



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, April 5, 2022

7:00 PM

Council Chambers

Regular Meeting

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC APPEARANCES

1. [Lanette Oliver - Fat Bike Bash Event](#)

V. PUBLIC BUSINESS FROM THE FLOOR

VI. CONSENT AGENDA

1. [Proclamation: Child Abuse Awareness & Prevention Month](#)
2. [Proclamation: Sexual Assault Awareness & Prevention Month](#)
3. [Acceptance of Resignation from City Library Board \(Bart Hinkle\)](#)
4. [Acceptance of Late File Application for 2022 Senior Citizen Property Tax Exemption - Robert Zastrow](#)
5. [Approval To Go Into Executive Session: Redistricting Litigation](#)
6. [Approval of Transfer of Liquor License - Stricky's Bar and Grill](#)

VII. NEW BUSINESS

1. [Approval of Amendments to City Council Policies and Procedures](#)

VIII. ORDINANCES

1. [#22-02 - Amending Chapter 2.80, Section 2.80.075, Titled Open Market Purchases/Procurement. Second Reading. Adoption.](#)
2. [#22-03 - Amending the Zoning Map to Effect a Change to Lot 5A, Block 4, Corbin Creek Subdivision Phase IV, Plat 2013-3 to Single-Family Residential and a change to Lot 1A, Block 11, Corbin Creek Subdivision Phase III, Plat 2014-1 and Lot 8A, Block 11, Corbin Creek Subdivision Phase III, Plat 2014-2 to Semi-Rural Residential. First Reading. Public Hearing.](#)
3. [#22-04 - Amending the Zoning Map to Effect a Change to Tract 1, Block 7, Corbin Creek Subdivision Phase II, Plat 2000-11 to Semi-Rural Residential. First Reading. Public Hearing.](#)

IX. RESOLUTIONS

1. [#22-19 - Supporting Valdez Fisheries Development Association in a Non-Federal Cost Share of \\$393,750 to Partner with the US Army Corps of Engineers Alaska District to Fund Robe Lake Feasibility Study](#)
2. [#22-20 - Amending the 2022 City Budget by Accepting Unbudgeted Revenues of \\$91,250 from Valdez Fisheries Development Association, Inc. for the Robe Lake Habitat Restoration Feasibility Study; by Authorizing New Appropriations for Same and by Transferring \\$393,250 from Project Contingency for Robe Lake Habitat Restoration Feasibility Study](#)

X. REPORTS

1. [Procurement Report: Professional Services Agreement with Orion Construction, Inc. for East Hanagita Roadway and Utility Improvements - CM/GC](#)
2. [Report: Management of Mineral Creek Trails on State of Alaska Lands](#)

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

1. City Manager Report

1. [City Manager's Report 4-5-2022](#)

2. City Clerk Report

3. City Attorney Report

4. City Mayor Report

XII. COUNCIL BUSINESS FROM THE FLOOR

XIII. EXECUTIVE SESSION

XIV. RETURN FROM EXECUTIVE SESSION

XV. ADJOURNMENT

XVII. APPENDIX

1. Upcoming City Boards & Commissions Vacancies
2. City Council Calendars - April & May 2022



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 22-0151, **Version:** 1

ITEM TITLE:

Lanette Oliver - Fat Bike Bash Event Re-Cap

SUBMITTED BY: Sheri Pierce, 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:

Lanette Oliver will provide a recap of the Fat Bike Bash Event.



Legislation Text

File #: 22-0152, **Version:** 1

ITEM TITLE:

Proclamation: Child Abuse Awareness Month

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: NA

Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Child Abuse Awareness 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.

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.

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.

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.

NOW, THEREFORE, I, Sharon Scheidt, Mayor of the City of Valdez, Alaska, do hereby proclaim April 2022 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 5th Day of April, 2022

CITY OF VALDEZ, ALASKA

ATTEST:

Sharon Scheidt, Mayor

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 22-0153, **Version:** 1

ITEM TITLE:

Proclamation: Sexual Assault Awareness and Prevention Month

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: NA

Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Attached is the proclamation for Sexual Assault and Awareness Month. AVV will be present to accept the proclamation.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 22-0154, **Version:** 1

ITEM TITLE:

Acceptance of Resignation from City Library Board (Bart Hinkle)

SUBMITTED BY: Allie Ferko, MMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Accept resignation of Bart Hinkle from City Library Board

SUMMARY STATEMENT:

Bart Hinkle submitted his resignation from the City Library Board, effective March 15, 2022. His resignation letter is attached for formal Council acceptance.

