 20____.

Printed Name _____

Signature _____

Residence Address _____

Mailing Address _____

Date Signed _____

ACCEPTANCE OF NOMINATION

I accept the nomination for _____ and swear that I am a qualified elector as defined by City Charter and Title 15, Chapter 5 of Alaska Statutes, and agree to serve if elected.

Signature

FILING DATA

This petition is filed by _____ on the _____ day of _____, 20____, at _____ o'clock.

City Clerk

4. Within three days after the nominating petition is filed, the city clerk shall notify the candidate and the person who filed the petition whether or not it is found to be signed by the required number of qualified voters. If insufficient, the city clerk shall return it immediately to the person who filed it, with a statement certifying wherein the petition is found insufficient. Within the regular time for a filing petition, a new petition may be filed for the same candidate. The petition of each candidate nominated to elective office shall be preserved by city clerk until the expiration of the term of office for which he was nominated.

5. The city clerk shall prepare and file a certificate with the city council, stating the names of all candidates who have filed valid nominating petitions within the times required under this chapter. (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-5)

7.04.060 Withdrawal of declaration of candidacy petitions.

A nomination may be withdrawn by a candidate at any time during the period of filing a declaration of candidacy by appropriate written notice to the city clerk. However, after the filing

has closed, no declaration may be withdrawn. (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-6)

7.04.070 Precincts—Polling places.

A. Precincts. The city shall consist of three election precincts for all regular and special city elections. The boundaries of these precincts shall be as follows:

1. Precinct No. 1. That portion of the city which lies west of Hazelet Avenue;
2. Precinct No. 2. That portion of the city which lies between Hazelet Avenue and a north-south line drawn through the point where Crooked Creek crosses the Richardson Highway (Salmon Turnaround);
3. Precinct No. 3. That portion of the city which lies east of a north-south line drawn through the point where Crooked Creek crosses the Richardson Highway (Salmon Turnaround).

B. Polling Places. The polling places for the three precincts shall be as follows:

1. Precinct No. 1: Valdez Recreation ~~Teen~~ Center;
2. Precinct No. 2: City council chambers;
3. Precinct No. 3: Robe River Subdivision Fire Station. (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-7)

7.04.080 Time for opening and closing polls.

On the day of election, each election board shall open the polls for voting at seven a.m., shall close the polls for voting at eight p.m. and shall keep the polls open during the time between these hours. The election board members shall report to the polling place at six-thirty a.m. of an election day. (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-8)

7.04.090 Election officials—Specified—Appointment—Duties.

A. Supervision of Elections. The city clerk shall supervise city elections.

B. Appointment/Duties of Officials.

1. For each election precinct in the city, there shall be an election board composed of three judges appointed by the city council. Each judge shall be a qualified elector of the city. ~~and a resident of the precinct for which that judge is appointed.~~ The city council shall designate one of the judges in each board chairman of the board, and the chairman shall be primarily responsible for the administration of the election in that precinct. The city council shall also appoint from the qualified electors of the city a clerk for each precinct where it deems their services are necessary.

2. If an appointed election official is not able or is unwilling to serve on election day, the city clerk may appoint a replacement for that official.

3. The city clerk may appoint not more than four counters of ballots from among the qualified electors of the city, if needed, and if authorized by the city council. All city election personnel shall be appointed without regard to their membership in any political party.

4. The city clerk shall administer the oath prescribed for election judges to the chairman of each board, who shall then administer the oath to the remaining members of their respective boards.

C. Compensation. The council shall pay each election board member and canvass board member an hourly rate for time spent performing election duties, including the receiving of instructions and posting of notices. The hourly compensation to be paid for time spent by election officials shall be set by resolution of the city council. (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-9)

7.04.100 Ballots.

A. Preparation. The city clerk shall prepare and furnish all official ballots in city elections. Ballots shall be prepared in the manner prescribed for state elections, insofar as such requirements are applicable to nonpartisan elections. The city clerk shall perform the functions regarding ballots prescribed by law for the lieutenant governor in state elections insofar as it is appropriate.

B. Questioned Ballots.

1. If the polling place of a voter is in question, the voter shall vote a questioned ballot. Every election official and election judge shall question, and every watcher and any other person qualified to vote in the precinct may question a person attempting to vote if the questioner has good reason to suspect that the questioned person is not qualified to vote in the election. All questions regarding a person's qualifications to vote shall be made in writing, setting out the reason that the person has been questioned.

2. The questioned person, before voting, shall subscribe to an oath or affirmation of a form provided by the election official attesting to the fact that in each particular case and instance the person meets all the qualifications of a voter, is not disqualified, and has not voted at the same election. If the question is to residence within the precinct or voting area, the person shall also state the place from which that person came immediately before living in the precinct where offering to vote and the length of time of residence in the former place. After the questioned person has executed the oath or affirmation, the person may vote. If the questioned person refuses to execute the oath or affirmation, the election official shall indicate this in writing on the form. ~~person shall not vote.~~

3. A voter who casts a questioned ballot shall vote his ballot in the same manner as prescribed for other voters. After the election official or judge removes the numbered stub from the ballot, the voter shall insert the ballot into a small envelope and put the small envelope into a larger envelope on which the statement previously signed is located. These larger envelopes shall be sealed and deposited in the ballot box. When the ballot box is opened, these envelopes shall be segregated, counted, compared to the precinct and absentee voting registers ~~voting list~~ and delivered to the election canvassing board. The election canvassing board shall review and judge the validity of questioned ballots in accord with Section 7.04.180.

7.04.105 Write-in candidates.

A. A candidate may be elected to office as a write-in candidate if the write-in candidate:

1. Satisfies the qualifications as provided in Section 7.04.040 (c);

2. Receives at least twenty-five votes for city council or school board and fifty votes for mayor; and;

3. Files a Letter of Intent form with the city clerk not later than 5 days prior to the election including, but not limited to, the following information:

a. Full name of the candidate;

- b. Residence of the candidate;
- c. Mailing address of the candidate; and
- d. Office the candidate seeks.

B. In order to vote for a write-in candidate, the voter must write in the candidate's name in the space provided and fill in the oval opposite the candidate's name. In counting votes for a write-in candidate, the election official shall disregard any abbreviation, misspelling, or other minor variation in the form of the name of a candidate if the intention of the voter can be ascertained.

C. Affixing stickers on a ballot in an election to vote for a write-in candidate is prohibited.

D. Write-in votes shall be counted only if total write-in votes are:

1. The highest number of votes for the office; or
2. The second highest number of votes for the office and the difference between the total number of write-in votes and the highest number of votes for any candidate is less than 5%.

~~C. Write-in Votes.~~

~~1. In order to vote for a write-in candidate, the voter must write in the candidate's name in the space provided or place a sticker in the space and, in addition, mark the square opposite the candidate's name in the appropriate manner.~~

~~2. Stickers bearing a candidate's name may be affixed to the ballot in place of writing in a candidate's name. Stickers may not be issued by members of the election board while serving at the polls. Stickers may not be offered to voters within two hundred feet of the polling places. (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-10)~~

7.04.110 Election materials and expenses.

A. Distribution. The city clerk shall provide sample ballots, the original register, the duplicate register, if one is to be used, oaths of office of judges, challenge oaths, tally forms and supplies required for city elections, an adequate supply of official ballots, sample ballots, ballots, boxes, voting booths or screens, national flags, and all other necessary supplies and materials to the chairman of the precinct election board in adequate time before a city election.

B. Expenses.

1. The city shall pay all necessary expenses relating to the conduct of each city election, including those of securing polling places and providing all election materials and supplies, and any wages to election officials unless otherwise provided by this code.

2. The city clerk shall retain a record for auditing and payment of election expenses, including the cost of giving notice, paying election officials, purchasing of equipment and other election necessities. (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-11)

7.04.125 Optically scanned ballot tabulation and other ballot counting systems—Authorized.

A. The city clerk may provide for optical scanner or other ballot counting systems approved for use in state elections. Optical scanner or other ballot counting systems shall be conducted in accordance with state laws and regulations insofar as they are applicable and not superseded by this code. The election supervisor may establish procedures for the use of such systems.

B. **Electronic voting system.** ~~Use of Computers.~~ The city clerk shall designate the **electronic voting system** ~~computers~~ to be used in counting the ballots and may negotiate and contract with the state or a private **vendor** ~~computer service~~ for the needed ~~computer~~ services.

C. Tests and Security. No later than one week before the election, the optical scanner or other ballot counting system must be tested for accuracy in the presence of, and to the satisfaction of, the city clerk, the deputy city clerk and at least one election judge, or such other individuals as appointed by the city council. Accuracy testing shall be performed on optical scanner or other ballot counting systems prior to counting official ballots for all municipal, state and federal elections. (Ord. 14-02 (part): Ord. 98-06 § 1)

7.04.130 Use of watchers.

Any candidate for elective city office may appoint a watcher for the precinct. State law relating to watchers in state elections shall govern watchers in city elections insofar as it is applicable. (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-13)

7.04.140 Delivery of precinct results.

The precinct election board shall deliver to the city clerk one copy of the certificate of the result of the vote in the precinct, the original register, all the ballots cast, all ballots improperly marked, damaged or unlawfully exhibited, properly identified, and all oaths, affirmations and affidavits made, in one package or in one ballot box. The city clerk shall, as soon as possible, submit the certificate, the register, ballots, oaths and affirmations to the city council. (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-14)

7.04.150 Canvassing of votes—Declaration and certification of results.

The city council shall meet not less than twenty-four hours after the polls close to canvass the returns of every city election and shall complete the canvass and ascertain and declare the results thereof, as soon as practicable thereafter. The city clerk shall promptly prepare, sign and issue certificates of election, sealed with the seal of the city, to all persons elected to office and shall also certify the results of the vote on any questions submitted at the election. (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-15)

7.04.160 Tie votes.

In case of failure to elect because of a tie vote, the city council shall immediately proceed to recount the votes. If there is still a failure to elect because of a tie after completion of the recount, the election shall be determined fairly by lot from among the candidates tying, in a meeting of the city council and under its direction, in accordance with Section 10.5 of the City Charter. (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-16)

7.04.170 Absentee voting—Generally.

A. 1. Any qualified elector who registered at the last regular city election or who has registered with the city clerk or any registrar may secure and cast an absentee ballot in a city election if the elector could qualify as an absentee voter in a state election. The city clerk shall supervise absentee voting and shall issue necessary instructions regarding procedure for absentee voting to qualified applicants for absentee ballots. The city clerk shall provide the absentee ballots, inner and outer envelopes therefor, and any other forms and supplies required for the use of absentee voters.

2. Absentee voting in person and absentee voting by personal representative shall be conducted in the same manner as prescribed by state laws and regulations insofar as they are applicable and not superseded by this code.

B. Applying for Absentee Ballots.

1. Any qualified elector who is entitled to secure and cast any absentee ballot may apply to the city clerk, in person, by a personal representative or by mail or email, for an absentee ballot. An application by mail or email shall include the name of the applicant and both the address to which the absentee ballot is to be returned and the applicant's full residential address in the city.

2. The application for absentee ballot by mail or email in city elections must be received in the office of the city clerk not more than six months nor less than ten days prior to the election for which the absentee ballot is sought.

C. Marking, Returning, etc., of Ballots. Electors casting absentee ballots shall mark them, place them in the secrecy sleeve and outer envelopes and return them to the city clerk in the same manner and under the same regulations as nearly as may be, as required by law in state elections.

D. Canvassing of Absentee Votes. The city clerk shall deliver the absentee ballots cast and returned as provided in this chapter to the absentee and questioned ballot counting board as provided in Section 7.04.180(C). All absentee ballots must be returned to the city clerk prior to the close of the polls on election day. Absentee ballots received by the city clerk after the close of the polls on election day shall not be counted or canvassed. (Ord. 14-02 (part); Ord. 93-15 § 1 (part); prior code § 7-17)

7.04.175 Absentee voting by electronic transmission.

A. A qualified voter may apply for an absentee ballot to be sent by electronic transmission. Such request must be made not less than the day immediately preceding the election. Absentee ballots will be electronically transmitted to the location designated in the application. The clerk will provide reasonable conditions for electronically transmitting absentee ballots.

B. An official absentee ballot shall be issued and recorded in the absentee ballot register. The official absentee ballot shall be scanned or copied in a form suitable for electronic transmission.

C. An absentee ballot that is completed and returned by the voter by electronic transmission must:

1. Contain the following statement:

I understand that by using electronic transmission to return my marked ballot, I am voluntarily waiving a portion of my right to a secret ballot to the extent necessary to process my ballot, but expect that my vote will be held as confidential as possible.

followed by the voter's signature and date of signature; and

2. Be accompanied by a statement executed under oath as to the voter's identity; the statement under oath must be witnessed by one United States citizen who is eighteen years of age or older.

D. A voter who returns the absentee ballot by electronic transmission must return the ballot to the city clerk on or before the closing hour of the polls.

E. Receiving and Processing. When a completed absentee ballot is received by electronic transmission, the city clerk or the city clerk's designee will note the date of receipt on the absentee ballot register and, if the ballot is received on election day, the time of receipt will be recorded. The clerk will then:

1. Print and remove the ballot portion of the transmission from the portion that identified the voter;
2. The city clerk or the city clerk's designee will transfer the information from the electronically transmitted ballot to the official absentee ballot for the purpose of counting by optically scanned tabulation. A member of the city clerk's staff shall witness and attest to the accurate transfer of information. The official absentee ballot and a printed copy of the electronically transmitted ballot shall be placed in a secrecy sleeve;
3. Seal the secrecy sleeve in an outer envelope of the type used for absentee ballots returned by mail, and seal the envelope;
4. Attach the voter identification portion to the outer envelope; and
5. Forward the outer sealed envelope to the canvas board for review.

F. An electronically transmitted ballot shall be counted in the same manner as other absentee ballots, even though this procedure may reveal to one or more election officials the manner in which a particular absentee voter cast his or her ballot. However, it shall be unlawful to display an electronically transmitted ballot in a manner revealing the way in which a particular voter cast his or her ballot to any person other than the city clerk, member of the clerk's staff, an election official in the course of his or her duties, or an attorney advising the clerk on legal questions concerning the ballot. (Ord. 14-02 (part); Ord. 03-08 § 1)

7.04.180 Absentee and questioned ballot counting board—Procedures.

A. There shall be one absentee and questioned ballot counting board for the city, composed of three judges appointed by the city council. The judges shall be qualified electors of the city. The city council shall designate one of the judges chairman of the board. The city council shall also appoint from among the qualified electors of the city one or two clerks where it deems their services are necessary. The chairman of the board may appoint not more than four counters of ballots from among the qualified electors of the city, if needed and if authorized by the city council. All election personnel shall be appointed without regard to their membership in any political party.

B. On the day following an election and prior to the canvass of the election by the city council, the chairman of the absentee and questioned ballot counting board shall convene a meeting of the board. The city clerk or designee shall deliver all absentee and questioned ballots to the board.

C. The city clerk or designee and the absentee and questioned ballot counting board shall examine each absentee ballot envelope and each questioned ballot envelope and shall determine whether the voter is qualified to vote at the election and whether the ballot has been properly cast. An absentee ballot or questioned ballot may not be counted if:

1. The voter has failed to properly execute the certificate;
2. An official or the witnesses authorized by law to attest the voter's certificate failed to execute the certificate; or
3. The voter did not enclose the marked ballot inside the small secrecy envelope.

D. Any person present at the absentee and questioned ballot review may challenge the name of an absentee or a questioned voter when read from the voter's certificate on the back of the large envelope if that person has good reason to suspect that the voter is not qualified to vote, is

disqualified, or has voted in the same election. The person making the challenge shall specify the basis of the challenge in writing. The absentee and questioned ballot counting board by majority vote may refuse to accept and count the ballot of a person properly challenged under grounds listed in subsection C of this section.

E. If an absentee or questioned ballot is rejected, the city clerk shall send a copy of the statement of the challenge to the voter. The city clerk shall place all rejected absentee ballots and all rejected questioned ballots in separate envelopes with the statements of challenge. The envelopes shall be labeled "Rejected Absentee Ballots" or "Rejected Questioned Ballots" respectively, and shall be forwarded to the city council with the election certificates and other returns.

F. If an absentee ballot or questioned ballot is not rejected, the large envelope shall be opened and the small secrecy sleeve containing the ballot shall be placed in a container and mixed with other secrecy sleeves containing either absentee or questioned ballots. After all absentee or questioned ballots which have not been rejected have been placed in such a container, the secrecy sleeves shall be drawn from the container, opened, and the ballots counted according to the rules determining properly marked ballots.

G. Upon completion of the absentee and questioned ballot review, the chairman shall prepare election certificates for execution by the absentee and questioned ballot counting board and shall forward the original certificates and returns to the city council. (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-18)

7.04.190 Recounts.

A. Application. Any defeated candidate or any ten qualified electors who believe that a mistake has been made by an election official or by the city council in counting the votes in any election may make an application, in writing, to the city council for a recount of the votes from the precinct for any particular offices or on any particular question. The application shall be filed with the city clerk within twenty-four hours, excluding any Saturday, Sunday or holiday, after the city council declares the results of the vote being questioned. In case of a tie vote between two or more candidates, the city council shall recount the votes without an application.

B. Deposit. The person applying for a recount shall deposit one hundred dollars in cash or by certified check except in the case of a tie vote for candidates when no deposit shall be required. If on the recount a candidate other than the candidate who was first declared elected is declared elected or if the result of the vote on a question is reversed, or if the vote on recount is determined to be four percent or more in excess of the vote reported after the first canvass for the candidate applying for the recount, or in favor of or opposed to the question stated in the application, the deposit shall be refunded; otherwise, it shall be placed in the general fund of the city.

C. Procedure. The city council shall begin the recount within twenty-four hours after receiving the application, excluding any Saturday, Sunday or holiday, shall proceed with it as fast as practicable and shall declare the results thereof. The city clerk shall promptly issue another election certificate if a change in the results requires it. (Ord. 14-02 (part): Ord. 93-15 § 1 (part): prior code § 7-19)



Legislation Text

File #: RES 21-0014, **Version:** 1

ITEM TITLE:

#21-14 - Waiving 2021 Annual Fishing Vessel Moorage Fees for Active Commercial Fishing Vessels

SUBMITTED BY: Jeremy Talbott, Ports & Harbors Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Resolution 21-14

SUMMARY STATEMENT:

Attached is a resolution for consideration by the Valdez City Council. This resolution entails a credit/waiver of annual moorage fees for our local commercial fishing vessel owners.

This economic mitigation tactic originated during the onset of the COVID-19 Pandemic event in the spring of 2020 from the Economic Recovery Taskforce. The Economic Recovery Taskforce initially discussed, and made a recommendation to the Valdez City Council to waive all 2020 Port and Harbor moorage fees and leases.

This mitigation tactic was openly discussed at several Economic Recovery Taskforce meetings, and was presented to the Valdez City Council during a work session on June 11th 2020. The original idea of a full Port & Harbor fee waiver/credit did not gain council support during the discussion at this work session. However, council members present were potentially supportive of a more narrow scope to include local commercial businesses that were claiming a hardship due to the pandemic crisis.

The Economic Recovery Taskforce continued to narrow the scope during their taskforce level meetings and brought a new resolution specifically targeting “affected Port & Harbor commercial businesses” to the Valdez City Council on August 19th 2020.

Resolution #20-45, Waiving Fees for 2020 Commercial Moorage and Airport Lease Payments for commercial businesses claiming economic hardship related to the COVID 19 Pandemic passed with a 5-1 vote.

During the discussion of Resolution #20-45 a “motion to amend” the resolution, with an end date of August 31st 2020 for applications was proposed/moved by council member Devens and seconded by

council member Ruff. This motion failed to carry a majority.

The required qualifications for Resolution #20-45 were; a local business license prior to the event, and a letter of hardship into the Ports & Harbors Department.

The Economic Recovery Taskforce realized this would exclude most of our local Commercial Fishing Fleet who do not normally file for a State of Alaska or local business license. The Commercial fishing fleet would also have a hard time claiming a hardship due to the fact they were at the start of their fishing season when this resolution began to take shape late in the spring of 2020.

The Economic Recovery Taskforce met with representatives from the Prince William Sound Commercial Fishing Industry in the fall of 2020. During this meeting, the taskforce gained additional insight and understanding as to how the commercial fishing industry was impacted over the 2020 Commercial fishing season. Several commercial fishing captains and vessel owners stated how a credit of moorage would assist them in recovery from the COVID-19 event.

Recently several additional fishing vessel owners both local, and regional have claimed hardship via email, letters and phone calls.

Resolution 21-14 Waiving 2021 Annual Commercial Fishing Vessel Moorage Fees directly targets local commercial fishing vessel owners who have claimed a hardship due to the ongoing COVID-19 emergency event. The requirements outlined in the resolution would require the following three items to receive a refund or waiver of annual moorage fees;

- State Issued ID, with Valdez specifically being listed as place of residence.
- A letter of hardship to the Harbormaster.
- An active Commercial Fishing License for the 2020 or 2021 fishing seasons.