The City Clerk's Office has begun advertising to fill this partial vacancy.

Director Farline:

I am writing to inform you about my decision to leave my position as President of the Valdez Consortium Library Board, effective March 15, 2022.

I am proud to have been a member of the Board all of these years and wish the Library success in identifying a new Director and continued success in years to come.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bart Hinkle', with a stylized flourish at the end.

Bart Hinkle



Legislation Text

File #: 22-0155, **Version:** 1

ITEM TITLE:

Acceptance of Late File Application for 2022 Senior Citizen Property Tax Exemption - Robert Zastrow

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: NA

Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Under Alaska Statute (AS 29.45.030) and Valdez Municipal Code (VMC 3.12.030), real property owned and occupied as the primary residence by a senior citizen 65 years of age or older is exempt from taxation on the first one hundred and fifty thousand dollars of the assessed value of the real property.

The property owner is required by statute and code to file annually for the exemption on a standard form provided by the state of Alaska. The annual application must be filed no later than January 15th of the assessment year for which the exemption is sought.

Applications are filed with the City Clerk's Office for processing and acceptance.

As a courtesy to our senior citizen's , especially potential new filers, the City Clerk's Office advertises the program, application requirements, and deadline each year in all the normal public notice locations.

If the annual application is filed before the deadline and the applicant meets the exemption program requirements, the City Clerk's Office processes the applicant's paperwork and the exemption is then automatically applied to the appropriate property tax account.

Under Alaska Statute (AS 29.45.030) and Valdez Municipal Code (VMC 3.12.030.3a), only the City Council holds the authority to waive the annual January 15th application deadline for the exemption program. The City Council, for demonstrated good cause, may waive the applicant's failure to make timely application for the current year and authorize the City Clerk's Office to accept the application as if timely filed.


Mr. Zastrow meets all the requirements for a first time filer for the 2022 Senior Citizen Property Tax Exemption program. He is filing late because he was unaware that he qualified for the exemption. He was made of aware that he qualified at the time he submitted his property tax appeal form and was encouraged to submit his application for consideration of acceptance by the city council.

Because Mr. Zastrow filed after January 15, 2022, City Council must approve the waiver of the 2022 application deadline and authorize the City Clerk's Office to accept the application as if timely filed.


Please find the following documents attached in one PDF file:

- 2022 Property Tax Exemption Application for Mr. Zastrow.

Written statement from Mr. Zastrow which explains the reason for submission of his application after the January 15th deadline. (attached to his application)



**SENIOR CITIZEN/DISABLED VETERAN
PROPERTY TAX EXEMPTION APPLICATION**
AS 29.45.030 (e)-(i)



1. Name of Municipality: <u>Valdez</u>		2. Property Tax I.D.: <u>7122-000-0051</u>	3. Tax Year <u>2022</u>
4. Name of Applicant: <u>Robert Zastrow</u>		5. Birth date <u>05/26/1955</u>	
7. Name of Spouse: <u>Veina Zastrow</u>		8. Birth date <u>07/27/1956</u>	
9. Mailing Address: <u>PO Box 2847 Valdez, AK 99686</u>		10. Residential Physical Address: <u>2071 Homestead Rd.</u>	
11. Home Phone: <u>907-255-5301</u>	Message Phone: <u>907-255-5301</u>	12. Please check one of the following <input checked="" type="checkbox"/> I am applying as a Senior Citizen age 65 or older <input type="checkbox"/> I am applying as a widow or widower, age 60-64, of a previously qualified applicant. <input type="checkbox"/> I am applying as a Disabled Veteran	
13. Type of Dwelling: <input checked="" type="checkbox"/> single family <input type="checkbox"/> condominium <input type="checkbox"/> mobile home <input type="checkbox"/> duplex <input type="checkbox"/> other		14. Is this your permanent place of abode? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, permanent residential address is:	
15. Is your home on land you own? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, % of ownership If no, owner's name:		16. Is any portion of this property used for commercial or rental purposes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, percentage: <u>5</u> %	
17. Certification: I hereby certify that the answers given on this application are true and correct to the best of my knowledge. I understand that a willful misstatement is punishable by a fine or imprisonment under AS 11.56.210.			
Date: <u>3/30/22</u>		Signature of Applicant: <u>Robert R. Zastrow</u>	