Based on billing addresses and customer knowledge Harbor staff expects the maximum total moorage fees waived or credited to be less than \$30,000 dollars, as the resolution currently is drafted. This estimate is based on the billing information we have for our commercial fishing vessels in the Harbor as of January 2021. (Attached is the 2021 Commercial Fishing Vessel Customer List, and highlighted are the local vessel owners staff anticipates may qualify.)

On 2/1/2021, the Ports & Harbors Commission reviewed and voted in support of this resolution with no amendments to the resolution attached.

On 2/17/2021, the Economic Development Commission met and voted in support of this resolution with no amendment recommendations to the resolution attached.

With broad input, support, and approval from the Emergency Management Team, the Ports & Harbors Commission, and the Economic Development Commission this resolution attached is ready for council consideration.

CITY OF VALDEZ, ALASKA

RESOLUTION #21-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, WAIVING 2021 ANNUAL FISHING VESSEL MOORAGE FEES
FOR ACTIVE COMMERCIAL FISHING VESSELS

WHEREAS, the Valdez City Council seeks to mitigate the long term economic impacts and financial hardships to local commercial fishing vessel owners resulting from the COVID 19 Pandemic; and

WHEREAS, a waiver or credit of 2021 commercial fishing vessel moorage fees will provide long-term relief and stability to active, local commercial fishermen in Valdez; and

WHEREAS, both the Economic Diversification and Ports & Harbors Commissions recommend waiving of annual moorage fees for those commercial fishermen which submit a claim due to the COVID 19 Pandemic.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that Harbor commercial fishing vessel annual moorage fees shall be waived effective January 1st, 2021, thru December 31st 2021.

Section 1. Commercial Fishermen wishing to apply for the waiver of annual moorage fees shall submit a letter of hardship to the Harbormaster.

Section 2. Provide proof of being an active Commercial fishing vessel by showing a valid 2020 or 2021 commercial fishing license. Provide proof of being a resident of the City of Valdez Alaska by submitting a copy of State of Alaska issued identification.

Section 3. Businesses that claimed a previous hardship in 2020 and were given a refund of their 2020 moorage will not qualify.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 6th day of April, 2021.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Harbor Commercial Fishing Moorage

2021 Fees

Business	ITEM	Amount
Sandelin LLC	Harbor Boat Slip (1)	\$2,826.60
North Pacific Marine Services	Harbor Boat Slip (1)	\$2,543.94
Big Dog Fish Company Inc.	Harbor Boat Slip (1)	\$2,779.49
Bill Crump	Harbor Boat Slip (1)	\$2,543.94
Leslie (Les) Allen	Harbor Boat Slip (1) Harbor Transient (1)	\$4,088.94
Paul Sutton	Harbor Boat Slip (1)	\$2,732.38
Sisioohl Marine Inc.	Harbor Boat Slip (1)	\$2,449.72
Robert Fischer	Harbor Boat Slip (1)	\$2,732.38
Meadows Fisheries Corp.	Harbor Boat Slip (1)	\$2,638.16
Sandelin Fisheries Inc.	Harbor Boat Slip (1)	\$2,355.50
Doug R. Jensen	Harbor Boat Slip (1)	\$2,591.05
Alan G. Kapp	Harbor Boat Slip (1)	\$2,402.61
Ray Sutton	Harbor Boat Slip (1)	\$2,355.50
Little Purser Partnership	Harbor Boat Slip (1)	\$2,119.95
Ken Vlasoff	Harbor Boat Slip (1)	\$1,601.74
Tim Hodge	Harbor Boat Slip (1)	\$1,507.52
Shark Tooth Charters	Harbor Boat Slip (1)	\$1,743.07
B.B.S. Kings	Harbor Boat Slip (1)	\$1,554.63
Ninkasi LLC	Harbor Boat Slip (1)	\$2,355.50

Business	ITEM	Amount
Northern Magic Charters	Harbor Boat Slip (1)	\$1,884.40
Nordic Marine Ventures LLC	Harbor Boat Slip (1)	\$1,978.62
Robert H Lohse	Harbor Boat Slip (1)	\$1,413.30
Fish Inc	Harbor Boat Slip (2)	\$7,820.26
Trygve Westergard	Harbor Boat Slip (1)	\$4,711.00
PWS Connection, Inc	Harbor Boat Slip (1)	\$2,826.60
Markusen Fisheries LLC	Harbor Boat Slip (1)	\$2,826.60
Matt Dohner	Harbor Boat Slip (1)	\$2,826.60
Pete Feenstra	Harbor Boat Slip (1)	\$2,826.60
SeaMount Inc.	Harbor Boat Slip (1)	\$2,826.60
Mike Durtschi	Harbor Boat Slip (1)	\$2,355.50
Ackerlund Fisheries INC	Harbor Boat Slip (1)	\$2,543.94
Seascape Inc.	Harbor Boat Slip (1)	\$2,543.94
Bosick Fisheries LLC	Harbor Boat Slip (1)	\$2,355.50
Andrew Babich	Harbor Boat Slip (1)	\$2,732.38
Hatch Family Fishing LLC	Harbor Boat Slip (1)	\$2,355.50
Thomas Lopez	Harbor Boat Slip (1)	\$2,355.50
Tom Lopez	Harbor Boat Slip (1)	\$2,355.50
Alexander Lopez Fisheries Corporation	Harbor Boat Slip (1)	\$2,355.50
Gulf Vessel Management Inc.	Harbor Boat Slip (1)	\$2,591.05
Pacific Entertainment LLC	Harbor Boat Slip (1)	\$2,449.72
Hayden Markusen	Harbor Boat Slip (1)	\$2,355.50
Jeff Markusen	Harbor Boat Slip (1)	\$2,685.27
Richard (Ricky) Corazza	Harbor Boat Slip (1)	\$2,355.50

Business	ITEM	Amount
Michael Babich	Harbor Boat Slip (1)	\$2,732.38
Robert McDonnell	Harbor Boat Slip (1)	\$2,591.05
Scirroco Inc	Harbor Boat Slip (1)	\$2,355.50
Eli Dexter	Harbor Boat Slip (1)	\$2,355.50
Justice Cousins	Harbor Boat Slip (1)	\$2,355.50
Marcus Fuller	Harbor Boat Slip (1)	\$2,355.50
Morgan Williams	Harbor Boat Slip (1)	\$2,355.50
Dustin Cline	Harbor Boat Slip (1)	\$1,978.62
Nick Crump	Harbor Boat Slip (1)	\$1,978.62
Pacific Dream Fishing INC	Harbor Boat Slip (1)	\$2,732.38
JR Janneck	Harbor Transient (1)	\$2,058.46
Parker Seafood LLC	Harbor Transient (1)	\$3,141.86
	Total	\$141,244.37

CITY OF VALDEZ, ALASKA

RESOLUTION # 21-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, WAIVING 2021 ANNUAL FISHING VESSEL MOORAGE FEES FOR ACTIVE COMMERCIAL FISHING VESSELS RESOLUTION NO. 21-xx

WHEREAS, the Valdez City Council seeks to mitigate the long term economic impacts and financial hardships to local commercial fishing vessel owners resulting from the COVID 19 Pandemic; and

WHEREAS, a waiver or credit of 2021 commercial fishing vessel moorage fees will provide long-term relief and stability to active, local commercial fishermen in Valdez; and

WHEREAS, both the Economic Diversifications and Ports & Harbors Commissions recommend waiving of annual moorage fees for those commercial fishermen which submit a claim due to the COVID 19 Pandemic; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that Harbor commercial fishing vessel annual moorage fees shall be waived effective January 1st, 2021, thru December 31st 2021

Section 1. Commercial Fishermen wishing to apply for the waiver of annual moorage fees shall submit a letter of hardship to the Harbormaster.

Section 2. Provide proof of being an active Commercial fishing vessel by showing a valid 2020 or 2021 commercial fishing license. Provide proof of being a resident of the City of Valdez Alaska by submitting a copy of State of Alaska issued identification.

Section 3. Businesses that claimed a previous hardship in 2020 and were given a refund of their 2020 moorage will not qualify.

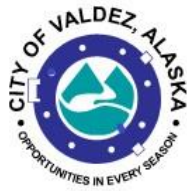
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this ___ day of _____, 2021__.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Policy Number:			
Policy Name:	City Fee Waiver Policy		
Adoption Date:	Draft	Revision Date:	
Approved By:		Expiration Date:	

1. Scope

This policy applies to all requests to City staff for waiver of City fees. Citizens have the right to make direct appeals to Council for fee waiver, however, City staff (Directors, Assistant City Managers, City Clerk) should bring forth fee waiver requests to the City Manager on behalf of citizens or businesses in adherence to the criteria set forth in the fee waiver policy.

2. Purpose / Background

The City Council periodically receives request for waiver of City fees for the purpose of relieving hardship or promoting economic development. City Council requested that City Manager develop a policy stating specific criteria for Council approval of fee waivers. City Council has the sole discretion to waive fees and the policy is adopted by City Manager to provide Council guidance on consideration of waiver of fees.

3. Policy

The purpose of the fee waiver policy is to set guidelines and criteria for specified City staff to make recommendation for waiver of any City fee. The fee waiver policy will establish criteria for when a requested fee waiver is presented to City Council for their approval or denial.

A waiver of City fees should be considered on a limited basis and should only be brought forth to Council by specified City staff in the form of a Resolution stating amount and the purpose of the fee waiver. Parties requesting fee waiver should receive the City staff fee waiver policy and be advised of their right to present fee waiver proposals directly to City Council without staff requesting such waiver.

4. Procedures

The following procedure shall be adhered to prior to requesting fee waiver.

1. The entity or individual requesting fee waiver fills out City's standard fee waiver form.

2. The fee waiver form shall provide name of entity or individual, contact information, type of fee waiver, and amount not to exceed in terms of total fee waiver.
3. Specified City staff shall create a Resolution requesting specified fee waiver in conjunction with City Clerk.
4. Resolution and application shall be presented to City Manager or Acting City Manager for their review and approval.
5. Agenda statement must be prepared outlining purpose of fee waiver.
6. Specified City staff requesting fee waiver must present item to City Council.
7. Entity or individual requesting fee waiver must also be present at Council meeting.

5. Limitations/Approvals/Responsibilities

City of Valdez staff will consider presenting waiver of fees to City Council under the following circumstances:

- 1) During times of emergency as declared by City Council. Specified staff should consider the requested fee waiver in terms of the hardship such emergency caused the party requesting the fee waiver, including but not limited to increased expenses, loss of income, delays in project implementation, or other hardship unforeseen and created due to declared emergency.
- 2) Hardship created due structure fire destroying residence, business, or non-profit organization.
- 3) The purpose of the fee waiver is a defined public purpose (applicant should define public purpose i.e. not strictly private purpose).

Fee Waivers for economic development purposes related to for-profit business shall be associated with other City Council sponsored economic development activities (i.e. tax abatements, City land sales conducted through negotiate sale, developer's agreements, and other City Council sponsored initiatives adopted via Resolution).

- 4) Total fees waivers recommended by Staff.
- 5) Fee waiver cannot exceed 25% of revenue budget of any department in a single budget year and shall not exceed over \$250,000 in overall City revenue
- 6) Fee waiver must be utilized within one-year of Resolution being approved by Council.

6. Definitions

Fees of the City are defined to include any fee or charge duly adopted by the City Council, including, but not limited to:

- Utility fees (water and sewer fees)
- Ports and Harbor fees, including moorage, rental, and other facility fees
- Planning Department fees, including building permit, zoning application, platting, temporary land use permit, land leases, and other any other fees collected and administered by the Planning Department
- Parks, Recreation, and Cultural Services fees, including facility rental, user fees, and other fees collected and administered by the Parks, Recreation, and Cultural Services Department
- Landfill and solid waste fees
- All other fees collected and administered by the City of Valdez

All Ad Valorem property tax issues are not eligible for waiver under this policy. Additionally, duly levied fines of any City department are not eligible for waiver under this policy. Lastly, City staff (in consultation with City Manager or Assistant City Manager) have the ability to resolve billing disputes without action of City Council if such dispute resolution is deemed to be reasonable accommodation that can be justified in terms of equity and City finance practices.



CITY OF VALDEZ FEE WAIVER REQUEST FORM

BUSINESS/NON PROFIT/INDIVIDUAL NAME: _____

ADDRESS: _____

PHONE: _____

TYPE OF FEE WAIVER REQUEST: _____

AMOUNT OF FEE WAIVER (NOT TO EXCEED AMOUNT): \$ _____

REASON FOR FEE WAIVER REQUEST

- FIRE: _____
- REQUEST DURING DECLARED EMERGENCY: _____
- OTHER HARDSHIP (DESCRIBE): _____

- PUBLIC PURPOSE OF FEE WAIVER: _____

CITY STAFF HANDLING FEE WAIVER REQUEST: _____

DATE OF REQUEST: _____



Legislation Text

File #: RES 21-0015, **Version:** 1

ITEM TITLE:

#21-15 - Waiving Temporary Land Use Permit Fees for Temporary Land Use Permit 21-03 for Pruhs Construction

SUBMITTED BY: Nicole LeRoy, Planning Technician

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Resolution 21-15 Waiving Temporary Land Use Permit Fees

SUMMARY STATEMENT:

Pruhs Construction has applied for temporary land use permit 21-03 for materials and equipment staging on City of Valdez property for pavement project on South Harbor Drive and Meals Avenue. This is a continuation of the work being done under the 2020 re-pavement project.

The fees for temporary land use permits are set via resolution 12-36, which states that for portions of city land less than two acres in size, a fee for use shall be \$250 monthly or \$9 pro-rated per day.

TLUP 21-03 has a term from January 1, 2021, through June 30, 2021.

Because TLUP 21-03 has provided this temporary use of City property to a contractor hired by the City, and because these fees were not specifically addressed in the contracts for each project, staff is bringing forward this resolution to waive the fees that would ultimately come back to the City for use of our properties.

Pruhs Construction received a fee waiver for temporary land use permits received last year under this project via resolution 20-58. This resolution would allow for the same waiver.

The Capital Facilities and Planning Departments are working with the City Clerk and legal team to propose an ordinance change for temporary land use permits that will provide guidance specific to the temporary use of City property during a City project.

CITY OF VALDEZ, ALASKA

RESOLUTION #21-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, WAIVING TEMPORARY LAND USE PERMIT FEES FOR
TEMPORARY LAND USE PERMIT 21-03 PRUHS CONSTRUCTION

WHEREAS, Valdez Municipal Code 17.48.140 authorizes temporary use of city property through the temporary land use permitting process; and

WHEREAS, Pruhs Construction applied for and received temporary land use permit 21-03 for materials and equipment staging on city property in conjunction with the South Harbor pavement projects; and

WHEREAS, Valdez Municipal Code 17.48.140 requires fees for temporary land use permits to be set by resolution of City Council; and

WHEREAS, fees for temporary land use permits are established by resolution 12-36 which states that for portions of city land less than two acres in size, a fee for use shall be \$250 monthly or \$9 pro-rated per day; and

WHEREAS, because temporary land use permit 21-03 authorizes use of city property for contractors hired by the city, it is in the city's best interest to waive fees related to city projects.

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

Section 1. The Valdez City Council authorizes the use fees to be waived for temporary land use permit 21-03.

Section 2. This resolution shall take effect immediately upon passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 6th day of April, 2021.

CITY OF VALDEZ, ALASKA

ATTEST:

Sharon Scheidt, Mayor

Sheri L. Pierce, MMC, City Clerk

Pruhs

Construction Company

Date: March 19, 2021

Project: Pavement Management Phase 1- South Harbor and Meals Avenue
19-310-1100

Regarding: Fee Waiver Request for Tract G Harbor Subdivision (Sea Otter Lot)

Nicole,

Pruhs would like to request a fee waiver for the Tract G Harbor Subdivision (Sea Otter Lot) for the purpose of staging material and equipment for the Pavement Management Phase 1 project that Pruhs is utilizing. The special provisions for this project identified this area as available at no charge. I have attached the page from the special provisions identifying this area.

The contract completion date is June 30, 2021, but Pruhs will likely be vacated from that area prior to that date.

Pruhs appreciates your consideration of this request.

Thank You
Sincerely,

Pruhs Construction Company LLC
Ken Radach, Project Manager



Legislation Text

File #: RES 21-0016, **Version:** 1

ITEM TITLE:

#21-16 - Authorizing the City Clerk to Dispose of Certain City Records

SUBMITTED BY: Shelley McMillen, Records Manager

FISCAL NOTES:

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

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

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

The records listed in "Attachment A" have met the requirements for destruction under the City of Valdez records retention schedule.

Records have been reviewed by originating city departments. The Clerk's office has received no objection to proceed with destruction in compliance with the retention schedule.

CITY OF VALDEZ, ALASKA

RESOLUTION #21-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, AUTHORIZING THE CITY CLERK TO DISPOSE OF CERTAIN
CITY RECORDS

WHEREAS, the records listed in 'Attachment A' are not of an historical, legal or administrative value; and

WHEREAS, the records have exceeded the retention period outlined in the City of Valdez Records Retention Schedule as approved by Resolution No. 19-45.

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

The records listed in "Attachment A", have exceeded the retention period as approved by Resolution No. 19-45, and may be destroyed by the City Clerk as provided in Section 2.76.080 of the Valdez Municipal Code.

PASSED AND APPROVED this 6th day of April, 2021.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

DESTRUCTION LIST – ATTACHMENT “A”

FINANCE –

Closed Grants – 2005 – 2017

Attorney Invoices – 2009

Miscellaneous 1099 – 2008, 2011

Travel Authorization Form – 2009

Form 1096 – 2008 - 2009

Accounts Receivable –

Credit Card Statements, Harbor Reports, Billing Invoices, Misc. Receivables – 2010

Journal Entries – December 2013 – December 2014

Bank Reconciliation, Journal Entries, Bank Statements – 2012 – 2013

Deposit Slips – 2006 – 2011 and 2013

Payroll –

Aflac Regular Plans, Child Support, Insurance, Employment Security, Mass Mutual Plans, Misc. Deductions, PERS Retirement, United Way – 2014

Timesheets – 2008, 2010 and 2014

Health Insurance Documents – 2008 – 2012

ESC, Hartford Life Insurance Co/Transaction Report, Aflac Registration/Flex, State Retirement Report/Payroll Adjustments, First National Bank Health Insurance, Federal Withholding – 2010

HARBOR –

Daily Deposits – 2013 – 2017 and 2019

Monthly Reports – 2017-2019

Hot Work Permits – December 2019, March through September 2020

Wait List Removals – 1994 – 2018

Returned Mail – 2010, 2015, 2017 and 2018

Purchase Orders – 1997-1998

Billing Requests – 2010-2011

Non-Moving Vessel Correspondence - 2008

Pollution Witness Statement – 2008

DESTRUCTION LIST – ATTACHMENT “A”

Public Record Requests – 1992-2000

Petty Cash Reimbursement Requests – 2005-2010

PLANNING –

Electronic Business Registrations – 2016

FIRE –

Business Inspection Files – 1986, 1993, 1995, 1997, 2001-2003, 2006-2008 and 2010-2015



Legislation Text

File #: 21-0193, **Version:** 1

ITEM TITLE:

Report: Amendment No. 1 to Temporary Land Use Permit #21-01 for Valdez Motor Sports Club for a Portion of USS 439 (Pipeyard)

SUBMITTED BY: Nicole LeRoy, Planning Technician

FISCAL NOTES:

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

RECOMMENDATION:

Report only.

SUMMARY STATEMENT:

On February 3, 2021, Planning Department staff received temporary land use permit application 21-01 from Valdez Motor Sports Club, Inc. to stage and operate the 120 races at a portion of USS 439 (the Pipeyard) The application was for temporary operation and staging of the youth 120 races for the dates of February 20, 2021, March 6, 2021, March 27, 2021 and April 3, 2021.

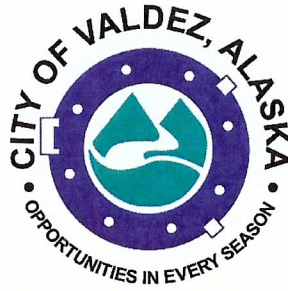
TLUP fees are established via Resolution #12-36. For the 4-day period the Valdez Motor Sports Club is utilized the area, the permit fee is \$36.00.

VMC 17.48.140 allows for the Planning Department to administratively grant temporary land permits for the use of city owned property so long as the permit shall not exceed one month (thirty-one days) in duration. The Planning Department executed a temporary land use permit to the Valdez Motor Sports Club on the 18th day of February, 2021.

On March 11, 2021 staff received a request from the Valdez Motor Sports Club to amend temporary land use permit 21-01 to add two additional dates, one for the Mayor's Cup, and one for the Sno-X races on March 20, 2021 and March 21, 2021 respectively. The amendment also includes the placement of an office trailer for use as a timing shack.