Received

MAR 30 2022

City of Valdez

Following is for Local Assessor/Clerk Use Only

<input type="checkbox"/> New Filing		<input type="checkbox"/> Prior Filing		<input type="checkbox"/> Approved		<input type="checkbox"/> Denied	
Proof Provided:		<input type="checkbox"/> Age		<input type="checkbox"/> Disability (DAV)		Verified By: _____	
<input type="checkbox"/> Ownership		Parcel Number and/or Legal Description: _____					
Comments:							
		Land		Building		Total	
Property Value		_____		_____		_____	
Secondary lots		_____		_____		_____	
Adjustments:				Total Property Value:		\$ _____	
Ownership		% _____				_____	
Commercial/Rental		% _____				_____	
				Subtotal:		\$ _____	
				If Subtotal exceeds \$150,000, use this figure:		\$ 150,000	
		SC/DAV Exempt Value		Tax Code Area		Mill Rate	
Borough		_____		_____		_____	
City		_____		_____		_____	
		Total SC/DAV Exempt		Tax Amount		\$ _____	

I WAS NOT AWARE THAT I WAS ELIGIBLE FOR
THE SENIOR CITIZEN PROPERTY TAX EXEMPTION
AND HAVE BEEN SINCE 2021

Robert R. Justice

3/30/22



Legislation Text

File #: 22-0156, **Version:** 1

ITEM TITLE:

Approval To Go Into Executive Session: Redistricting Litigation

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: NA

Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

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

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

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



Legislation Text

File #: 22-0157, **Version:** 1

ITEM TITLE:

Approval of Transfer of Liquor License - Stricky's Bar and Grill

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:

No objection.

SUMMARY STATEMENT:

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

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

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



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

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

March 29, 2022

City of Valdez

VIA Email: spierce@valdezak.gov

License Type:	Beverage Dispensary- Tourism	License Number:	3461
Licensee:	Stricky Unlimited LLC		
Doing Business As:	Stricky's Bar and Grill		
Premises Address:	Valdez Airport Terminal		

☐ New Application

☒ Transfer of Ownership Application

☐ Transfer of Location Application

☐ Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Glen Klinkhart, Director

amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

What is this form?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	The Landing Lights, LLC	License #:	3461
License Type:	Beverage Dispensary- Tourism	Statutory Reference:	04.11.400(d)
Doing Business As:	Puddle Jumpers Saloon		
Premises Address:	Valdez Airport Terminal		
City:	Valdez	State:	AK
		ZIP:	99686
Local Governing Body:	City of Valdez		

Transfer Type:

- ☒ Regular transfer
- ☐ Transfer with security interest
- ☐ Involuntary retransfer

OFFICE USE ONLY			
Complete Date:	3-29-22	Transaction #:	100335533
Board Meeting Date:	4-12-22	License Years:	22-23
Issue Date:		BRE:	KRS



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 – Transferee Information

Enter information for the **new** applicant and/or location seeking to be licensed.

Licensee:	Stricky Unlimited, LLC				
Doing Business As:	Stricky's Bar and Grill				
Premises Address:	Valdez Airport Terminal				
City:	Valdez	State:	AK	ZIP:	99686
Community Council:	N/A				

Mailing Address:	P.O. Box 2712				
City:	Valdez	State:	AK	ZIP:	99686

Designated Licensee:	Clayton Strickland				
Contact Phone:	907-200-1045	Business Phone:	907-200-1045		
Contact Email:	stricky.cs@gmail.com				

Seasonal License? ☐ Yes ☒ No If "Yes", write your six-month operating period: _____

Section 3 – Premises Information

Premises to be licensed is:

☒ an existing facility ☐ a new building ☐ a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

Five (5) miles (nearest school is Valdez High School)

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

1.9 miles (nearest church is Church of the Nazarene)



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:	Clayton Strickland				
Title(s):	Member	Phone:	907-200-1045	% Owned:	100
Address:	P.O. Box 2712				
City:	Valdez	State:	AK	ZIP:	99686



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	10164143	AK Formed Date:	05/21/2021	Home State:	AK
Registered Agent:	Clayton Strickland	Agent's Phone:			
Agent's Mailing Address:	P.O. Box 2712				
City:	Valdez	State:	AK	ZIP:	99686

Residency of Agent:

Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

☐
☒

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

☒
☐

If "Yes", disclose the name of the individual and the reason for this authorization:

Cindy Franklin, cindy@bcarlsonlaw.com; Attorney for Licensee



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

DocuSigned by:

Karen Ables

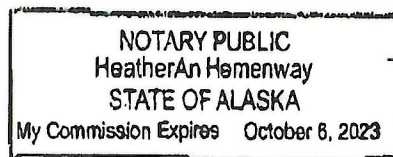
F33C3F08B09C4D6...

Signature of transferor

Karen Ables

Printed name of transferor

Subscribed and sworn to before me this 16th day of December, 20 21.



Heather An Hemenway
 Signature of Notary Public

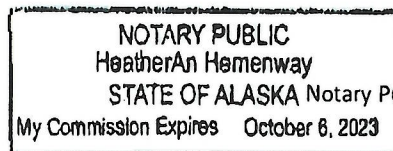
Notary Public in and for the State of Alaska

My commission expires: October 6, 2023

Signature of transferor

Printed name of transferor

Subscribed and sworn to before me this 16th day of December, 20 21.



Heather An Hemenway
 Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: October 6, 2023



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Section 9 – Transferee Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

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

DS
 CES

I certify that all proposed licensees have been listed with the Division of Corporations.

DS
 CES

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

DS
 CES

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

DS
 CES

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

DS
 CES

As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

DocuSigned by:

3D136406B364471...

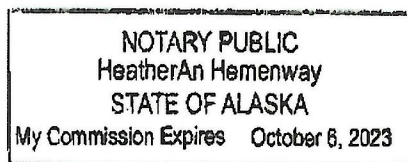
Signature of transferee

Clayton Strickland

Printed name

Subscribed and sworn to before me this 16th day of December, 2021.

Signature of Notary Public



Notary Public in and for the State of Alaska.

My commission expires: October 6, 2023



Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The **second page of this form is not required**. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.



Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Stricky Unlimited LLC	License Number:	3461
License Type:	Beverage Dispensary- Tourism		
Doing Business As:	Stricky's Bar and Grill		
Premises Address:	Valdez Airport Terminal		
City:	Valdez	State:	AK
		ZIP:	99686