Staff worked with the Valdez Motor Sports Club to execute the attached Temporary Land Use Permit 21-01 Amendment No. 1. The amendment includes an amended Exhibit A showing the area to be used under the permit for each respective event. Following the expiration of the last date authorized under this temporary land use permit, staff will complete an inspection to close out the permit. The two additional dates under this permit will be charged at a pro-rated fee of \$9 per day, per Resolution

#12-36. The execution of this amendment was reported to the Planning and Zoning Commission on March 24, 2021.



CITY OF VALDEZ
FIRST AMENDMENT TO TEMPORARY LAND USE PERMIT AGREEMENT

Permit No. 21-01

This First Amendment to Temporary Land Use Permit Agreement is entered into this 17th day of March, 2021 by and between the CITY OF VALDEZ, an Alaska municipal corporation (hereinafter referred to as "Valdez"), whose address is P.O. Box 307, Valdez, Alaska, 99686, and VALDEZ MOTOR SPORTS CLUB, INC. (hereinafter referred to as "Permittee"), whose address is PO BOX 3689, Valdez, Alaska 99686.

W I T N E S S E T H:

A. Paragraph 2 of Permit No. 21-01 shall be deleted and replaced in its entirety to read:

2. Term and Termination. Permittee may use the Property for the purposes set forth herein on **February 20, 2021, March 3, 2021, March 20, 2021, March 21, 2021, March 27, 2021, and April 3, 2021.** Permittee shall vacate the Property immediately after the expiration of this Permit.

B. Paragraph 3 of Permit No. 21-01 shall be deleted and replaced in its entirety to read:

3. Use. **Permittee shall use the Property for staging for a track for the youth snowmobile races on February 10, 2021, March 3, 2021, March 27, 2021, and April 3, 2021 and for adult snow machine races on March 20, 2021, and March 21, 2021 and for no other purposes.** Specific buildings permitted include:

- a. Portable restrooms
- b. Office trailer

Permittee may construct a snowmobile racing course on the Property. Upon expiration of the term of this Permit, Permittee shall either demolish any course constructed on the Property. Between dates allowed by this Permit, Permittee shall restrict access to the course by placing snow berms in the locations identified in Exhibit A, attached hereto.

All participants and/or competitors participating in snowmobile racing activities shall execute a waiver of liability form approved by the City.

Use of the Property under this Permit shall conform with existing City of Valdez zoning requirements and the City of Valdez comprehensive plan. Use of the Property under this Permit shall not adversely impact public access or Valdez operations.

All fuel petroleum and other toxic products maintained, stored or used at the Property shall be stored no less than 100 feet away from the nearest surface waterbody, and contained and confined in a manner which prevents any spillage from entering the Property, including without limitation any surface waters. In the event of a fuel or other toxic product spill, Permittee shall immediately notify the Valdez office of the Department of Environmental Conservation of the same. Permittee must maintain on hand at all times sorbent materials in sufficient quantity to handle operational spills for use in the event of a fuel or other toxic product spill.

No permanent structures shall be erected on the property; and no permanent alteration of the land shall occur.

- C. Exhibit A to Permit No. 21-01 shall be deleted and replaced in its entirety with Amended Exhibit A attached hereto.
- D. All remaining terms of Permit No. 21-01 shall remain in effect.

IN WITNESS WHEREOF the parties have caused this Permit to be executed by their duly authorized officers the day and year first above written.

[SIGNATURES TO FOLLOW]

CITY OF VALDEZ, ALASKA

PERMITTEE: VALDEZ MOTOR SPORTS CLUB, INC.

By: 
Mark Detter, City Manager

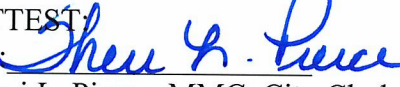
Date: 3-17-21

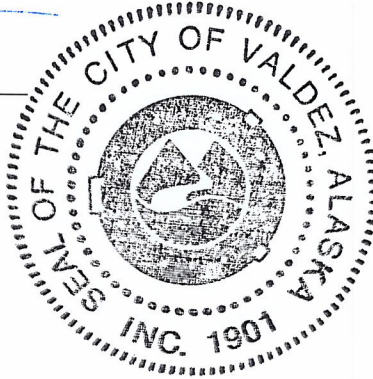
By: 
Ken Lares, President

Date: 3/16/2021

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

By: 
Jake W. Staser, City Attorney

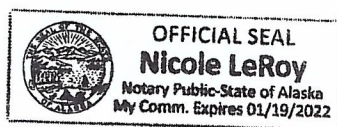
ATTEST:
By: 
Sheri L. Pierce, MMC, City Clerk

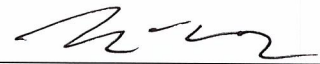


STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 16th day of March, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Ken Lares** known to me and to me known to be the individual named in and who executed the foregoing document and executed the foregoing document as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

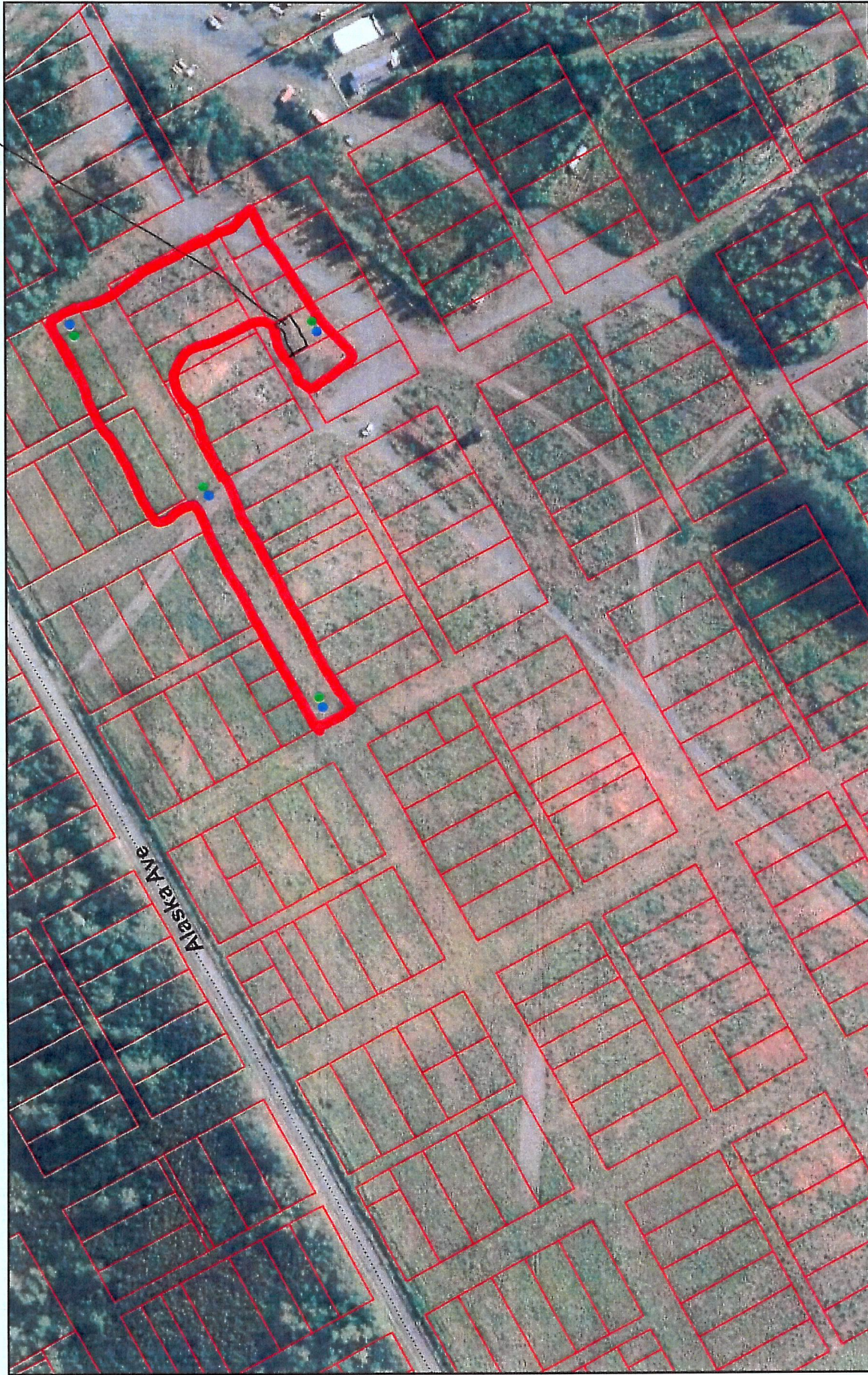



Notary Public in and for Alaska
My Commission Expires: 1-19-2022

“AMENDED EXHIBIT A”

MAYOR'S CUP SITE PLAN Pipeyard

Tim's Sketch



3/15/2021, 1:28:29 PM

COV parcels

Valdez City Limits

1:4,514

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.11 km

City of Valdez, JAP, GeoEye, Maxar

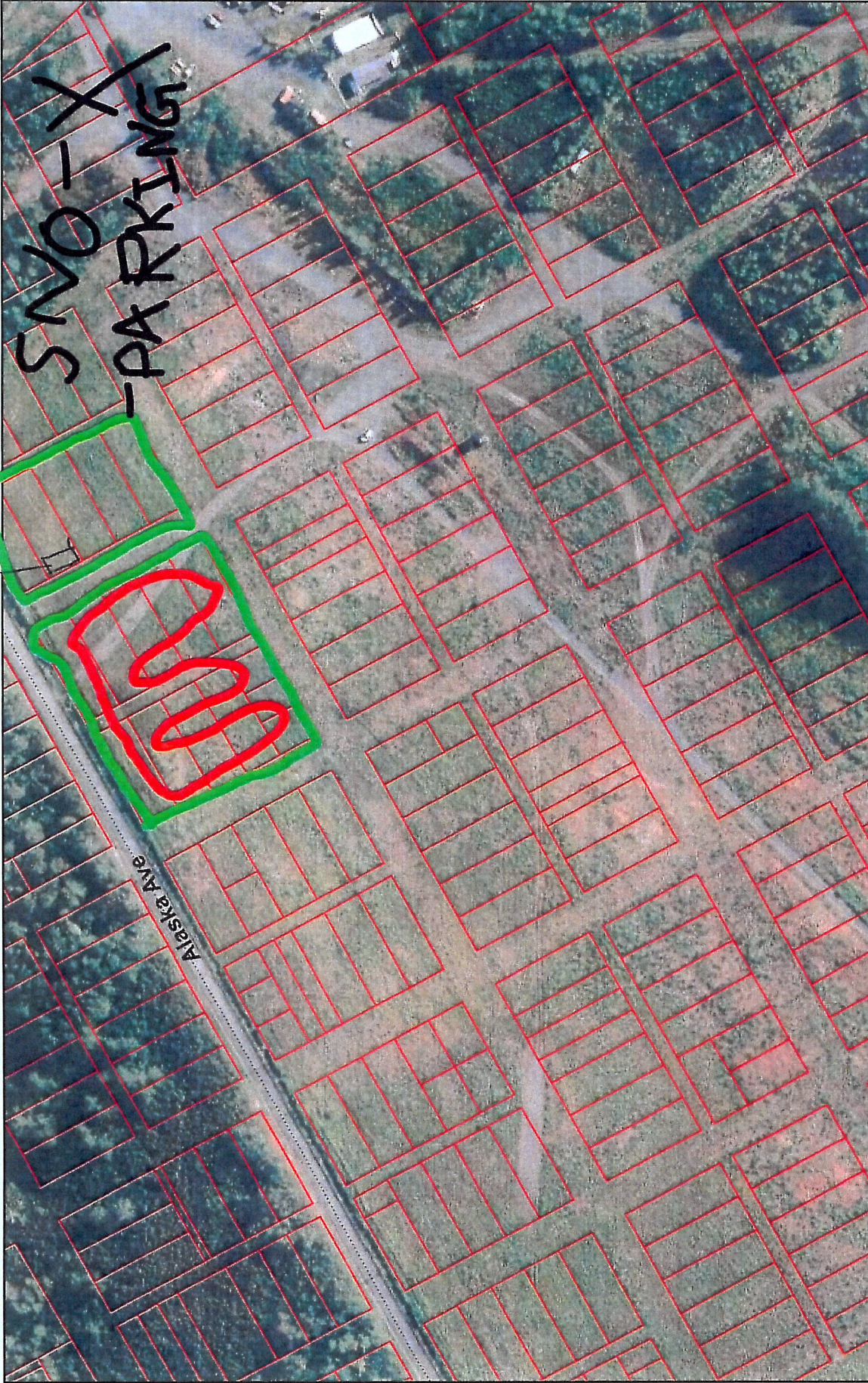
Information displayed is for informational purposes only. The City of Valdez makes no warranties, expressed or implied as to the veracity or accuracy of the information herein.

COV Planning - GIS

SNO-X SITE PLAN

Tim's Shack
Pipeyard

3/21/2021

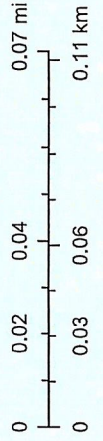


3/15/2021, 1:28:29 PM

COV parcels

Valdez City Limits

1:4,514



City of Valdez: JAP, GeoEye, Maxar

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COV Planning - GIS

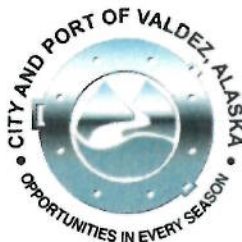


EXHIBIT A
YOUTH RACES SITE PLAN
COV Pipeyard



RECEIVED

By nleroy at 9:34 am, Feb 03, 2021



**CITY OF VALDEZ
TEMPORARY LAND USE PERMIT APPLICATION FORM**

Application Fee: \$50.00 (Non-Refundable) Waived 2017 per Resolution #12-72

File No. 21-01

Date Recv'd. 2/3/2021

Directions:

1. Please type or print legibly.
2. Please submit this application form to the Office of Community & Economic Development, P.O. Box 307, Valdez, Alaska 99686.
3. Please answer all questions on this form, or put N/A (not applicable) in the spaces provided, as the answer applies.

Applicant name: Valdez Motor Sports Club INC, Ken Lares

Mailing address: P.O. Box 3689

City, State, Zip: Valdez, AK, 99686

Daytime telephone: 907-255-2164

SIGNATURE: [Signature]

Representative name: _____

Mailing address: _____

City, State, Zip: _____

Daytime telephone: _____

Legal Description of Property Affected by Application:

Located in Township _____ Range _____ Section _____, CRM
Lot/Block/Tract/Subd. 155 455 Plat # _____
Street Address/O _____ des _____ tio _____
Tax # _____ ther _____ crip _____ n Valdez Siz Pitt Ford

Property 2 Acres
Type of business to be placed on the property: Track for 120 races

Size of temporary building(s) to be placed on the property: (1) Blue room

Duration of lease requested (6 months maximum): 2/6/21 & 2/20/21
2/20/21, 3/6/2021, 3/27/2021, 4/3/2021(see attached email)
Special lease requirements: _____

Submitted materials attached - The following submitted materials must be submitted when applying for a lease on City land.

- ✓ 1. Plot Plan -- A drawing of the proposed lease property showing:
- ✓ a. Size of lot (to scale)
 - N/A b. Placement and size of buildings, storage units, miscellaneous structures planned (to scale)
 - N/A c. Water & sewer lines, locations of septic tanks, if needed
 - N/A d. Parking spaces (numbered on the drawing with a total number indicated).
- N/A 2. Fees -- All applicable fees must be submitted prior to the execution of a lease.
- a. Application Fee (\$50.00). Covers the costs associated with processing the application (Non-refundable).

W/P 3. Liability Insurance – The Permittee shall, at its own expense, maintain and keep force during the terms of this Permit adequate insurance to protect both Valdez and Permittee against comprehensive public liability claims arising from the use of the property in the minimum limit of ONE MILLION DOLLARS (\$1,000,000) combined single limit to protect against liability for personal injury, death or property damage.

✓ 4. Financial Data – The applicant is a:

Sole proprietorship _____

Partnership _____

Corporation ✓

Other (Please explain) _____

N/A 5. Partnership Statement – If applicant is a partnership, answer the following:

a. Date of Organization _____

b. General partnership () / Limited partnership ()

c. Statement of partnership recorded? () yes () no

Where _____

d. Has the partnership done business in Alaska?

() yes () no

When _____

Where _____

e. Name, address and partnership share of each general and limited partner. If a partner is a corporation, complete page for corporation.

Limited/ General	Name	Address	Share
---------------------	------	---------	-------

f. Attach a complete copy of the partnership agreement.

✓ 6. Corporation Statement—If applicant is a corporation, answer the following:

a. Date of incorporation 1993

b. Where incorporated VALDEZ

c. Is the corporation authorized to do business in Alaska?

☒ yes

☐ no

If so, as of what date 4/17/1996

d. The corporation is held:

Publicly ☐

Privately ☒

e. If publicly held, how and where is the stock traded?

f. Furnish the name, title, and address of each officer and in addition, the same information for each principal stockholder owning more than ten percent of the corporation.

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>

g. Furnish the names of the officers specifically authorized to execute contracts and other corporate commitments under the corporate articles and/or by-laws.



COV Pipeyard



Nicole LeRoy

From: Lares, Kenneth M <KennethM.Lares@alyeska-pipeline.com>
Sent: Friday, February 12, 2021 11:34 AM
To: Nicole LeRoy; kenlares@hotmail.com; Valdez Snowmachine Club
Cc: Kate Huber
Subject: RE: 120 Races TLUP

Hi Nicole,
We managed to nail down some more dates, how would you like me to distribute between permits?

2/20 kids race
3/6 kids race
3/20 mayors cup (separate from kids course)
3/21 sno-x (on kids race course)
3/27 kids race and poker run, poker run staging at kids course parking or trap range. Not sure yet.
4/3 kids race

Thanks,
Ken

From: Nicole LeRoy <NLeRoy@ValdezAK.Gov>
Sent: Friday, February 12, 2021 10:42 AM
To: kenlares@hotmail.com; Valdez Snowmachine Club <valdezsnowclub@gmail.com>
Cc: Kate Huber <KHuber@ValdezAK.Gov>; Lares, Kenneth M <KennethM.Lares@alyeska-pipeline.com>
Subject: [EXTERNAL]: 120 Races TLUP

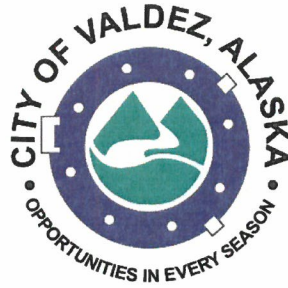
CAUTION: This email originated from outside of Alyeska. DO NOT click on links or open attachments unless you were expecting the email, recognize the sender, and know the content is safe.

Hi Ken,

I'm just checking to see if you have any additional 120 race days committed that you'd like to include with your original temporary land use permit application for 2/20 before I prepare it for execution?

Thank you,
Nicole

Nicole LeRoy
Planning Technician
City of Valdez – Planning Department
☎ 907.834.3427 | ✉ nleroy@valdezak.gov



CITY OF VALDEZ
TEMPORARY LAND USE PERMIT AGREEMENT

Permit No. 21-01

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this 18th day of February 2021 by and between the **CITY OF VALDEZ**, an Alaska municipal corporation (hereinafter referred to as “City” or “Valdez”), whose address is P.O. Box 307, Valdez, Alaska, 99686, and **VALDEZ MOTOR SPORTS CLUB, INC.** (hereinafter referred to as “Permittee”), whose address is P.O. Box 3689, Valdez, Alaska 99686.

W I T N E S S E T H:

1. Permit. Valdez hereby grants to Permittee the right and privilege to be present upon the following described real property belonging to Valdez pursuant to the terms of this Permit Agreement:

A 2-Acre Portion of USS 439
(See Exhibit “A”)

2. Term and Termination. Permittee may use the Property for the purposes set forth herein on **February 20, 2021, March 3, 2021, March 27, 2021, and April 3, 2021**. Permittee shall vacate the Property immediately after the expiration of this Permit.

3. Use. Permittee shall use the Property for staging for a track for the youth snowmobile races and for no other purposes. Specific buildings permitted include:

- a. Portable restrooms

Permittee may construct a snowmobile racing course on the Property. Upon expiration of the term of this Permit, Permittee shall either demolish any course constructed on the Property. Between dates allowed by this Permit, Permittee shall restrict access to the course by placing snow berms in the locations identified in Exhibit A, attached hereto.

All participants and/or competitors participating in snowmobile racing activities shall execute a waiver of liability form approved by the City.

Use of the Property under this Permit shall conform with existing City of Valdez zoning requirements and the City of Valdez comprehensive plan. Use of the Property under this Permit shall not adversely impact public access or Valdez operations.