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

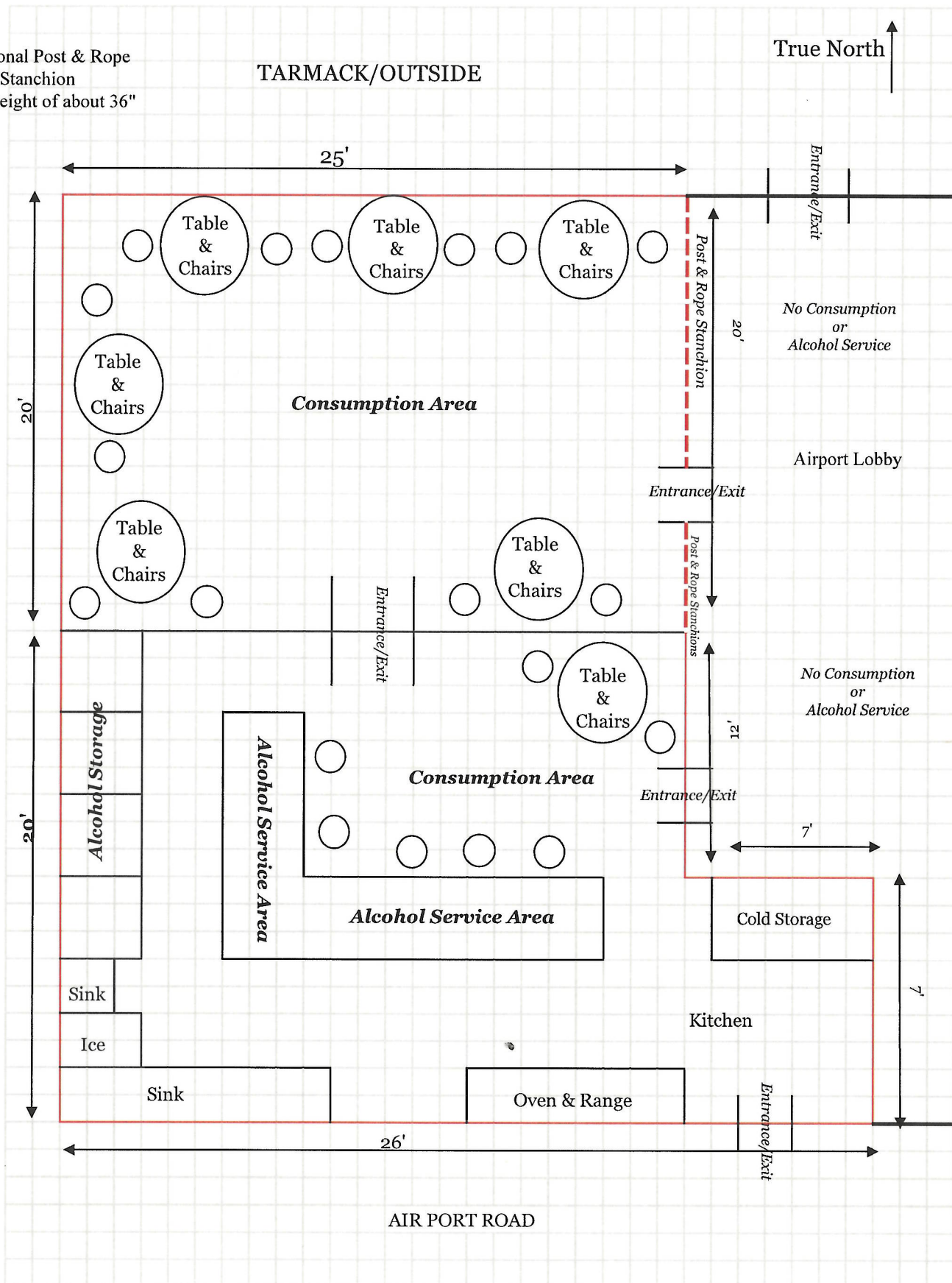
Form AB-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.

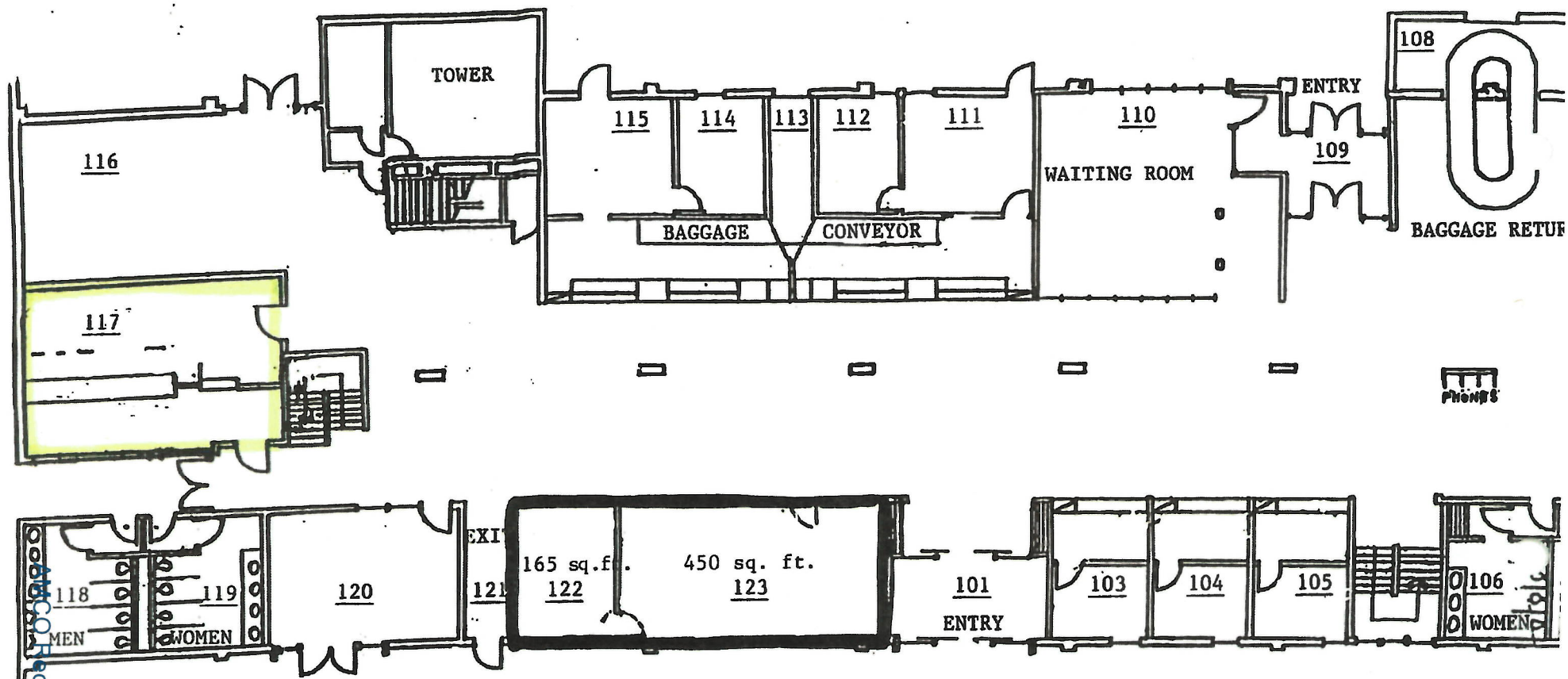
Puddle Jumpers Saloon
300 Airport Road, Valdez, Alaska 99686

Traditional Post & Rope
 Stanchion
 with a height of about 36"



VALDEZ AIRPORT TERMINAL BUILDING

FIRST FLOOR



Received 1/25/22



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A **menu** or expected menu listing the meals, including entrees prepared onsite and offered to patrons, and copy of the DEC Food Service Permit (or corresponding DHHS documentation for licenses located in the Municipality of Anchorage) must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	Stricky Unlimited, LLC				
License Type:	Beverage Dispensary- Tourism	License Number:	3461		
Doing Business As:	Stricky's Bar and Grill				
Premises Address:	Valdez Airport Terminal				
City:	Valdez	State:	AK	ZIP:	99686
Contact Name:	Clay Strickland	Contact Phone:	907-200-1045		

Section 2 – Type of Designation Requested

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

1. ☒ Dining after standard closing hours: AS 04.16.010(c)
2. ☒ Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
3. ☒ Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
4. ☒ Employment for persons 16 or 17 years of age: AS 04.16.049(c)
 NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY	
Transaction #:	100338833
Initials:	



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Section 3 – Minor Access

Review AS 04.16.049(a)(2); AS 04.16.049(a)(3); AS 04.16.049(c)

List where within the premises minors are anticipated to have access in the course of either dining or employment as designated in Section 2. (Example: Minors will only be allowed in the dining area. OR Minors will only be employed and present in the Kitchen.)

Minors visiting the establishment will only be allowed in the dining area. Minors employed by the establishment will only be employed and present in the kitchen. There is a zero tolerance policy for employed minors regarding infractions around alcohol. A first violation results in termination. All alcohol is stored where there is video surveillance. An employee under 21 cannot open or close and will not be left unattended during their shift.

Describe the policies, practices and procedures that will be in place to ensure that minors do not gain access to alcohol while dining or employed at your premises.

All persons ordering wine or beer will be asked to show valid photo ID issued by state or other government entity stating that their age is 21 or older. Minors will not be served wine or beer. All tables will be promptly bussed. Any minor attempting to purchase alcoholic beverages will be evicted.

Alcohol is stored in the bar area and in an outdoor storage shed locked and surveilled by video.

Is an owner, manager, or assistant manager who is 21 years of age or older always present on the premises during business hours?

Yes No

☒ ☐

Section 4 – DEC Food Service Permit

Per 3 AAC 304.910 for an establishment to qualify as a Bona Fide Restaurant, a Food Service Permit or (for licenses within the Municipality of Anchorage) corresponding Department of Health and Human Services documentation is required.

Please follow this link to the DEC Food Safety Website: <http://dec.alaska.gov/eh/fss/food/>

Please follow this link to the Municipality Food Safety Website:

<http://www.muni.org/Departments/health/Admin/environment/FSS/Pages/fssfood.aspx>

IF you are unable to certify the below statement, please discuss the matter with the AMCO office:

Initials

I have attached a copy of the current food service permit for this premises OR the plan review approval.