All fuel petroleum and other toxic products maintained, stored or used at the Property shall be stored no less than 100 feet away from the nearest surface waterbody, and contained and confined in a manner which prevents any spillage from entering the Property, including without limitation any surface waters. In the event of a fuel or other toxic product spill, Permittee shall immediately notify the Valdez office of the Department of Environmental Conservation of the same. Permittee must maintain on hand at all times sorbent materials in sufficient quantity to handle operational spills for use in the event of a fuel or other toxic product spill.

No permanent structures shall be erected on the property; and no permanent alteration of the land shall occur.

4. Permittee Not a Lessee. No legal title or leasehold interest in the Property shall be deemed or construed to have been created or vested in Permittee by anything contained herein. The purpose of this permit is to convey a non-possession interest by the City of Valdez to Permittee in that certain property (not to exceed two acres) described in paragraph 1 above. The City of Valdez shall maintain all right, title, and interest in that Property as fee simple owner thereof, and Permittee by virtue of this Permit has only the right and privilege to be present upon the Property and to make use of it for the purpose set forth in paragraph 3 above.

5. Fee. In consideration for use of land owned by the City of Valdez, Permittee agrees to pay in advance a lump sum equal to a flat monthly fee of two hundred fifty dollars (\$250.00) per month of occupancy plus a pro-rated daily rate of nine dollars (\$9.00) per day for the number of days this permit is in effect other than a full month.

6. Insurance Requirement. The Permittee shall, at its own expense, purchase, maintain and otherwise keep in force the following insurance for the duration of this Agreement. The City shall be notified immediately prior to any termination, cancellation, or any other material change in such insurance. The Permittee shall provide the City a Certificate of Insurance prior to the commencement of any activity undertaken in connection with this Temporary Land Use Permit Agreement. Failure to provide adequate proof of insurance prior to the occupation of the Property will result in revocation of the Permit.

Event Liability Insurance: Covering the Permittee and the City for any and all claims for personal injury, bodily injury (including death) and property damage (including environmental degradation or contamination) arising from any activity occurring as a result of this Temporary Land Use Permit Agreement.

Minimum limits: \$1,000,000 Each Occurrence
 \$100,000 Damage to Rented Premises
 \$5,000 Medical Payments
 \$1,000,000 Personal & Adv Injury
 \$2,000,000 General Aggregate
 \$2,000,000 Products and Completed Operations Aggregate

The City of Valdez shall be included as an Additional Insured.

7. Maintenance. Permittee agrees to maintain the property in a neat and orderly fashion. Upon termination of this Permit, Permittee agrees to leave the premises in a neat and clean condition.

8. Mechanic's Liens. Permittee shall pay all costs for construction done by it or caused to be done by it on the Property as permitted by this Permit. Permittee agrees not to construct any permanent structures on the property.

9. Utilities. Permittee shall be solely liable for and shall timely pay when due all expenses and fees for all utilities used or consumed with respect to the Property. The Permittee shall be required to provide and maintain sanitary facilities to include, but not be limited to, port-a-potties and garbage dumpsters.

10. Exculpation of Valdez. Valdez shall not be liable to Permittee for any damage to Permittee or Permittee's property from any cause. Permittee waives all claims against Valdez for damage to persons or property arising from any reason.

11. Indemnity. Permittee shall hold the City of Valdez harmless from and against any and all damages arising out of any damage to any persons or property occurring in, on, or about the Property.

12. Condemnation. If during the term of this Permit there is any taking by condemnation of the Property or any interest in this Permit, this Permit shall terminate on the date of taking. Any condemnation award shall belong to and be paid to The City of Valdez, and Permittee hereby assigns to the City of Valdez Permittee's interest therein.

13. No Encumbrance or Assignment Permitted. Permittee shall not voluntarily encumber its interest in this Permit or in the Property or attempt to assign all or any part of the Property, or allow any other person or entity, except its authorized representatives, to occupy or use all or any part of the Property.

14. Default. The occurrence of any of the following shall constitute a default under this Permit by Permittee:

(a) Failure to pay fees when due, if the failure continues for fifteen (15) days after written notice for payment;

(b) Any default in or failure to perform any term, covenant, or condition of this Permit.

(c) Failure of the Permittee to provide proof of insurance coverage as required in Section 6 of Permit.

(d) The making of any assignments for the benefit of creditors of Permittee, the appointment of a receiver for Permittee's business, the entry of an Order for Relief as to Permittee under the United States Bankruptcy Code as now in effect or hereafter amended, the insolvency of Permittee, or any similar situation.

15. Remedies. In the event of any default by Permittee under the provisions of paragraph 14 of this Permit, all of Permittee's rights hereunder shall immediately terminate; and the City of Valdez may, in addition to any rights and remedies that it may be given by statute, common law, express agreement, or otherwise, enter and take sole possession and control of the Property.

16. Valdez' Entry on Premises. The City of Valdez shall have the right to enter the Property at any time and, in view of the fact this Permit constitutes a license on real property rather than a lease, shall at all times remain in possession of the Property.

17. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Permit. Either party may change its address by notifying the other party of the change of address. Such notices shall be deemed given when mailed irrespective of whether or not they are received.

18. Modification, Amendment, Waiver. No delay or omission in the exercise of any right or remedy of the City of Valdez on any default by Permittee shall impair such a right or remedy or be construed as a waiver. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and authorized by both parties.

19. Governing Law/Jurisdiction. This Permit shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.

20. Miscellaneous. Time is of the essence with respect to each provision of the Permit, and it shall be binding upon and inure to the benefit of the parties, their heirs, assigns, and successors in interest. The enforceability, invalidity, or illegality of any provisions of this Permit

shall not render the other provisions of this Permit unenforceable, invalid, or illegal.

IN WITNESS WHEREOF the parties have caused this Permit to be executed by their duly authorized officers the day and year first above written.

CITY OF VALDEZ, ALASKA

VALDEZ MOTOR SPORTS CLUB, INC.

By: [Signature]
Mark Dettler, City Manager

By: [Signature]
Ken Lares, President

Date: 2/18/2021

Date: 2/18/2021

ATTEST:

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

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

By: [Signature]
Jake W. Staser



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 18th day of February, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Ken Lares** known to me and to me known to be the individual named in and who executed the foregoing document and executed the foregoing document as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

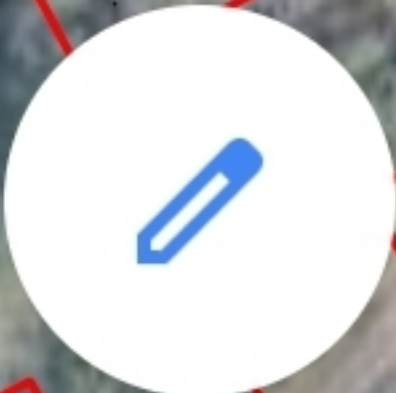


[Signature]
Notary Public in and for Alaska
My Commission Expires: 1-19-2022



EXHIBIT A

COV Pipeyard



Nicole LeRoy

From: Lares, Kenneth M <KennethM.Lares@alyeska-pipeline.com>
Sent: Friday, February 12, 2021 11:34 AM
To: Nicole LeRoy; kenlares@hotmail.com; Valdez Snowmachine Club
Cc: Kate Huber
Subject: RE: 120 Races TLUP

Hi Nicole,
We managed to nail down some more dates, how would you like me to distribute between permits?

2/20 kids race
3/6 kids race
3/20 mayors cup (separate from kids course)
3/21 sno-x (on kids race course)
3/27 kids race and poker run, poker run staging at kids course parking or trap range. Not sure yet.
4/3 kids race

Thanks,
Ken

From: Nicole LeRoy <NLeRoy@ValdezAK.Gov>
Sent: Friday, February 12, 2021 10:42 AM
To: kenlares@hotmail.com; Valdez Snowmachine Club <valdezsnowclub@gmail.com>
Cc: Kate Huber <KHuber@ValdezAK.Gov>; Lares, Kenneth M <KennethM.Lares@alyeska-pipeline.com>
Subject: [EXTERNAL]: 120 Races TLUP

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Hi Ken,

I'm just checking to see if you have any additional 120 race days committed that you'd like to include with your original temporary land use permit application for 2/20 before I prepare it for execution?

Thank you,
Nicole

Nicole LeRoy
Planning Technician
City of Valdez – Planning Department
☎ 907.834.3427 | ✉ nleroy@valdezak.gov

Nicole LeRoy

From: Valdez Snowmachine Club <valdezsnowclub@gmail.com>
Sent: Thursday, March 11, 2021 10:47 AM
To: Nicole LeRoy
Subject: [External Attachment *Caution*]-Fwd: FW: Valdez Motor Sports Club 3/20-21, 2021
Attachments: VALDEZ 3.20-21.pdf; WAIVER ADULT 2015.pdf; WAIVER MINOR 2015.pdf

I would like to modify our tluop to allow adult races the 20th and 21st. Attached is the insurance certificates



Legislation Text

File #: 21-0194, **Version:** 1

ITEM TITLE:

Report: Approval of Temporary Land Use Permit #21-02 for Pruhs Construction for Six Months, for an Approximately 1.85 Acre Portion of 1500 Airport Road Tract A ASLS 79-116, owned by the City of Valdez

SUBMITTED BY: Nicole LeRoy, Planning Technician

FISCAL NOTES:

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

RECOMMENDATION:

Report only.

SUMMARY STATEMENT:

Planning Department staff received a temporary land use permit application from Pruhs Construction for use of the City owned property at 1500 Airport Road (Tract A ASLS 79-116) for a temporary asphalt production plant, including temporary storage of equipment and materials in association with the proposed use.

This request was made retroactively to cover the continued storage of the asphalt plant on the property over the winter following the expiration of TLUP 20-11 Pruhs received in 2020. Pruhs has requested a term of six months from February 21, 2021, through July 20, 2021. Pruhs has stated that there is a possibility that they will come back to the City with a request for an additional temporary land use permit in 2021, if they are awarded City or private contracts in the area. In part, the temporary asphalt plant requested will be used to produce paving material for the completion of the South Harbor Drive repavement project in the spring, but may also be utilized for production in association with other non-city related projects in the area.

The area requested by Pruhs is leased to RSR Contracting, LLC for a gravel lease. Staff determined that the provisions of RSR Contracting's gravel lease allow for a temporary land use permit to be authorized within the lease boundary, so long as the lessee has no objection. RSR Contracting signed a submitted an acknowledgment of no adverse impact from the concurrent use by Pruhs. Staff received confirmation from RSR Contracting that they continued to have no objection to the proposed temporary use on their leased site.

The Capital Facilities Department, Police Department, Parks and Recreation, and Public Works Department were solicited for comments on the application and expressed no objection to the proposed use. Public Works Director Rob Comstock stated that Pruhs should be responsible for remediating any contamination at the area as a result of the use.

Per Valdez Municipal Code 17.48.140 B 2 e, temporary land use permit requests not to exceed six months in duration may only be granted by the Planning and Zoning Commission if the desired use is in conformance with the existing zoning and/or comprehensive plan. The property requested is zoned heavy industrial which allows for asphalt and concrete plants and indoor/outdoor storage as an allowable permitted principal use per VMC 17.38.020.

Due to the potential hazards of the temporary use requested, staff recommends that provisions be included in the permit document that hold the permittee responsible for all costs and expenses related to the use, storage, and disposal of hazardous material at the property, as well as the responsibility to remediate any potential impacts to the area.

The permit document should also include a provision stating that the permittee shall conduct all operations in compliance with all federal, state, and local laws and ordinances. This includes federal and state requirements regarding air quality.

Fees for temporary land use permits were established by City Council with Resolution #12-36 which states that "for permits not exceeding two acres in size and for a period of six months or less, the fee shall be \$250 per month; except that a pro-rated daily fee of \$9 may be paid in the case where an entire month is not used." For the period Pruhs Construction has requested, the permit cost will be \$1,500.00 for use of the area.

The Planning and Zoning Commission voted to approve this temporary land use permit on March 24, 2021. Per Valdez Municipal Code 17.48.140 B2k, if temporary land use permits are approved by the Planning and Zoning Commission, the decision will be reported to City Council. Only upon no objection from City Council will the permit become effective, after which, staff will prepare a temporary land use permit document using standard language approved by the City attorneys and include any conditions required by the Commission.



**CITY OF VALDEZ
TEMPORARY LAND USE PERMIT APPLICATION FORM**

Application Fee: \$50.00 (Non-Refundable) Waived 2017 per Resolution #12-72

File No. 21-02

Date Recv'd. 2/18/2021

Directions:

1. Please type or print legibly.
2. Please submit this application form to the Office of Community & Economic Development, P.O. Box 307, Valdez, Alaska 99686.
3. Please answer all questions on this form, or put N/A (not applicable) in the spaces provided, as the answer applies.

Applicant name: Pruhs Construction Company

Mailing address: 2193 Viking Drive

City, State, Zip: Anchorage, Alaska 99501

Daytime telephone: (907) 279-1020

SIGNATURE: 

Representative name: Ken Radach

Mailing address: 2193 Viking Drive

City, State, Zip: Anchorage, Alaska 99501

Daytime telephone: (907) 770-6814

Legal Description of Property Affected by Application:

Located in Township _____ Range _____ Section _____, CRM
 Lot/Block/Tract/Subd. _____ Plat # _____
 Street Address/Other description 1500 Airport Road
 Tax # _____ Size of Property ~1.85 acres - NL verbally confirmed same area as last year

Type of business to be placed on the property: Asphalt Plant

Size of temporary building(s) to be placed on the property: None

Duration of lease requested (6 months maximum): February 20, 2021 to ~~August 20, 2021~~ JULY - nl maximum term of 6 months per TLUP

Special lease requirements: _____

Submitted materials attached - The following submitted materials must be submitted when applying for a lease on City land.

- ☒ 1. Plot Plan – A drawing of the proposed lease property showing:
- ☐ a. Size of lot (to scale)
 - ☐ b. Placement and size of buildings, storage units, miscellaneous structures planned (to scale)
 - ☐ c. Water & sewer lines, locations of septic tanks, if needed
 - ☐ d. Parking spaces (numbered on the drawing with a total number indicated).
- ☐ 2. Fees – All applicable fees must be submitted prior to the execution of a lease.
- a. Application Fee (\$50.00). Covers the costs associated with processing the application (Non-refundable).

☒ 3. Liability Insurance – The Permittee shall, at its own expense, maintain and keep force during the terms of this Permit adequate insurance to protect both Valdez and Permittee against comprehensive public liability claims arising from the use of the property in the minimum limit of ONE MILLION DOLLARS (\$1,000,000) combined single limit to protect against liability for personal injury, death or property damage.

_____ 4. Financial Data – The applicant is a:

Sole proprietorship _____

Partnership _____

Corporation ☒ _____

Other (Please explain) _____

_____ 5. Partnership Statement – If applicant is a partnership, answer the following:

a. Date of Organization _____

b. General partnership () / Limited partnership ()

c. Statement of partnership recorded? () yes () no

Where _____

d. Has the partnership done business in Alaska?

() yes () no

When _____

Where _____

e. Name, address and partnership share of each general and limited partner. If a partner is a corporation, complete page for corporation.

Limited/

General

Name

Address

Share

f. Attach a complete copy of the partnership agreement.

6. Corporation Statement—If applicant is a corporation, answer the following:

a. Date of incorporation 2000

b. Where incorporated Alaska

c. Is the corporation authorized to do business in Alaska?

☒ yes ☐ no

If so, as of what date 2000

d. The corporation is held:

Publicly ☐ Privately ☒

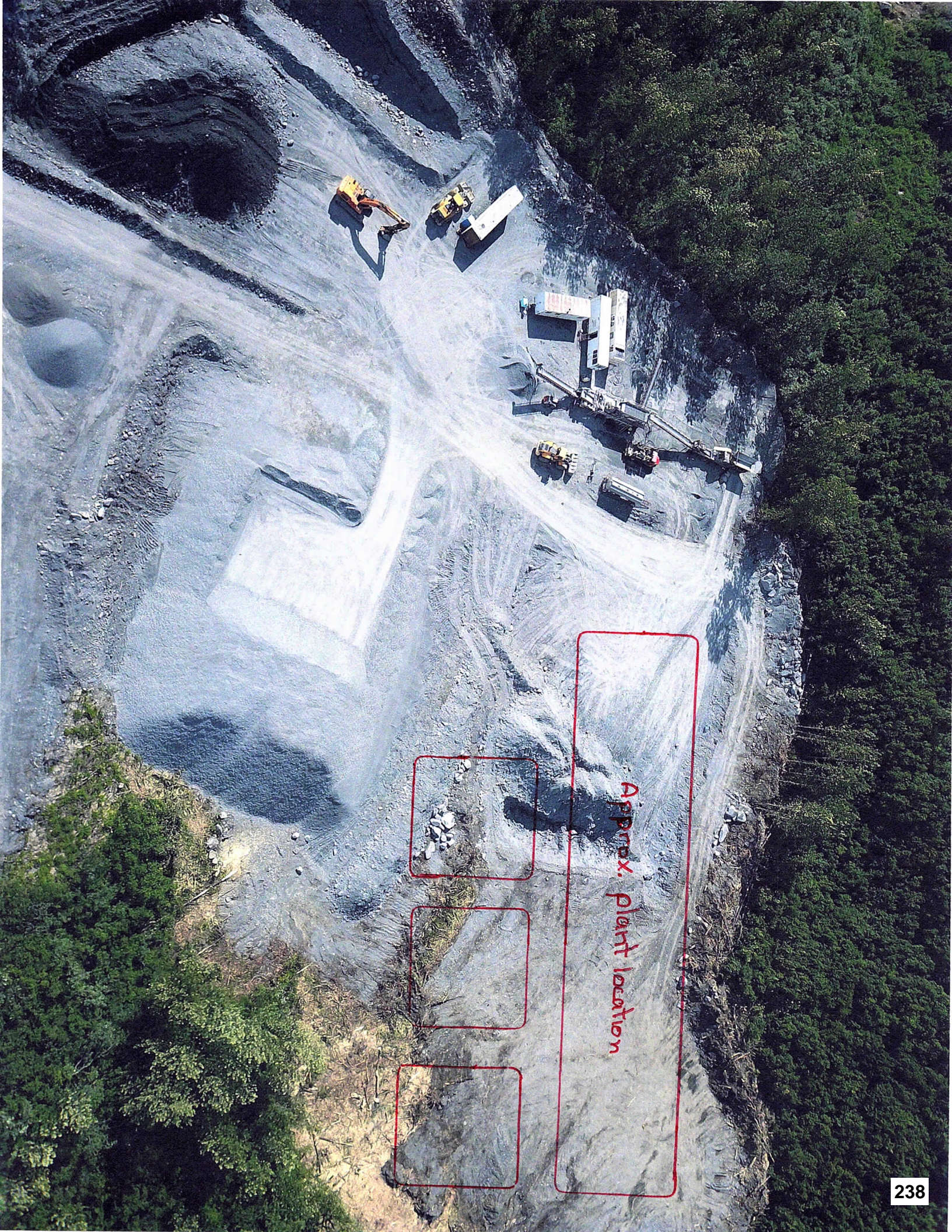
e. If publicly held, how and where is the stock traded?

f. Furnish the name, title, and address of each officer and in addition, the same information for each principal stockholder owning more than ten percent of the corporation.

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>
J. Dana Pruhs	President	2193 Viking Drive; Anchorage, Alaska 99501	

g. Furnish the names of the officers specifically authorized to execute contracts and other corporate commitments under the corporate articles and/or by-laws.

J. Dana Pruhs



Approx. plant location

ACKNOWLEDGMENT OF NO ADVERSE IMPACT

I, Roger Kipar, personally and on behalf of RSR Contracting, LLC ("RSR") hereby execute this Acknowledgment as of the 15 day of July, 2020.

WHEREAS, RSR holds a Gravel Lease with the City of Valdez executed on February 27, 2020 ("Gravel Lease") for the City owned premises identified as a 37-acre portion of Tract A, ASLS 79-116 (1500 Airport Road) more fully described in Exhibit A to the Gravel Lease ("Premises").


WHEREAS, RSR desires to allow Pruhs Construction to operate an asphalt/paving plant on the premises.

WHEREAS, Pursuant to Section 20 of the Gravel Lease, the City of Valdez retains the authority to permit compatible uses on the Premises that do not unreasonably interfere with RSR's right to use the Premises under the Gravel Lease.

NOW THEREFORE, RSR agrees as follows:

- 1) The operation of a asphalt/paving plant on the Premises will not unreasonably interfere with RSR's rights to use the premises under the Gravel Lease.
- 2) RSR is aware of the nature of the proposed use of the Premises and desires to allow such use on the Premises.
- 3) RSR hereby waives any and all claims against the City of Valdez related to the operation of a paving/asphalt plant on the Premises.

RSR Construction, LLC



Roger Kipar

Date: 07/15/2020

Nicole LeRoy

From: RSR Contracting <rsrcontracting@live.com>
Sent: Monday, March 8, 2021 4:36 PM
To: Nicole LeRoy
Subject: Re: Pruhs Construction TLUP Asphalt Plant

Hi Nicole

With this email I inform you that I have no objection with Pruth placing the asphalt plant in our gravel lease by the valdez glacier until October 2021 per your request.

Thank you

Sincerely
Roger Kipar

Get [Outlook for iOS](#)

From: Nicole LeRoy <NLeRoy@ValdezAK.Gov>
Sent: Monday, March 8, 2021 3:51:48 PM
To: RSR Contracting <RSRContracting@live.com>
Subject: Pruhs Construction TLUP Asphalt Plant

Hi Roger,

Pruhs Construction has applied for another temporary land use permit to operate an asphalt plant at 1500 Airport Road, on a portion of your leased property.

I wanted to make sure you had no objections to this continued use before bringing their application forward to Planning and Zoning Commission for review.

Let me know if you have any questions or concerns.

Thank you,
Nicole

Nicole LeRoy
Planning Technician
City of Valdez – Planning Department
☎ 907.834.3427 | ✉ nleroy@valdezak.gov

Nicole LeRoy

From: Nicholas Farline
Sent: Tuesday, March 9, 2021 11:19 AM
To: Robert Comstock; Nicole LeRoy; Nathan Duval; Bart Hinkle
Cc: Bruce Wall; Kate Huber
Subject: RE: TLUP for Pruhs Construction

Hello All,
PRCS has no objection to this TLUP.
Thanks,
Nick

Nicholas Farline, M.S., CPRE
Parks, Recreation & Cultural Services Director
City of Valdez
314 Clifton Dr
Valdez, AK 99686
O: (907) 835-2531 M: (907) 202- 0014
nfarline@valdezak.gov



From: Robert Comstock <RComstock@ValdezAK.Gov>
Sent: Tuesday, March 9, 2021 11:17 AM
To: Nicole LeRoy <NLeRoy@ValdezAK.Gov>; Nathan Duval <NDuval@ValdezAK.Gov>; Nicholas Farline <NFarline@ValdezAK.Gov>; Bart Hinkle <BHinkle@PD.ValdezAK.Gov>
Cc: Bruce Wall <BWAll@ValdezAK.Gov>; Kate Huber <KHuber@ValdezAK.Gov>
Subject: RE: TLUP for Pruhs Construction

Hi Nicole,

We are assuming that the responsibility for cleaning up any contamination of the area still remains with the gravel lease holder and the owner this TLUP..... if that is the case Public Works has no objection to this TLUP.

Sincerely,

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

From: Nicole LeRoy <NLeRoy@ValdezAK.Gov>
Sent: Monday, March 8, 2021 4:03 PM

To: Robert Comstock <RComstock@ValdezAK.Gov>; Nathan Duval <NDuval@ValdezAK.Gov>; Nicholas Farline <NFarline@ValdezAK.Gov>; Bart Hinkle <BHinkle@PD.ValdezAK.Gov>
Cc: Bruce Wall <BWall@ValdezAK.Gov>; Kate Huber <KHuber@ValdezAK.Gov>
Subject: TLUP for Pruhs Construction

Hi all,

We received the attached temporary land use permit application for operation of an asphalt plant at 1500 Airport Road from Pruhs Construction. This is the same application that was processed for Pruhs for this use last year. We wanted to solicit your comments on the proposed use before bringing the application before P&Z and City Council.

Thank you,
Nicole

Nicole LeRoy
Planning Technician
City of Valdez – Planning Department
☎ 907.834.3427 | ✉ nleroy@valdezak.gov

Nicole LeRoy

From: Bart Hinkle
Sent: Monday, March 8, 2021 4:30 PM
To: Nicole LeRoy
Subject: RE: TLUP for Pruhs Construction

No objections or issues from my end.

From: Nicole LeRoy
Sent: Monday, March 8, 2021 4:03 PM
To: Robert Comstock <RComstock@ValdezAK.Gov>; Nathan Duval <NDuval@ValdezAK.Gov>; Nicholas Farline <NFarline@ValdezAK.Gov>; Bart Hinkle <BHinkle@PD.ValdezAK.Gov>
Cc: Bruce Wall <BWall@ValdezAK.Gov>; Kate Huber <KHuber@ValdezAK.Gov>
Subject: TLUP for Pruhs Construction

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Thank you,

Nicole

Nicole LeRoy

Planning Technician

City of Valdez – Planning Department

📞 907.834.3427 | ✉ nleroy@valdezak.gov

Nicole LeRoy

From: Robert Comstock
Sent: Tuesday, March 9, 2021 11:17 AM
To: Nicole LeRoy; Nathan Duval; Nicholas Farline; Bart Hinkle
Cc: Bruce Wall; Kate Huber
Subject: RE: TLUP for Pruhs Construction

Hi Nicole,

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Sincerely,

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

From: Nicole LeRoy <NLeRoy@ValdezAK.Gov>
Sent: Monday, March 8, 2021 4:03 PM
To: Robert Comstock <RComstock@ValdezAK.Gov>; Nathan Duval <NDuval@ValdezAK.Gov>; Nicholas Farline <NFarline@ValdezAK.Gov>; Bart Hinkle <BHinkle@PD.ValdezAK.Gov>
Cc: Bruce Wall <BWAll@ValdezAK.Gov>; Kate Huber <KHuber@ValdezAK.Gov>
Subject: TLUP for Pruhs Construction

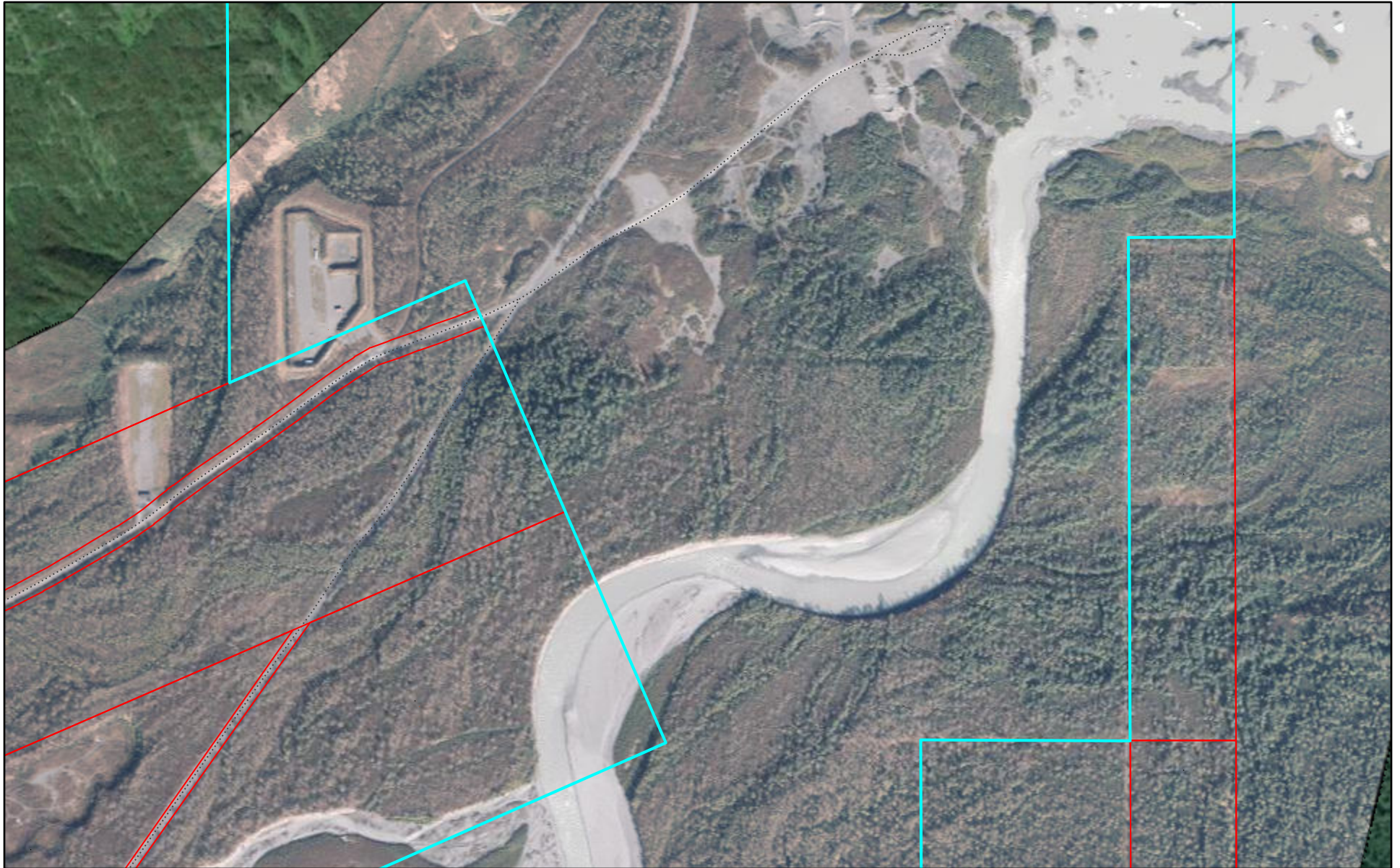
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Thank you,
Nicole


Nicole LeRoy
Planning Technician
City of Valdez – Planning Department
☎ 907.834.3427 | ✉ nleroy@valdezak.gov

TRACT A ASLS 79-116

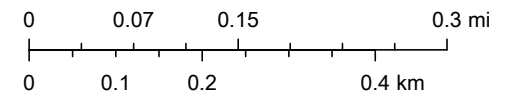


3/19/2021, 9:05:29 AM

 COVparcels

 Valdez City Limits

1:18,056



City of Valdez; JAP, GeoEye, Maxar



Legislation Text

File #: 21-0195, **Version:** 1

ITEM TITLE:

Report: Approval of Temporary Land Use Permit #21-03 for Pruhs Construction for Six Months, for a 31,250 square foot portion of 226 S Harbor Drive, Tract G, Harbor Subdivision

SUBMITTED BY: Nicole LeRoy, Planning Technician

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Report only.

SUMMARY STATEMENT:

Planning Department staff received a temporary land use permit application from Pruhs Construction for use of a 31,250 sf portion of 226 S Harbor Drive, Tract G, Harbor Subdivision (former Sea Otter RV Park) for a construction staging yard in association with the finalization of the South Harbor Drive re-pavement project. Pruhs Construction received temporary land use permit 20-04 in 2020 for this property, among others, for this same purpose.

This request came to the Commission retroactively to cover use of the property for storage of piping material that were left behind from TLUP 20-04 over the winter after their previous permit expired. Pruhs requested a term of six months from January 1, 2021, through June 30, 2021. Pruhs stated this should offer them enough time to finalize the remaining work on the project. Staff will work with Pruhs if an additional TLUP is needed to cover the use of the area as the project is completed this spring.

Public Works Director Rob Comstock, Capital Facilities Director Nate Duval, and Ports and Harbor Director Jeremy Talbot were solicited for comments on application 21-03 and expressed no objection to the use proposed (see attached comments.)

Per Valdez Municipal Code 17.48.140 B 2 e, temporary land use permit requests not to exceed six months in duration may only be granted by the Planning and Zoning Commission if the desired use is in conformance with the existing zoning and/or comprehensive plan. In reviewing temporary land use permit application 21-03, staff determined the use requested by Pruhs to be in accordance with the comprehensive plan goal to provide the maximum range of community services and facilities,

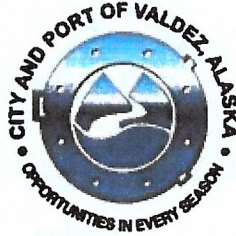
especially on a short term and temporary basis.

Fees for temporary land use permits were established by City Council with Resolution #12-36 which states that “for permits not exceeding two acres in size and for a period of six months or less, the fee shall be \$250 per month; except that a pro-rated daily fee of \$9 may be paid in the case where an entire month is not used.” For the period Pruhs Construction has requested, the permit cost will be \$1500.0. However, as was requested for TLUP 20-04 last year, Pruhs is requesting a fee waiver from City Council on the basis that the work is in conjunction with a city project. Staff is bringing that resolution forward for a decision at the April 6, 2021 Council meeting.

The Capital Facilities and Planning Departments are working with the City Clerk and legal team to propose an ordinance change for temporary land use permits that will provide guidance specific to the temporary use of City property during a City project.

The Planning Commission voted to approve this temporary land use permit on March 24, 2021.

Per Valdez Municipal Code 17.48.140 B2k, if a temporary land use permit is approved by the Planning and Zoning Commission, the decision will be reported to City Council. Only upon no objection from City Council will the permit become effective, after which, staff will prepare a temporary land use permit document using standard language approved by the City attorneys and include any conditions required by the Commission.



**CITY OF VALDEZ
TEMPORARY LAND USE PERMIT APPLICATION FORM**

Application Fee: \$50.00 (Non-Refundable) Waived 2017 per Resolution #12-72

File No. 21-03

Date Recv'd. 2/18/2021

Directions:

1. Please type or print legibly.
2. Please submit this application form to the Office of Community & Economic Development, P.O. Box 307, Valdez, Alaska 99686.
3. Please answer all questions on this form, or put N/A (not applicable) in the spaces provided, as the answer applies.

Applicant name: Pruhs Construction Company

Mailing address: 2193 Viking Drive

City, State, Zip: Anchorage, Alaska 99501

Daytime telephone: (907) 279-1020

SIGNATURE: 

Representative name: Ken Radach

Mailing address: 2193 Viking Drive

City, State, Zip: Anchorage, Alaska 99501

Daytime telephone: (907) 770-6814

Legal Description of Property Affected by Application:

Located in Township _____ Range _____ Section _____, CRM

Lot/Block/Tract/Subd. Tract G Harbor Subdivision (Sea Otter) Plat # _____Street Address/Other description 31,250 SF Portion of 228 S Harbor Drive

Tax # _____ Size of Property _____

Type of business to be placed on the property: Construction Equipment StagingSize of temporary building(s) to be placed on the property: NoneDuration of lease requested (6 months maximum): January 1, 2021 to June 30, 2021

Special lease requirements: _____

Submitted materials attached - The following submitted materials must be submitted when applying for a lease on City land.

- ☒ 1. Plot Plan – A drawing of the proposed lease property showing:
- _____ a. Size of lot (to scale)
 - _____ b. Placement and size of buildings, storage units, miscellaneous structures planned (to scale)
 - _____ c. Water & sewer lines, locations of septic tanks, if needed
 - _____ d. Parking spaces (numbered on the drawing with a total number indicated).
- _____ 2. Fees – All applicable fees must be submitted prior to the execution of a lease.
- a. Application Fee (\$50.00). Covers the costs associated with processing the application (Non-refundable).

✓ 3. Liability Insurance – The Permittee shall, at its own expense, maintain and keep force during the terms of this Permit adequate insurance to protect both Valdez and Permittee against comprehensive public liability claims arising from the use of the property in the minimum limit of ONE MILLION DOLLARS (\$1,000,000) combined single limit to protect against liability for personal injury, death or property damage.

4. Financial Data – The applicant is a:

Sole proprietorship _____

Partnership _____

Corporation ✓ _____

Other (Please explain) _____

5. Partnership Statement – If applicant is a partnership, answer the following:

a. Date of Organization _____

b. General partnership () / Limited partnership ()

c. Statement of partnership recorded? () yes () no

Where _____

d. Has the partnership done business in Alaska?

() yes () no

When _____

Where _____

e. Name, address and partnership share of each general and limited partner. If a partner is a corporation, complete page for corporation.

Limited/

General

Name

Address

Share

f. Attach a complete copy of the partnership agreement.

6. Corporation Statement—If applicant is a corporation, answer the following:

a. Date of incorporation 2000

b. Where incorporated Alaska

c. Is the corporation authorized to do business in Alaska?

☒ yes ☐ no

If so, as of what date 2000

d. The corporation is held:

Publicly ☐ Privately ☒

e. If publicly held, how and where is the stock traded?

f. Furnish the name, title, and address of each officer and in addition, the same information for each principal stockholder owning more than ten percent of the corporation.

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>
J. Dana Pruhs	President	2193 Viking Drive; Anchorage, Alaska 99501	

g. Furnish the names of the officers specifically authorized to execute contracts and other corporate commitments under the corporate articles and/or by-laws.

J. Dana Pruhs

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 1031 W 4th Ave, Suite 400 Anchorage, AK 99501 907 276-5617	CONTACT NAME: Anna Crocker	
	PHONE (A/C, No, Ext): 907 257-6372	FAX (A/C, No):
	E-MAIL ADDRESS: anna.crocker@marshmc.com	
INSURED Pruhs Construction Company LLC Pruhs Corporation 2193 Viking Drive Anchorage, AK 99501	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Charter Oak Fire Insurance Company	NAIC #: 25615
	INSURER B: Travelers Property Casualty Co of Amer	25674
	INSURER C: Markel American Insurance Company	28932
	INSURER D: Travelers Indemnity Company	25658
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DTCO6D510195COF20	10/10/2020	10/10/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Hired PhysDmg <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			8100P9122562026G	10/10/2020	10/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Physical Dmg \$ACV
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP0N8582642026	10/10/2020	10/10/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB7J09162422026G	10/10/2020	10/10/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Leased & Rented Equipment			MKLM41M0051595	10/10/2020	10/10/2021	\$600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 226 S Harbor Drive, Tract G Harbor Subdivision Sea otter(zoned light industrial)
 201 S Harbor Drive (Tract S, Harbor Subdivision) and ~ 19,293 SF of adjacent ROW on South Harbor Drive (Fishermans dock) zoned light industrial
 134 East Pioneer Drive, Lot 3 Pioneer Commercial Subdivision (zoned general commercial)
 150 Pioneer Drive, Lots 3-6, Block 25, Mineral Creek Subdivision (zoned central business district)
 (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Valdez PO Box 307 Valdez, AK 99686	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Nicole LeRoy

From: Nathan Duval
Sent: Monday, March 15, 2021 4:53 PM
To: Nicole LeRoy; Robert Comstock; Jeremy Talbott
Cc: Kate Huber
Subject: RE: Temporary land use permit application

Thanks Nicole. We have no objections to this request. As stated, it is part of the continuation/completion of the project on S. Harbor. Sea Otter was identified in the contract as a suitable lay-down & storage area.

Nathan Duval | *Assistant City Manager - Capital Facilities Director - City of Valdez* | Office (907) 835-5478 Ext. 1 | Mobile (907) 202-0683 | Fax (907) 835-5574 | **EMAIL:** nduval@valdezak.gov

From: Nicole LeRoy
Sent: Monday, March 15, 2021 4:49 PM
To: Nathan Duval <NDuval@ValdezAK.Gov>; Robert Comstock <RComstock@ValdezAK.Gov>; Jeremy Talbott <JTalbott@ValdezAK.Gov>
Cc: Kate Huber <KHuber@ValdezAK.Gov>
Subject: Temporary land use permit application

Hi all,

We received the attached temporary land use permit application for construction staging yard at 226 S Harbor Drive (sea otter) from Pruhs Construction. The requested use is in conjunction with the continuation and finalization of the S Harbor repaving project. We wanted to solicit your comments on the proposed use before bringing the application before P&Z and City Council.

Thank you,
Nicole

Nicole LeRoy
Planning Technician
City of Valdez – Planning Department
☎ 907.834.3427 | ✉ nleroy@valdezak.gov

Nicole LeRoy

From: Robert Comstock
Sent: Tuesday, March 16, 2021 9:59 AM
To: Nicole LeRoy; Nathan Duval; Jeremy Talbott
Cc: Kate Huber
Subject: RE: Temporary land use permit application

Hi Nicole,

Public Works has no objections to this TLUP.

Thank you,

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

From: Nicole LeRoy <NLeRoy@ValdezAK.Gov>
Sent: Monday, March 15, 2021 4:49 PM
To: Nathan Duval <NDuval@ValdezAK.Gov>; Robert Comstock <RComstock@ValdezAK.Gov>; Jeremy Talbott <JTalbott@ValdezAK.Gov>
Cc: Kate Huber <KHuber@ValdezAK.Gov>
Subject: Temporary land use permit application

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Thank you,
Nicole

Nicole LeRoy
Planning Technician
City of Valdez – Planning Department
☎ 907.834.3427 | ✉ nleroy@valdezak.gov

Kate Huber

From: Jeremy Talbott
Sent: Friday, March 19, 2021 10:37 AM
To: Robert Comstock
Cc: Nicole LeRoy; Nathan Duval; Kate Huber
Subject: Re: Temporary land use permit application

No issue from us at the Port/Harbor.

Jeremy

Sent from my iPhone

On Mar 16, 2021, at 9:58 AM, Robert Comstock <RComstock@valdezak.gov> wrote:

Hi Nicole,

Public Works has no objections to this TLUP.