DB
CS

*Please note, if a plan review approval is submitted, a final permit will be required before finalization of any permit or license application.



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 5 – Hours of Operation

Review AS 04.16.010(c).

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

Monday, Friday, Saturday 4 pm- 8:30 pm Wednesdays 2pm- 8:30 pm

Section 6 – Entertainment & Service

Review AS 04.11.100(g)(2)

Are any forms of entertainment offered or available within the licensed business or within the proposed licensed premises?

Yes

No

☐
☒

If "Yes", describe the entertainment offered or available and the hours in which the entertainment may occur:

Food and beverage service offered or anticipated is:

☒

table service

☐

buffet service

☒

counter service

☐

other

If "other", describe the manner of food and beverage service offered or anticipated:



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 7 – Certifications and Approvals

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

There are tables or counters at my establishment for consuming food in a dining area on the premises.

DS
CES

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.
 This menu includes entrees that are regularly sold and prepared by the licensee at the licensed premises.

DS
CES

I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.

DS
CES

I have included with this application a copy of the most recent AB-02 or AB-14 for the premises to be permitted.
*(AB-03 applications that accompany a new or transfer license application will
 not be required to submit an additional copy of their premises diagram.)*

DS
CES

I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and cc

DocuSigned by:

Clayton Strickland

3D196406B364471...

Signature of licensee

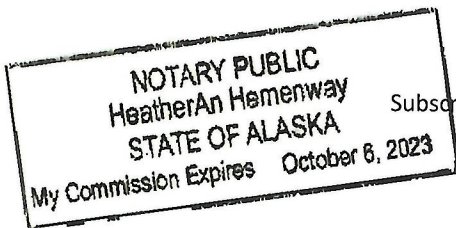
Clayton Strickland

Printed name of licensee

Heather An Hemenway
 Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: October 6, 2023



Subscribed and sworn to before me this 24th day of January, 2022

Local Government Review (to be completed by an appropriate local government official):

Approved

Denied

☐
☐

Signature of local government official

Date

Printed name of local government official

Title



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review:

Enforcement Recommendation:

Approve

Deny

Signature of AMCO Enforcement Supervisor_____
Printed name of AMCO Enforcement Supervisor☐☐_____
Date**Enforcement Recommendations:**

AMCO Director Review:

Approved

Denied

Signature of AMCO Director_____
Printed name of AMCO Director☐☐_____
Date**Limitations:**

PUDDLE JUMPERS SALOON & RESTAURANT

SERVED EVERY DAY FROM 10AM TO 10PM

Main Menu			Sides		
1/4 Burger • Side • Soda	15.00		Cheese	1.00	
Ham-It-Up • Side • Soda	15.00		Onions	2.00	
Beer Brat • Side • Soda	15.00		Mushrooms	2.00	
Hot Dawg • Side • Soda	13.00		Mozzarella Sticks	5.00	
Breakfast Burrito	15.00		Coffee	3.00	
2 Eggs, Sausage, Bacon & Hash Browns	12.00		Fries & Jo-Jo's	4.00	
Pancake, 2 Eggs, Bacon, Sausage & Hash Browns	13.00		Chips	2.00	
Chicken Strips • Side • Soda	13.00		Ham, Bacon, & Sausage	3.00	
Lucky 07	15.00		Juice	1.00	
Build A Burger	10.00				
Extra Patty	5.00				
Pina Toppings, AK			Pina Sauce		
Cheese			Tomato	BBQ	
Peppercorn			Pesto	Garlic	
Ham			Mushroom	Garlic Butter	
Bacon			Banana Peppers		
Jalapenos			Pineapple		

Delivery available!
Call 807-435-2001



Alaska Food Code 2022 Establishment Permit

Division of Environmental Health
Food Safety & Sanitation Program

Permit Number: 5106
 Issued to: **THE LANDING LIGHTS LLC**
 For: **Landing Lights Restaurant & Lounge**
 For Operation of: **FN-4B Bar/Tavern w/Food Service at the Bar**
 Located at: **E Pioneer DR Valdez, AK 99686**

This permit, issued under the provisions of 18 AAC 31, is valid until the noted expiration date or unless suspended or revoked by the department.

This permit is not transferable for change of ownership, facility location, or type of operation. It must be posted in plain view in the establishment and is the property of the State of Alaska.