Thank you,

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

From: Nicole LeRoy <NLeRoy@ValdezAK.Gov>
Sent: Monday, March 15, 2021 4:49 PM
To: Nathan Duval <NDuval@ValdezAK.Gov>; Robert Comstock <RComstock@ValdezAK.Gov>; Jeremy Talbott <JTalbott@ValdezAK.Gov>
Cc: Kate Huber <KHuber@ValdezAK.Gov>
Subject: Temporary land use permit application

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Thank you,
Nicole
Nicole LeRoy
Planning Technician



Legislation Text

File #: 21-0196, **Version:** 1

ITEM TITLE:

Procurement report: Contract award to Spawn Ideas for 2021 Valdez Branding Project in the amount of \$75,000

SUBMITTED BY: Martha Barberio, Economic Development Director

FISCAL NOTES:

Expenditure Required: \$75,000

Unencumbered Balance: \$75,000

Funding Source: 352-8300-55500

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

Project Description: The City of Valdez would like Spawn Ideas to help research, develop and implement a strategically driven destination brand that represents Valdez, Alaska

Rationale: One of the projects that came out of the Mayor's Task Force for Economic Recovery was for branding. The Task Force recommended that Valdez embrace a coordinated marketing program for all community assets with the goal of the program to strengthen and rebuild all segments of our economy.

Ultimately, this brand would envision marketing outreach for the Port of Valdez, Valdez Harbors, Parks and Recreation, tourism, business development, and resident recruitment/retention.

This marketing investment would start with identifying a unifying brand and developing a set of implementation plans.

Bidding: The project was advertised on the City website for 26 days beginning February 1, 2021. We received 13 proposals for this project. There was a committee of 7 stakeholders who scored all proposals and those scores were rolled up into a spreadsheet with accumulated scores. Scoring criteria were as follows: **Methodology and Approach, Qualifications and Experience, Ability to work through project timeframe, Flexibility, Cost Schedule.**

Spawn Ideas had the highest score and was awarded the bid in the amount of \$75,000.

Scheduling: All work shall be completed by December 31, 2021.

This report is filed per City Procurement Code 2.80.040



2021 Valdez **Branding Strategy** **for COVID-19 Recovery** *Brand Proposal*

qualifications & experience

FIRM INFORMATION

Spawn Ideas

510 L Street, Suite 100
Anchorage, AK 99501
907.274.9553 // spawnideas.com

Primary Contact

Karen King // President & CEO
karen.king@spawnideas.com
907.529.5611 (wireless)

Spawn Ideas is a full-service, independent, employee owned firm. As such, all staff/owners have skin in the game, making us uniquely entrepreneurial, forward thinking, accountable, and hardworking. We consistently follow what's new and necessary in research, trends, technology and capabilities, ever growing and changing given client needs and our fast-moving industry.

Spawn doesn't consider location as a barrier - for clients or staff - given efficient use of technology. Best-in-class talent is our goal with team members in Alaska (home office), Colorado, Dallas, Atlanta and Hawaii. Tools like DropBox, GChat, Workamajig (project management software), and Zoom make us a great virtual team, able to collaborate internally and with clients, successfully, from anywhere.

PROJECT TEAM



Karen King
President & CEO



Amy Adams
Senior Art Director



Roland Adams
Senior Art Director



Siobhan Johansen
Project Coordinator



Abbey Brau
Account Supervisor



Jesse Alleva
*Senior Strategist,
Market Researcher*

Find more about Spawn and read bios of each of our team members [here](#), and watch our :60 video [here](#) - we're so excited to partner with the City of Valdez on this project!

EXPERIENCE WITH BRANDING - PORTFOLIO LINK

We've included our most recent rebranding work, for the city of Wrangell, in a case study on the following page. And we demonstrate our branding experience through other highly relevant, creative and branding process examples [here](#).

case study



BRANDING WRANGELL, ALASKA (2020)

ASK

Refresh Wrangell's destination brand image to ensure that Wrangell stays relevant and top of mind for visitors amongst a stagnant travel industry following the Covid-19 pandemic. The brand should represent the city, people, and unique history of Wrangell.

DELIVERABLES

Research: Wrangell resident and visitor interviews

Branding: brand attributes, brand personality, brand promise

Design: logo and tag line development, brand guidelines, sample advertisement and web use of brand design

Brand Implementation: recommendations for community outreach planning, media placement, and measurement

BRAND OBJECTIVE

Create a destination brand for a proud, friendly community of Alaskans that want to share their home with intentional visitors looking for high-quality, active, and immersive Alaskan experiences.

CHALLENGE

Wrangellites are a small, proud community. They love where they live and want to share it with people who want to experience it – not *tourists*, but *visitors* – the right visitors. Many Wrangell residents had strong opinions on how their community should be represented to the world and who it would attract, e.g., visitors to Wrangell should be interested in the history and community. They should care less about selfies and tchotchkes and would happily share a beer with a local they met on the docks.

Spawn spent time in Wrangell, worked with community leaders and spent time with residents willing to share their opinion. We got fluent on Wrangell, and identified a brand that not only captured the spirit and hospitality of the community, but also the beauty and rugged, real Alaska that Wrangell delivers.

RESULTS

We have permission to share this case study, though Wrangell's new brand has not yet been made public. Presently, the WCVB is working on brand launch and web development plans for Spring 2021. The success we've seen comes from the mostly volunteer board we worked directly with to develop the brand. Their happiness and excitement about the new brand tells us we hit the mark in finding the balance between elusive and friendly; historic and bold. The conversations that Jesse Alleva, our research strategist, had with the community allowed him acceptance as a sort of an honorary Wrangellite, and win over their trust that Spawn Ideas, as partner, could help Wrangell to not just bring in tourists, but bring true visitors.

METHODOLOGY AND APPROACH

Valdez is at an inflection point. In many ways, the city has always been a crossroads: the terminus of the Pipeline and the beginning of Alaska oil southward via barge, the meeting of the Chugach mountains and Prince William Sound, a place nearly spoiled by one of the largest oil spills in history and yet containing endless unspoiled scenery and wildlife. Once again, today, Valdez is determining where it wants to go and what it wants to be – for residents and visitors. Do you want to be the Gateway to the Interior? Gateway to Prince William Sound? Do you want people to “Discover Valdez?” As the city charts a course for the future with its comprehensive plan, it may seem that starting all over with a branding process is a mistake.

We agree – and we have a solution. We know that Valdez has been engaged, focus grouped, and questioned to death by branding and other experts. What can possibly be different this time around? The good news? We believe you’re almost there.

Instead of starting over, we plan on building upon previous research. As a former Valdez councilman put it, “Anyone who has lived here already knows the strengths and weaknesses of Valdez. It seems rhetorical that we are asking ourselves the same question and getting the same answer.” Touché. That’s why Spawn will do more than simply capture or summarize our research. We’ll do the hard work of finishing the job, uncovering insights and distilling what we learn into a unified message about Valdez that shows value and impact. We understand that given previous rebranding efforts and the devastating effect of COVID-19 on Valdez, this needs to be a wise investment that shows true ROI. Guided by the Branding Committee and informed by the public, we will ensure that Valdez is at the front of the line with a unified message when the world recovers from COVID-19.

We Don’t Do One-Size-Fits-All Templated Branding

Our approach is customized for Valdez and, as such, doesn’t recreate the wheel. Your destination/city is distinct from other projects, period. And even more so in its history of consulting projects, with brand research that may be sitting on the shelf. It would be folly and arrogance if we didn’t use what’s been done to get a head start on this project.

Valdez, with its new harbor, Meals Hill project and COVID-19, has seen recent change. So Spawn will work to fill in the gaps from previous branding efforts with a modicum of targeted research on our own, e.g., better engaging the Alaska Native community with this new effort. And we’ll pay special attention to the VCVB, Port, Harbor, Parks and Recreation and other Valdez economic engines.

You’ve already done so much of the work (interviews, group meetings, public forums) and finding reports exist. So, importantly, we offer a branding process in which Valdez will see more strategic branding creative assets sooner – things like brand promises, attributes, concepts – logo, look and feel, and a tagline. We will present your recommended brand identity with sound rationale, then gather feedback on these tangible assets from the Branding Committee and the public to revise and/or polish them for further comment and development. Valdez needs to see progress quickly and your timeline demands it.

HOW IT WORKS: COMMUNITY ENGAGEMENT

“Nothing about Valdez, without Valdez.” A post on the Valdez Bulletin Board Facebook group suggested this process be bottom-up rather than top-down. With guidance from the Branding Committee, here is our three-fold engagement process outline:

- 1. **Engage the Branding Committee.** We will meet with this group early about the rebranding plan, their role and process milestones. These top-down insiders will help guide our effort. From this group, we will compile a list of candidates that represent outsiders for semi-structured interviews to capture insights, perceptions and recommendations.
- 2. **Assess Stakeholder Individual and Group Research to Date.** Avoid repetition. Supplement with additional research prudently, respecting those who’ve already done so much work.
- 3. **Inform and Engage the Community.** This group represents the bottom-up insiders. A place brand is co-created by the community, so it is important the community be engaged with the process. We will be transparent in our efforts, accessible to the Valdez community and will also engage underrepresented groups whose voices may not have been heard in previous branding efforts. Expect action and deliverables rather than just reports and summaries.
 - As part of this effort, we’ll create and consistently update a public-facing website that tracks rebranding progress and solicits community feedback.

KEY NEEDS: METHODOLOGY/APPROACH

- All previous branding research not available publicly.
- List of insiders and contact information for engagement. Potential stakeholders include city government, Alaska Native leaders, Parks and Recreation, Harbor officials, Port of Valdez officials, tourism, writers and artists, previous visitors, and the fishing community, business owners and other resident leaders.
- Input and approval regarding website development for the project
- Together, we’ll develop a clear understanding of the Branding Committee’s participation (level of engagement), and project milestones, deadlines, community engagement, reporting, and outcomes.

Throughout this proposal, teal-blocked or bolded areas/lines indicate Scope of Work (SOW) needs/participation requested of the Branding Committee (RFP VII E). See final page of this proposal for percentage of Spawn's time dedicated to key areas of your SOW like Community Engagement, Research and Assessment, etc.

HOW IT WORKS: RESEARCH AND ASSESSMENT

1. Audit the current Valdez brand, competitors and stakeholders.

- We have access to several reports from current/previous comprehensive plan efforts. We will audit these, and any other past Valdez branding research/resources, to form a clearer understanding of place (as determined by stakeholders), and determine where there are holes in the research.
- We will use data mining software on visitor-generated content to further capture stakeholder opinions. We scrape content from sites such as TripAdvisor, Facebook and other social media and analyze sentiment, frequency of keywords and model topics.
- With the Branding Committee, we'll determine key Valdez competitors (tourism, Port, Harbor, etc.), and review competitor messaging and marketing strategies.
- And we regularly consult with American Association of Advertising Agencies and other research resources for greater understanding of consumer attitudes, preference and behaviors that impact engagement with the Valdez brand.

2. Conduct semi-structured interviews. We will conduct 15-18 semi-structured interviews with stakeholders, striving for equitable views. We'll hear from as many diverse audiences as time and budget allow, especially from underrepresented groups who may have been absent from previous research efforts. Coalescing all around the new brand is essential to its success.

3. Visit Valdez. Since a brand is the promise of an experience, we want to explore what Valdez has to offer – through new eyes. Though many of us have experienced Valdez over multiple visits, we will visit again, being extra careful given COVID-19. But on the ground and face-to-face best serves our research philosophy that “if you want to know how and why people do the things they do, the best people to learn from are the doers themselves, and the best place to learn is where the doing gets done.”

KEY DELIVERABLES: RESEARCH AND ASSESSMENT

- Creation and curation of project website
- Analysis and synthesis of previous research and presentation to Branding Committee for input
- Complete market research plan to address gaps in previous research
- Semi-structured questionnaire guide and survey
- Post-interview transcripts and analysis into a market research report

Why doesn't Spawn recommend focus groups?

We think Valdez may be focus grouped to exhaustion. Focus groups are an excellent market research tool. However, they can be problematic when flexibility is needed since scheduling these groups to meet the timeline of participants can affect timelines and increase costs. In addition, they don't always encourage participants candidness, especially in a smaller-town focus group setting. Finally, increasing the number of participants in focus groups decreases depth of conversation, just skimming the surface of possible learning and insights. All that said, with your additional input about the community's needs, we may host some community feedback sessions at the creative strategy and concepts stage of rebranding.

HOW IT WORKS: BRAND DEVELOPMENT

SWOT analysis. Since we believe that a SWOT already exists from previous research, we will seek to update it given any changes since its creation.

Strategic Marketing Tools. We develop stakeholder fluency to optimize brand effectiveness. Data and human insights are essential to creating credible and actionable audience personas and customer journeys, so go deep to get to know audiences through smart marketing tools such as these:

Jobs to Be Done: People hire solutions for their problems through a process marketers and social scientists call “jobs to be done.” A family visiting Valdez might want to solve a social “job” like “feeling connected.” There are many different solutions that the family could “hire” to help them, so when we understand their “job” we’re better able to persuade them to choose Valdez as a solution.

Audience Modes: Modes are mindsets or behaviors that people get into in order to get a “job” done (yield the best productivity or enjoyment in the moment). People differ in perceptions, associations, and values, yet are surprisingly universal in their modes. Examples: While fishing, a person might be in “harvesting” mode, or “killing time” mode. When kayaking, they might be in “relaxing” mode, “daddy” mode or “disconnecting” mode. Choosing the right message for the right mode helps brands connect deeply and valuably with people – often across audiences.

Brand Identity/Image. We’ll reveal stakeholder insights – human attitudinal and behavioral truths about your distinctive brand. Beyond facts, these insights are derived from the careful and thorough inquisition and observation described in the work above, and are foundation elements of your brand creative brief. The brief, to be approved by the Branding Committee, will also include Spawn’s recommendations on the Valdez brand promise and differentiated position, brand attributes, values and personality.

Brand Concepts. The approved brief is then presented to our talented creative staff for brand concept development. Three to five initial concepts will be presented to the Committee, each with look and feel imagery, and recommended brand story and taglines. With the Committee’s input, we’ll narrow to 2-3 creative directions for public testing/feedback.

Engagement and Testing.

1. Public-Facing Branding Website

We’ll keep those interested in Valdez brand development in the know through a public-facing website as the brand promise, position and other assets are created. The goal is an iterative and inclusive process in which we can quickly explore options with brand users.

This simple site will:

- Outline the rebranding process
- Report out on research findings
- Show Spawn’s work developing conceptual brand directions
- Test/collect public feedback via survey(s) on brand identity and creative concepts, taglines, logos, etc., as the brand is developed
- Offer FAQ’s and contact us outreach

2. Community Presentation

In addition to surveys and other input-resources fielded on the site, we may also host a community feedback session to present and test final brand deliverables. Offering context and guidance for providing input will generate the most useful information.

KEY DELIVERABLES: BRAND DEVELOPMENT

- SWOT Analysis
- Identification of modes and strategic insights
- Creative brief
- Brand Identity: promise, position, attributes, values and personality/voice
- 3-5 conceptual ideas, narrowed to 2-3 brand concepts, publicly tested
- Final brand identity including brand dress (look and feel imagery, logo, tagline, story)

HOW IT WORKS: BRAND IMPLEMENTATION/ADOPTION

Once the rebranding elements are finalized, a new phase of work begins for the Valdez community. Earlier community engagement will have created interest and ownership. Now it's time to socialize the new brand, broadly. This means presenting the brand, with the context of the rebranding process, to stakeholders, often multiple times. These audiences need to know (1) how to be champions of the brand and (2) what's in it for them that will help them achieve their objectives (e.g., Harbor, Port, Parks and Recreation, Tourism, etc.).

Each brand requires a different implementation strategy due to category, budget, and timeline, but generally, for destination brands, we recommend the following:

Marketing and Promotion

Brand Rollout to Valdez

- Internal presentations help influential groups/organizations both use the brand and persuasively sell it to others.
- A brand reveal celebration can be a slow rollout or big splash.
- Brand training webinars and centralized brand resource access will help businesses and organizations effectively leverage the brand for Valdez.

Media Strategy Road Map

Spawn will create a media strategy road map that addresses all steps in the consumer journey purchase funnel: Awareness, Interest, Decision and Action. We'll offer a prioritized list of tasks in the context of a multichannel strategy.

- The above strategy will define suggested brand use and resources for key entities such as the Port of Valdez, Valdez Harbors, Valdez Parks and Recreation, external residents and the tourism industry/visitors.

KEY NEEDS: IMPLEMENTATION/ADOPTION

- Organizing/calendaring of internal presentations
- Understanding of resources (people and process) for a potential brand reveal, and for posting and keeping training and resources up to date and posted to a website for external access/use
- Rough budgets for implementation deliverables found below so that we can make realistic and cost efficient recommendations

KEY DELIVERABLES: IMPLEMENTATION/ADOPTION

- Media plan recommendations
- Brand rollout recommendations
- Prioritized list of tasks and cost estimates
- Brand guidelines and key messages
- Final delivery of all brand assets

EVALUATING OUTCOMES

What gets measured, gets managed. We will work with you to determine the targeted Key Performance Indicators (KPIs), and the methodologies and metrics necessary for proper evaluation of your brand’s success. Typical destination branding KPIs include awareness; preference; social media mentions, views, clicks and sentiment; website visits; CTA response, e.g., visitor guidebook request and bookings, other lead generation, PR and stakeholder participation and influence. Valdez will have additional metrics for success relevant to your resources such as the Port and Harbor, Parks and Recreation and others.

KEY NEEDS: OUTCOMES

- Current measurement activity employed re: Valdez economic development; Valdez tourism
- Understanding of Valdez resources for tracking (people and processes)

KEY DELIVERABLE: OUTCOMES

- Measurement plan and recommendation for tracking results

REFERENCES

Jillian Simpson

Vice President
Alaska Travel Industry Association
jsimpson@alaskatia.org
907.646.3308

Carol Rushmore

Economic Development Director
City and Borough of Wrangell
ecodev@wrangell.com
907.874.2381

Randy Belcher

Executive Creative Director
Strategic America
rbelcher@strategicamerica.com
313.433.5583

Community Engagement & Research and Assessment Phases	Brand Strategy & Development Phase	Wrap Up Phase & Support Phase
4/1-4/30 4 weeks	4/30-6/15 6 weeks	6/15-6/30 2 weeks
<div>Contract Awarded: 4/1</div> <div>Kick off meeting: 4/2</div> <div>Create market research plan and identify interview participants: start 4/5</div> <div>Schedule interviews: start 4/5</div> <div>Community engagement site launch: week of 4/5</div> <div>Conduct interviews: 4/12-4/16</div> <div>Valdez visit: week of 4/12-4/19</div> <div>Research analysis: start 4/19</div> <div>Findings presentation: by 4/23</div> <div>Insights/Creative brief development: start 4/26</div> <div>Teal bolded text denotes branding committee-required meeting participation.</div>	<div>Present creative brief to key stakeholders: week of 4/30</div> <div>Brand concept development: start by 5/3 (following COV approval)</div> <div>Concept presentation & concept testing selection: 5/21</div> <div>Community testing phase: week of 5/24</div> <div>Final concept selection: 5/31</div> <div>Revisions to selected concept presented: 6/7</div> <div>Final brand creative presented: 6/11</div> <div>Final brand development/package developed and provided: 6/15</div>	<div>General Spawn support with implementation, outcome measurement planning and community understanding.</div>
	<div>Implementation & Evaluation Strategy Phase</div>	
	5/21-6/11 3 weeks	
	<div>KPI development in partnership with COV: start 5/21</div> <div>Implementation strategy and media recommendation work: start 5/21</div> <div>Presentation of implementation strategies, KPI measurement tools and measurement optimization plan presented: 6/11</div>	

**Note: this timeline assumes 1-day turnaround on approval or feedback during research, creative brief, concept selection and creative feedback presentations. Spawn highly recommends COV adds an additional 3-5 weeks of time to the project timeline, if possible, to allow for additional research analysis, creative development, community involvement and revisions as needed.*

Schedule and Proposed Fee		Project Cost							
Proposed Project Team	Role	Hourly Rate	Community Engagement & Research and Assessment Phases	Brand Strategy & Development Phase	Implementation & Evaluation Strategy Phase	Wrap Up + Support Phase	Total Hours	Total Cost	
			Timeline	4/1-4/30 4 weeks	4/30-6/15 6 weeks	5/21-6/11 3 weeks			6/15-6/30 2 weeks
			Est. Hours	Est. Hours	Est. Hours	Est. Hours			
Karen King	President/CEO: Karen's roots started in brand development and you'd be hardpressed to find anyone in the state with more experience. Having her expertise ensures your brand will be effective and long-lasting.	\$135	10	10	3	5	28	\$3,780	
Jesse Alleva	Senior Strategist: Business Intelligence: Jesse's a master at understanding consumers and then developing messaging strategies that effectively resonate with audiences. He does this through fact-based research ranging from in-depth data analysis to simply asking the right questions of the right people.	\$135	85	15	10	5	115	\$15,525	
Abbey Brau	Account Supervisor: Abbey's expertise is in bringing the right people to the table to ensure an effective communications strategy is developed and (maybe most importantly) followed during execution.	\$135	25	25	25	5	80	\$10,800	
Siobhan Johansen	Project Coordinator: Siobhan's attention to detail means that your critical scope elements - timeline + budget + deliverables - will happen as planned.	\$135	40	20	13	2	75	\$10,125	
Amy Adams & Roland Adams	Senior Art Directors: Amy and Roland’s unique ability to develop creative assets that are not only beautiful, but carry the strategy to the next level, is unmatched. Amy will be the lead on this effort.	\$135	20	130	10	5	165	\$22,275	
Implementation Specialists	Once we get to the implementation and evaluation strategy development phases, we'll pull in additional in-house expertise, including Leslie Stocker and Bear Collins, Spawn's Assistant Media Director and Director of Creative Technology, respectively.	\$135	25	25	22	3	75	\$10,125	
Interview Transcription Costs								\$1,000	
Travel Costs								\$1,200	
Percent of Total Time Spent			38%	42%	15%	5%			
Totals							538	\$74,830	



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Spawn Ideas (“Consultant”) is effective on the_____.

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

**Project: 2021 Valdez Branding Project
Contract #1765
Cost Code: 352-8300-55500**

Consultant’s project manager under this agreement is Karen King.

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

City’s project manager is Martha Barberio.

ARTICLE 1. Scope of Work

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

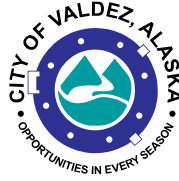
ARTICLE 2. Compensation

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

ARTICLE 3. Period of Performance

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

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 240 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
Professional Liability*	\$1,000,000	\$1,000,000

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

ARTICLE 6. Appendices

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

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

Agreement for Professional Services
Project: 2021 Valdez Branding Project
Contract No.
Cost Code: 352-8300-55500



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.

Karen King, Spawn Ideas

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:

Martha Barberio, Economic Development Director

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jon S. Wakeland

Date: _____

Agreement for Professional Services
Project: 2021 Valdez Branding Project
Contract No.
Cost Code: 352-8300-55500



Appendix A Scope of Work

BASIC SERVICES

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

The scope of work is more specifically described in the attached proposal dated February 26, 2021 which is incorporated herein by reference.

Appendix B Basis of Compensation

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

Payment shall be made based on the proposed fee and shall not exceed \$75,000 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 does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

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

III. Indemnification

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

IV. Insurance:

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



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

V. Payments:

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

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

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

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

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

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

The Consultant shall submit a final invoice and required documentation for services authorized by each Notice to Proceed within Ninety (90) days after final acceptance by



the City. The City will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

VI. Changes:

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

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

VII. Audits and Records:

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

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

VIII. Inspections:

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

IX. Termination or Suspension:

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



give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

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

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

X. Officials Not to Benefit:

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

XI. Independent Consultant:

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

XII. Ownership of Work Products:

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



XIII. Subconsultants, Successors and Assigns:

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

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

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

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

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

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which subcontract amount exceeds \$20,000.

XIV. Claims and Disputes:

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

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for



such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

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

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XV. Extent of Agreement:



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

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

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

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

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

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

XVI. Governing Laws:

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

XVII. Minimum Wages:

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



Legislation Text

File #: 21-0197, **Version:** 1

ITEM TITLE:

Personnel History - 1998-2021

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

This report follows up a Council inquiry from the March 16th personnel workshop.

Staff has compiled a position count by “division” and department spanning twenty four years.

This is a beginning step in providing Council data and context regarding personnel growth over time.

Position Summary Schedule

Authorized Position Count						
	1998	1999	2000	2001	2002	2003
Administration	12.9	12.9	13.0	13.1	13.8	14.3
ADMINISTRATION	3.7	3.7	3.5	3.5	3.5	3.5
CITY CLERK	2.0	2.0	2.0	2.0	2.0	2.0
CITY COUNCIL	-	-	-	-	-	-
COMMUNITY DEVELOPMENT	3.8	3.8	3.9	4.0	4.0	4.0
ECONOMIC DEVELOPMENT	-	-	-	-	-	-
FINANCE	3.5	3.5	3.6	3.6	4.3	4.3
HUMAN RESOURCES	-	-	-	-	-	-
INFORMATION SERVICES	-	-	-	-	-	0.5
VHIA	-	-	-	-	-	-
Facilities, Fleet & Infrastructure	24.4	24.4	27.0	26.9	26.5	26.4
BUILDING MAINTENANCE	3.7	3.7	5.2	5.2	4.9	4.9
ENGINEERING	3.5	3.5	4.0	4.0	4.0	4.0
SEWER	1.9	1.9	2.2	2.2	2.4	2.3
SOLID WASTE	5.8	5.8	5.8	5.5	5.7	5.7
STREETS/SHOP	7.6	7.6	7.8	7.8	7.2	7.2
WATER	1.9	1.9	2.2	2.2	2.4	2.3
Parks, Recreation & Cultural Services	11.9	11.9	14.0	14.6	14.2	13.7
CIVIC CENTER	3.8	3.8	3.8	4.8	4.4	4.4
LIBRARY	4.4	4.4	4.4	4.6	4.6	4.1
PARK MAINTENANCE	1.0	1.0	1.0	1.0	1.0	1.0
PARKS & RECREATION	2.7	2.7	4.8	4.2	4.2	4.2
Ports & Harbor	8.3	8.3	8.3	7.5	7.7	7.8
AIRPORT	1.0	1.0	0.8	0.7	0.7	0.7
HARBOR	5.1	5.1	5.1	5.2	5.3	5.4
PORT	2.2	2.2	2.4	1.6	1.7	1.7
Public Safety	24.0	24.0	24.3	25.6	31.6	31.6
FIRE/EMS	8.0	8.0	8.0	8.0	9.0	9.0
ANIMAL CONTROL	1.0	1.0	1.0	1.8	1.8	1.8
LAW ENFORCEMENT	11.0	11.0	11.0	11.0	11.0	10.9
PUBLIC SAFETY	4.0	4.0	4.3	4.8	9.8	9.9
Grand Total	81.43	81.43	86.53	87.59	93.60	93.65
Net increase from prior year		-	5.10	1.06	6.01	0.05

Position Summary Schedule

Authorized Position Count	2004	2005	2006	2007	2008	2009
Administration	15.2	14.5	15.3	17.4	18.7	19.5
ADMINISTRATION	4.5	4.8	4.5	4.5	3.0	3.0
CITY CLERK	2.0	2.0	2.0	2.0	2.0	2.0
CITY COUNCIL	-	-	-	-	-	-
COMMUNITY DEVELOPMENT	4.0	3.6	3.6	5.2	5.2	5.2
ECONOMIC DEVELOPMENT	-	-	-	-	-	-
FINANCE	4.2	4.2	4.2	4.2	5.7	5.7
HUMAN RESOURCES	-	-	-	-	-	-
INFORMATION SERVICES	0.5	-	1.0	1.5	2.8	3.6
VHIA	-	-	-	-	-	-
Facilities, Fleet & Infrastructure	25.4	26.8	26.8	27.2	28.2	32.0
BUILDING MAINTENANCE	4.9	6.9	6.9	7.1	7.1	8.8
ENGINEERING	3.0	2.4	2.6	3.0	3.0	3.0
SEWER	2.3	2.1	2.1	2.2	2.6	3.1
SOLID WASTE	5.7	6.0	6.0	5.8	5.9	6.9
STREETS/SHOP	7.2	7.2	7.2	6.9	7.1	7.1
WATER	2.3	2.1	2.1	2.2	2.6	3.1
Parks, Recreation & Cultural Services	13.3	13.6	12.8	12.8	12.8	13.3
CIVIC CENTER	4.4	4.4	4.6	4.6	4.6	4.6
LIBRARY	3.7	4.3	3.9	3.9	3.9	3.9
PARK MAINTENANCE	1.0	1.0	1.0	1.0	1.0	1.0
PARKS & RECREATION	4.2	4.0	3.3	3.3	3.3	3.8
Ports & Harbor	6.8	7.3	8.4	8.4	8.4	8.4
AIRPORT	0.7	0.7	0.7	0.7	0.7	0.7
HARBOR	4.4	4.8	4.9	4.9	4.6	4.6
PORT	1.7	1.8	2.8	2.8	3.0	3.0
Public Safety	32.6	32.6	32.8	31.0	30.5	31.1
FIRE/EMS	10.0	10.0	10.0	10.0	10.5	10.5
ANIMAL CONTROL	1.8	1.8	1.8	1.0	1.0	1.5
LAW ENFORCEMENT	10.9	10.9	10.9	10.9	10.9	10.9
PUBLIC SAFETY	9.9	10.0	10.2	9.2	8.2	8.2
Grand Total	93.12	94.85	96.00	96.70	98.56	104.18
Net increase from prior year	(0.53)	1.73	1.15	0.70	1.86	5.62

Position Summary Schedule

Authorized Position Count	2010	2011	2012	2013	2014	2015
Administration	20.3	20.1	20.5	21.0	22.0	23.0
ADMINISTRATION	3.0	3.0	3.0	3.0	3.0	4.0
CITY CLERK	2.0	2.0	2.0	2.0	3.0	3.0
CITY COUNCIL	-	-	-	-	-	-
COMMUNITY DEVELOPMENT	5.2	5.0	5.0	5.0	5.0	5.0
ECONOMIC DEVELOPMENT	-	-	-	-	-	-
FINANCE	6.5	6.5	6.5	7.0	7.0	7.0
HUMAN RESOURCES	-	-	-	-	-	-
INFORMATION SERVICES	3.6	3.6	4.0	4.0	4.0	4.0
VHIA	-	-	-	-	-	-
Facilities, Fleet & Infrastructure	31.6	32.7	32.7	33.7	35.2	35.2
BUILDING MAINTENANCE	8.7	8.7	8.7	8.7	9.7	9.7
ENGINEERING	3.0	3.0	3.0	4.0	4.0	4.0
SEWER	3.0	2.8	2.8	2.8	2.8	2.8
SOLID WASTE	6.8	6.3	6.3	6.3	6.8	6.8
STREETS/SHOP	7.1	9.3	9.3	9.3	9.3	9.3
WATER	3.0	2.8	2.8	2.8	2.8	2.8
Parks, Recreation & Cultural Services	13.3	13.3	13.3	13.3	14.2	15.2
CIVIC CENTER	4.6	4.6	4.6	4.6	4.6	4.6
LIBRARY	3.9	3.9	3.9	3.9	3.9	3.9
PARK MAINTENANCE	1.0	1.0	1.0	1.0	1.0	2.0
PARKS & RECREATION	3.8	3.8	3.8	3.8	4.7	4.7
Ports & Harbor	8.0	8.8	9.0	9.0	9.0	9.0
AIRPORT	0.7	0.7	0.7	0.7	0.7	0.7
HARBOR	4.5	5.2	5.5	5.5	5.5	5.5
PORT	2.9	2.9	2.9	2.9	2.9	2.9
Public Safety	31.1	32.1	32.1	33.1	33.8	33.8
FIRE/EMS	10.5	10.5	10.5	10.5	10.8	10.8
ANIMAL CONTROL	1.5	2.0	2.0	2.0	2.0	2.0
LAW ENFORCEMENT	10.9	10.9	10.9	10.9	10.9	10.9
PUBLIC SAFETY	8.2	8.7	8.7	9.7	10.2	10.2
Grand Total	104.27	106.95	107.60	110.07	114.18	116.18
Net increase from prior year	0.09	2.68	0.65	2.47	4.11	2.00

Position Summary Schedule

Authorized Position Count	2016	2017	2018	2019	2020	2021
Administration	25.5	29.0	31.0	30.0	30.0	30.0
ADMINISTRATION	4.0	3.0	2.8	2.8	2.8	2.8
CITY CLERK	3.0	5.0	5.0	5.0	5.0	5.0
CITY COUNCIL	-	-	-	-	-	-
COMMUNITY DEVELOPMENT	6.0	6.0	7.0	7.0	7.0	7.0
ECONOMIC DEVELOPMENT	-	1.0	2.2	2.2	2.2	2.2
FINANCE	7.0	6.0	6.0	6.0	6.0	6.0
HUMAN RESOURCES	-	2.0	2.0	2.0	2.0	2.0
INFORMATION SERVICES	4.5	6.0	6.0	5.0	5.0	5.0
VHIA	1.0	-	-	-	-	-
Facilities, Fleet & Infrastructure	36.5	34.5	35.5	37.8	37.8	37.5
BUILDING MAINTENANCE	10.0	7.0	8.0	8.8	8.8	8.5
ENGINEERING	5.0	6.0	6.0	7.5	7.5	7.5
SEWER	2.8	2.8	2.8	2.8	2.8	2.8
SOLID WASTE	6.8	6.8	6.8	6.8	6.8	6.8
STREETS/SHOP	9.3	9.3	9.3	9.3	9.3	9.3
WATER	2.8	2.8	2.8	2.8	2.8	2.8
Parks, Recreation & Cultural Services	15.5	16.2	16.8	17.5	17.5	17.8
CIVIC CENTER	4.6	4.6	4.6	4.6	4.6	4.6
LIBRARY	3.9	3.9	4.9	4.9	5.0	5.0
PARK MAINTENANCE	2.0	2.0	2.0	2.8	3.2	3.5
PARKS & RECREATION	5.0	5.7	5.3	5.3	4.8	4.8
Ports & Harbor	9.0	9.0	11.0	12.0	12.0	12.0
AIRPORT	0.7	0.7	1.2	1.2	1.5	1.5
HARBOR	5.5	5.5	6.5	7.5	6.5	6.5
PORT	2.9	2.9	3.4	3.4	4.1	4.1
Public Safety	34.8	35.8	35.8	36.8	37.0	37.0
FIRE/EMS	10.8	10.8	10.8	10.8	11.0	11.0
ANIMAL CONTROL	2.0	3.2	3.2	3.2	3.2	3.2
LAW ENFORCEMENT	11.9	12.1	12.1	13.1	13.1	13.1
PUBLIC SAFETY	10.2	9.7	9.7	9.7	9.7	9.7
Grand Total	121.28	124.48	130.08	134.08	134.28	134.28
Net increase from prior year	5.10	3.20	5.60	4.00	0.20	-



Legislation Text

File #: 21-0198, **Version:** 1

ITEM TITLE:

Comprehensive Plan Update

SUBMITTED BY: Kate Huber, Planning Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Report only.

SUMMARY STATEMENT:

The comprehensive plan process is continuing this month with further refinement prior to the release of the draft plan. On April 12th the Comprehensive Plan Advisory Committee (CPAC) will meet to review additional sections of the draft plan. Once input from the CPAC and staff is incorporated, the draft will be released for public review, with a targeted of the end of April for distribution. Staff is working to confirm the dates for a public meeting to present the draft plan, and a joint work session between the Planning & Zoning Commission and City Council to provide feedback. There will also be a public comment period for the public to provide further comments.



Legislation Text

File #: 21-0199, **Version:** 1

ITEM TITLE:

Meals Hill Master Plan Report 3/2021

SUBMITTED BY: Nicholas Farline, PRCS Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Report and file

SUMMARY STATEMENT:

Attached is Meals Hill_Results Summary_March 2021 report.

PRELIMINARY DESIGN - PUBLIC FEEDBACK SUMMARY

INTRODUCTION

Public comments on the preliminary Meals Hill concept design were collected from February 8th through February 19th. During that time 126 individuals provided feedback. This summary presents an overview of the public comments received.

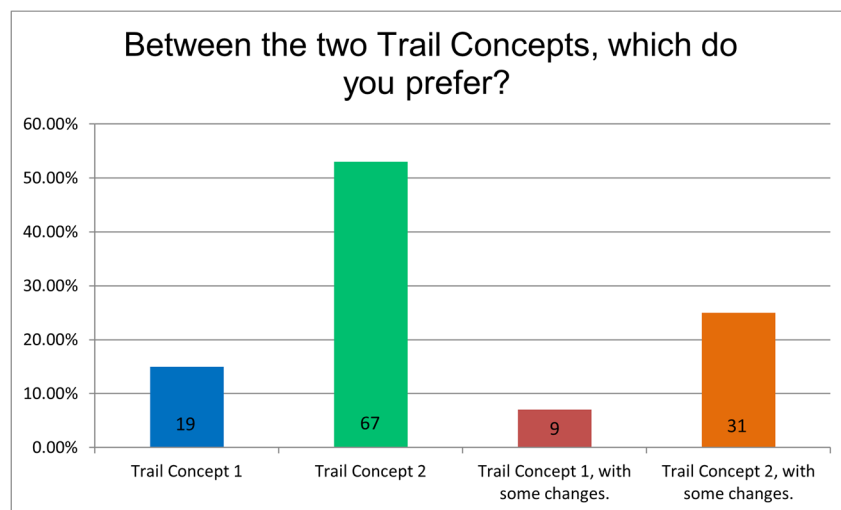
SUMMARY OF PUBLIC INPUT

Responses to Question 1 and 2 were graphed to see the frequency that individuals selected certain options (see graphs below).

Trail Concepts

Most respondents selected Trail Concept 2 (the design with additional mountain biking trails) as their preferred option. Comment trends and changes people want to see related to Trail Concept 2 include:

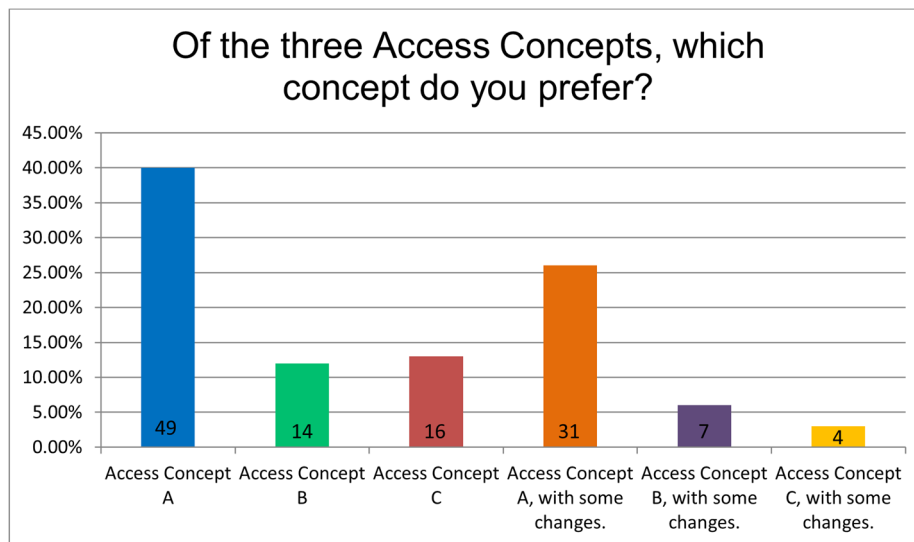
- Positive comment regarding the mountain bike trails, i.e., happy that single track trails are included (23)
- Add more mountain bike trails (10)
- General concern about long-term costs and maintenance (8)
- Add a pump track (6)



Access Concepts

While 49 respondents selected Access Concept A (the option with a small lower parking lot), five of those respondents commented that they would prefer no parking on the hill along with 32 other individuals who made a similar comment, for a total of 37 commenting they would prefer no parking. Comment trends and changes people want to see related to access include:

- No parking (37)
- Parking only for ADA / Drop-off (9)



March PRC & MHPC Meetings

The design team met with the Parks and Recreation Commission (PRC), on March 9th, and the Meal Hill Planning Committee (MHPC), on March 10th, to present the summary of the public feedback and to explore which design solutions the planning team should advance.

At both meetings, the design team presented the comment trends, as well as revised entry designs that addressed the public comments received: Access Concept A and Access Options Without Parking.

Themes from both of those meetings:

- PRC & MHPC members were happy to see new no-parking options.
- About half the PRC and half MHPC members preferred the no-parking options while the other half still preferred Access Concept A.
- Some attendees commented that the no-parking options provided a better solution to potential vehicle and pedestrian conflicts.
- Some commented that they preferred Access Concept A because it would likely be less costly and less impact on the terrain while still providing a universally accessible trail.
- Some attendees commented that providing an accessible trail would be expensive and impact the terrain significantly. The design team explained the importance of equitable access at a major downtown park and how the decision to provide equitable access came from both the initial survey results and best practices.

Next Steps

The design team is developing the draft Master Plan which will be presented to the public in May.



Legislation Text

File #: 21-0200, **Version:** 1

ITEM TITLE:

1st Quarter report on the Mayor's Task Force Projects

SUBMITTED BY: Martha Barberio, Economic Development Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

Attached is the first quarter report for the projects that have been in the works through the Mayor's Task Force for Economic Recovery.

These projects are in various stages of implementation. I will continue to make quarterly reports on these projects until completion.

Mayor's Task Force Economic Development Tasks for 2021: **First Quarter 2021 report**

Outreach: IN PROGRESS

The Economic Development Department (ED) continues its local outreach efforts to Valdez small businesses. This includes composing content for e-mail messages, social media posts, and radio advertising on various programs, as well as COVID-19 information as it becomes available.

The ED also assists the PIO in reporting the active Economic Development initiatives that have been implemented for COVID-19 business relief in the bi-weekly report with the following:

- Help compose and send e-mails to contact list
- Maintain a Business Contacts log to document what type of assistance is being provided and with which businesses have been in contact.

Lunch & Learns: IN PROGRESS

- *Economic Development - FIRST WEBINAR February 2, 2021*

First educational webinar was on February 2, 2021 and covered the new round of stimulus money and who could apply for more money, which is actually everyone. This webinar and the slide show was sent out to every registered business so they could watch at their leisure and remain informed.

Event Mitigation Implementation: IN PROGRESS

- *Economic Development – Develop & implement through the summer of 2021*
- *This plan has been developed and is posted on the Economic Development webpage for anyone to use when hosting an event.*

The City of Valdez (COV) has developed a mitigation plan for the municipality, businesses, and organizations to use when planning events in a safe and efficient manner. It includes a template or outline that event planners and organizers can use to determine if their events are still viable with mitigation protocols in place.

Marketing Grant: FIRST & SECOND ROUNDS COMPLETE

- *Applications due by January 15, 2021(1st round)*
- *Economic Diversification Commission (EDC) approved 21 applicants*
- *Second round closing date is February 12, 2021*
- *EDC approved 7 applicants*
- *EDC decided to take a “wait and see” approach regarding a 3rd round*

Business Economic Recovery Grants: FIRST ROUND COMPLETE

- *Administered by AKSBDC*
- *Applications due by February 12, 2021*
- *Approved 39 applicants*
- *W9s received and payment processed for 30 applicants*
- *Extension of grant approved by EDC to April 30, 2021*

Marketing Tasks for 2021: IN PROGRESS

- *This is a collaborative effort between ED & the Valdez Convention and Visitors Bureau (VCVB)*

- *ED will be the lead department on this project with monthly check-in meetings between ED, VCVB & Thompson & Co. (T&C)*
- *Implementation January 2021-December 2021*

Thompson & Co.:

- Hosting a one-hour social media training presentation (Lunch & Learn) on **April 22, 2021** which is offered to City of Valdez stakeholders, tourism partners, and more. Training will go over how stakeholders and partners can take advantage of the City of Valdez's content creation strategy with T&C.
- T&C's digital team (videographer, photographer, and social media manager) came to town in **February 2021** to capture winter footage. They will also come back during the summer to capture that season as well. This will help T&C capture the real beauty Valdez has to offer, year round.

Coordinated Marketing Plan and Brand Development: PROJECT START APRIL 2021

This project is a coordinated marketing program for all community assets with the goal of the program to strengthen and rebuild all segments of our economy. The vision is marketing outreach for the Port of Valdez, Valdez Harbors, Parks and Recreation, tourism, business development, and resident recruitment/retention.

The firm chosen will develop a unifying brand and developing a set of implementation plans. They will facilitate community and stakeholder conversations to gather the tools necessary to outline a community wide marketing plan.

- *ED will be the lead department on this project with monthly check-in meetings with the Economic Diversification Commission.*
- *There is a 9 person Branding Committee consisting of the VCVB staff, City staff, Community Stakeholders, EDC members and one council person*
- *Implementation April 2021-December 2021*

Travel Incentive program:

- *Implementation by May 1, 2021*
- *Survey went out to all businesses for their feedback on what they would like to see and the consensus was a passport type or coupon book with businesses*
- *Currently working on design and implementation*
- *Collaboration between ED & VCVB - EDC will be lead – Discussions are already happening as of January 2021*

COV, in partnership with the VCVB, should implement a travel incentive program in 2021. The goal of the program is to encourage extending lengths of stay in the community and increase spending while in the community. The program would encourage increased mid-week stays. Program development is still under way to determine which incentive will be the most effective, but travel incentives in this kind of economic environment have proven to be successful. This will serve as a placeholder.

Additional Partnership Marketing Tasks for 2021:

Milepost: COMPLETE

- *Design & submit completed December 2020*
- *Implementation March 2021*

Valdez Convention & Visitors Bureau

Additional Destination Marketing

Travel Trade Expansion

\$45,850

- **Under Contract with VCVB – Ovibos Consulting**

The VCVB has put under contract Juno with Ovibos Consulting. Her overall goal:

To establish increased tourism and develop a travel trade outreach plan to further promote

Valdez as a destination to tour operators and travel advisors? It is crucial for VCVB to re-connect with current contacts, provide professional training, streamline communication processes, and develop a firm database strategy. Over the next two years, representing Valdez at trade shows will be a huge component to establishing and maintaining connections with these travel professionals.

In addition to these improvements, increased visibility on social media and a well-stocked photo database will showcase the natural highlights and services of VCVB members, as well as provide trade contacts with promotional material.

Instate Promotions

\$12,500

- **VCVB is lead – VCVB hired Ovibos Consulting**

Funds will be used in the creation of a summer and winter contest promotion in a main Alaska market i.e. Anchorage, Fairbanks. The idea is to create an event to draw in interested parties and create a buzz about Valdez. Examples include Valdez artist show in Anchorage, or a brewery tasting in Fairbanks.

Build Photo and Video Assets

\$20,000

- **VCVB is Lead – VCVB Ovibos Consulting**

Funds will be used to pay for a professional photographer and videographer to dedicate time to shoot footage of Valdez both summer and winter. Images captured would be usable by the City of Valdez, VCVB, Members, and those selling Valdez. A Request for Proposal would be put out for a photographer/videographer to take document, people, places, things, wildlife, activities, businesses, and streets.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 21-0201, **Version:** 1

ITEM TITLE:

Monthly Treasury Report - January, 2021

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

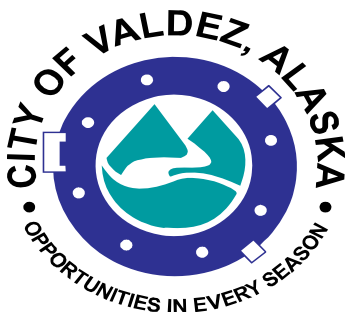
Funding Source: n/a

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Monthly report pursuant to Municipal Code



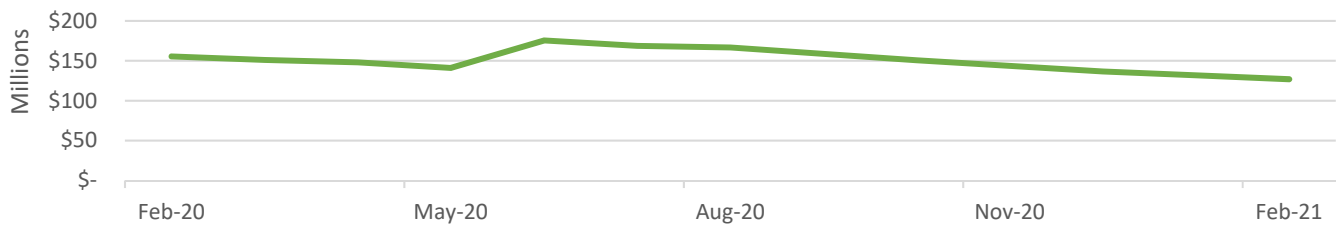
Monthly Treasury Report

Period Ending: February 28, 2021

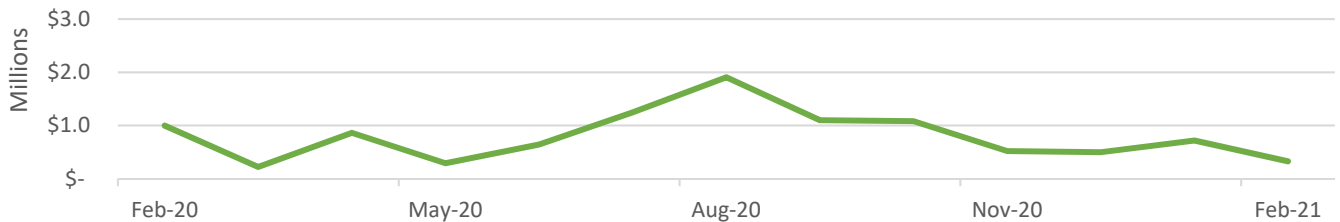
Prepared By: Jordan Nelson, Financial Analyst

		<u>Begin Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>End Balance</u>	<u>Yield</u>	<u>Notes</u>
Central Treasury		126,270,496	29,637,891	(34,470,016)	121,438,371	1.37%	
Central Treasury	Wells Fargo	99,036,060	4,275,200	(9,011,188)	94,300,072	1.75%	
Money Market	Wells Fargo	26,734,203	7,000,743	(6,900,000)	26,834,946	0.03%	
Checking	Wells Fargo	717,489	16,640,773	(17,033,477)	324,784	0.00%	
Payroll	Wells Fargo	(217,255)	1,721,175	(1,525,351)	(21,432)	0.00%	
Restricted		5,490,961	0	(5,553)	5,485,408	0.95%	
Debt Service	Wells Fargo	5,485,811	-	(5,553)	5,480,258	0.95%	
Police	Wells Fargo	5,150	0	-	5,150	0.00%	
Total		131,761,457	29,637,891	(34,475,570)	126,923,779	1.35%	

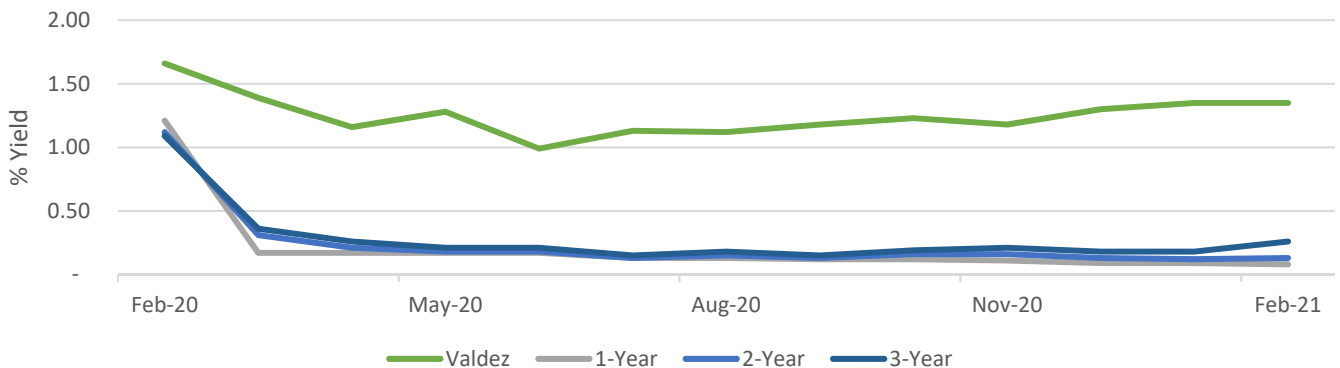
Total Cash & Equivalents



Checking Account Balance



U.S. Treasury Yield Comparison





City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 21-0202, **Version:** 1

ITEM TITLE:

Verbal Presentation: Finance Department

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Ongoing series of department operations-reporting to Council

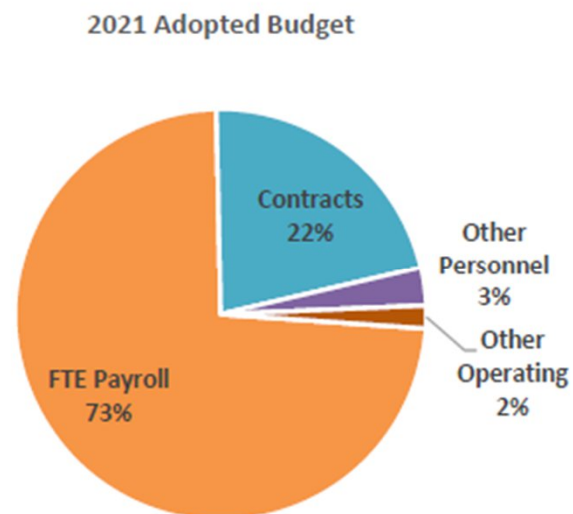
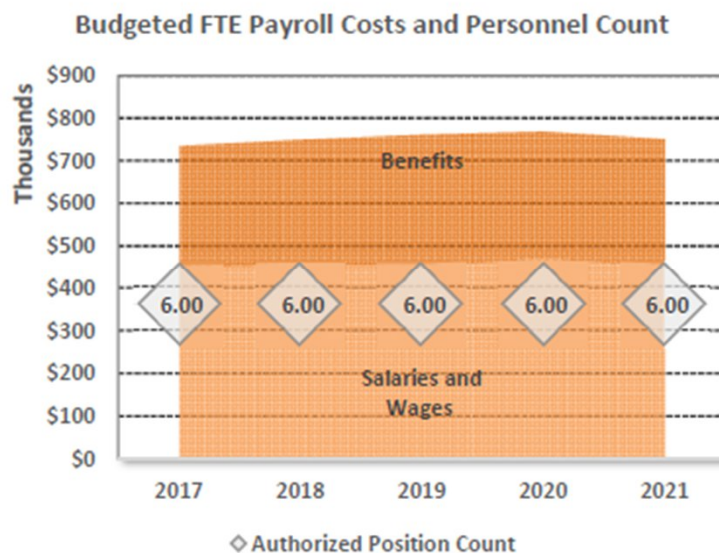
Finance Department

Administration Division

FINANCE

Mission: *The Finance Department's mission is to Maximize, Optimize and Preserve the City's Financial Resources*

	FTE
DIRECTOR	1.00
ANALYST	1.00
COMPTROLLER	1.00
ACCOUNTANT II	1.00
ACCOUNTANT I	1.00
ACCOUNTANT	1.00
Grand Total	6.00



Maximize: tax revenue strategies, investment yields, capital structure
 Optimize: financial planning, cash flow management
 Preserve: audits, accounting, financial controls, procurement

Director			
Past	Current		Future
Comptroller / Accountants		Analyst	
Accounting	Payroll	Investment Transactions	Budgeting
Audits	AP	Metrics	Financial Planning
	Billing	Analytical Tools	Cash Flow
	Controls	Risk Management	Portfolio Management

Budget History

Authorized Position Count					
	2017	2018	2019	2020	2021
FINANCE	6	6	6	6	6

Adopted Budget	2017	2018	2019	2020	2021
FTE Payroll	734,496	748,764	760,995	768,705	750,219
Other	<u>399,744</u>	<u>267,611</u>	<u>266,470</u>	<u>207,457</u>	<u>269,919</u>
Operational Expenses	1,134,240	1,016,375	1,027,465	976,162	1,020,137

		%	\$
Five-Year Budget Increase (Reduction)	FTE Payroll	2.1%	15,723
	Other	-32.5%	(129,825)
	Total	-10.1%	(114,103)

Department Accomplishments and Goals

Completed

Budget

Treasury Management

Cash Flow Analysis

Personnel Metrics

Financial Advisor RFP

Debt Issuance

Controls and Analysis

In Progress

Long Range Planning

Policies

Foreclosure

Reporting and Metrics

COVID Accounting

Expense Monitoring

Succession Planning

Future Goals

MARS/CAMA

Banking RFP

Two-Year Budgeting

Data and Metrics

Credit Rating	AA- per Standard and Poor's
Outstanding Debt Principal	\$52MM; Five Issues
2018, 2019 Audit Findings	none
Central Treasury - Average Balance	\$150MM
Treasury Investment Transactions	four annually; \$9MM each
Treasury Average Maturity	1.32 Years; target is 2 years
Permanent Fund Balance	\$250MM
Accounts Payable Bi-weekly Average	\$3.4MM
Payroll Bi-Weekly Average	\$704K
Checking Account Balance	\$800K
Monthly Treasury Report Processing	10.4 weeks; target is six weeks
Quarterly Financial Statement Processing	16 weeks; target is eight weeks
Annual Audit Processing	August 20; target is July 15

Closing Thoughts

- No personnel increases anticipated
 - Successful transition to new Comptroller; replaced fifteen-year employee
 - Successful implementation of Analyst position in mid-2017
- 2021, 2022 budget increases possible
 - If RFP for property appraisal software and implementation exceeds estimates
- Shortcomings: Foreclosure process
 - Current / complete through 2012
 - 2013-2019 in queue with attorneys; pending clarification re trailers
 - Goal is automatic/annual process beginning 2022 for previous year



Legislation Text

File #: 21-0203, **Version:** 1

ITEM TITLE:

City Manager's Report 4-6-2021

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and File

SUMMARY STATEMENT:

The following details my activities for the past 3 weeks:

- Attended meetings on Senior Housing with representatives from Cordes development team.
- Attend meeting with Marnie Graham from BLM to discuss report on Land Swap Feasibility Study at Thompson Pass. Department of Interior is going through transition with new Secretary and other personnel so report is still being finalized. Planning staff will review after draft of report is finalized.
- Provided testimony to State Senate Finance Committee. Discussed Valdez DMV Office, School Bond Reimbursement Program, funding of Marine Highway System, and opposition to forcing municipalities to pay for misdemeanor prosecutions.
- Met with Museum Personnel to discuss Museum Lease Renewal.
- Met with Corvus Comprehensive Planning group to discuss prioritization section of Comprehensive Plan.
- Attended Audit Committee meeting.
- Met with Senator Sullivan's staff along with Assistant City Manager and Capitol Hill Group representatives.
- Attended ICS Training.

Next two weeks planning includes:

- Attending CPAC meeting on Comp Plan Draft.

- Meeting with Hilcorp representatives.
- Meeting with Senator Murkowski's Staff.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 21-0204, **Version:** 1

ITEM TITLE:

Council Calendar - April 2021

SUBMITTED BY: Allie Ferko, MMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Council calendar for April 2021 attached for reference.

April

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 7pm – Ports & Harbors Commission Meeting	6 6pm – City Council Work Session (PVMC Annual Report) 7pm – City Council Regular Meeting	7 5:30pm – Library Board Meeting	8	9	10
11	12 6:30pm – School Board Meeting	13 6:30pm - PVMC HAC Meeting (@ PVMC) 6pm – Parks & Recreation Commission Work Session 7pm – Parks & Recreation Commission Regular Meeting	14 7pm – Planning & Zoning Commission	15 6:30pm – VMHA Board Meeting (@ Museum)	16	17
18	19 7pm – Ports & Harbors Commission Meeting	20 6pm – Board of Equalization Hearings (if needed) 7pm – City Council Regular Meeting	21 Noon – Flood Mitigation Task Force Meeting 7pm – Economic Diversification Commission Meeting	22 6pm – School Board Budget Hearing	23	24
25	26 Noon – Beautification Task Force Meeting 6:30pm – School Board Meeting	27	28 6:30pm – Hospital Expansion Task Force Meeting (@ PVMC) 7pm – Planning & Zoning Commission Meeting	29 6pm – Joint Commission/Council Work Session (Comprehensive Plan)	30	

Note 1: This calendar is subject to change. Contact the City Clerk's Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting. Updated 03.31.2021

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



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 21-0205, **Version:** 1

ITEM TITLE:

Prince William Sound Aquaculture Corporation Spring Meeting Update

SUBMITTED BY: Amanda Bauer, Valdez Representative on PWSAC Board of Directors

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Amanda Bauer, Valdez representative on the PWSAC Board of Directors, provides the attached summary regarding the corporation's spring meeting.

March 23, 2021

TO: Mayor Scheidt and Members of the Valdez City Council

FROM: Amanda Bauer
amanda@stephenscruises.com
907-831-0403

RE: Report from Prince William Sound Aquaculture Corporation Board of Directors Meeting held March 10, 2021 via Zoom

Mayor Scheidt and Council Members,

As your appointed representative on the Prince William Sound Aquaculture Corporation (PWSAC) Board of Directors, I attended the annual Spring Board Meeting on March 10, 2021, held online due to the ongoing Covid-19 Pandemic. My report on the meeting follows.

The first item of business was to approve hiring a new General Manager. The board unanimously voted for Geoff Clark to fill the position. Geoff has more than two decades of experience working for PWSAC and has been the interim General Manager since last October.

The rest of the meeting was spent hearing reports and updates from staff as well as discussions about ongoing capital projects and the operating effects of Covid -19. As you can imagine, operating five remote hatcheries presents a variety of operating scenarios when dealing with a pandemic. Thus far PWSAC has been 100% successful in keeping Covid-19 out of the workplace.

There was a lot of discussion about the low returns of fish last year and possible low returns this year, combined with a growing annual budget. Cost recovery for PWSAC is completed using various gear types and species of fish. It is important to make sure each gear class is being fairly represented in the effort to meet the cost recovery goals. As always, the group came to a consensus and landed on a goal of \$9,394,069 in Pink Salmon and \$6,524,753 in Chum/Sockeye Salmon for the 2021 cost recovery.

The release of the fry this spring is expected to go as planned and should be occurring in the very near future.

The fall board meeting is tentatively scheduled for October 15, 2021. Whether or not this will be an in-person meeting will be decided later in the summer.

Thank you again for the opportunity to represent the City of Valdez.

Amanda Bauer