Expiration Date:
December 31, 2022

Program Manager:

**If you have questions or concerns regarding
safe food handling practices call toll free:**

1-87-SAFE-FOOD

(in Anchorage call 334-2560)





Legislation Text

File #: 22-0158, **Version:** 1

ITEM TITLE:

Approval of Amendments to City Council Policies and Procedures

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: NA

Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

At the direction of the City Council, the attached City Council Policies and Procedures are amended to include a new section titled "Code of Conduct" and the amendment to the attendance policy for City Council and Boards and Commissions which establishes the policy for participation by teleconference to include telephone, videoconferencing or other form of electronic media.

New language is outlined in red, prior language is deleted by strikeout.

VALDEZ CITY COUNCIL
POLICIES AND PROCEDURES
Amended March 20, 2020
Amended September 21, 2021
Amended December 21, 2021

I. **AUTHORITY**

- A. Charter: The Charter of the City of Valdez provides that the Council may determine its own rules of procedure for meetings. The following set of rules shall be in effect upon their adoption by the Council and until such time as they are amended or new rules adopted in the manner provided by these rules.

II. **GENERAL GUIDELINES**

- A. New Council Seated:
1. At the first regular meeting following the annual City election, the mayor and City Council members are sworn in by the City clerk.
 2. The mayor then conducts the election of mayor pro tempore from among the Council members. The mayor pro tempore shall serve for one year. A majority vote of not less than four of the members elects the mayor pro tempore. The mayor pro tempore serves at the pleasure of the Council.
- B. Meetings to be Public: All meetings of the Council except those qualified as Executive Session shall be open to the public. The journal of proceedings (minutes) shall be open to public inspection.
- C. Quorum: A majority (4) of the members of the Council shall constitute a quorum and be necessary for the transaction of business. A quorum must be present for the duration of the meeting. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time.
- D. Notice of Meetings: **At least** 24-hours written notice shall be given designating the time and purpose of a special meeting. In the event the mayor declares in writing that a state of emergency exists, at least six (6) hours written notice shall be given designating the time and purpose of a special meeting.

- E. Journal of Proceedings: An account of all proceedings of the Council shall be kept by the City Clerk and shall be entered in a book constituting the official record of the Council.
- F. Discussion: Action items on the agenda require a motion prior to discussion. Discussion of any subject is permitted only with reference to a pending motion. When necessary, a motion can be prefaced by a few words of explanation or a member can first request information which may assist him in wording an appropriate motion. After a motion has been made and seconded, but prior to Council vote, members of the public may speak to the subject.
- G. Code of Conduct: The City Council expects ethical and businesslike conduct of its own members and of itself as a whole. This also includes members of Committees, Boards and Commissions appointed by the City Council. Members are accountable for exercising the powers and discharging their duties honestly, in good faith and in the best interests of the City. Enforcement of the Code of Conduct is the responsibility of the Mayor and City Council.

City Council and appointed Committee, Board and Commission Members shall:

1. Be knowledgeable about the mission, goals, powers and duties as established in the City Charter and the Valdez Municipal Code.
2. Attend meetings well prepared and participate fully in all matters.
3. Accept and support the decisions and recommendations expressed by a vote of the majority of the members.
4. Except for the purpose of inquiry, shall not become involved in specific management, personnel or administrative issues, or give orders to any subordinate of the city manager.
5. Guard against conflict of interest, whether business related or personal and declare any such potential conflict as required under Valdez Municipal Code Chapter 2.24, Code of Ethics.

6. Not deal with an issue individually, as authority is vested in the council as a whole. A member who learns of an issue has the obligation to bring it to the city manager or to the city council.
7. Speak and act at the meetings of the council and its boards and commissions in the interests of the whole organization.
8. When debating a motion on the floor, members must confine themselves to the matter before the City Council, Board or Commission. Members should not question the motives of another member, city staff or members of the public. However, the nature or consequences of a measure may be condemned in strong terms. It should not be an individual member, but the measure that is the subject of debate.
9. Display courteous conduct with staff, speakers, and fellow council and board members.

If a particular member's remarks are objected to by another member as being improper, that member shall be ruled out of order by the Mayor or the Chair and cannot proceed with the alleged improper comments without the permission of the Council, Board or Commission expressed by a vote of a majority of the members at that meeting, upon the question "Shall the member be allowed to continue speaking". There shall be no debate on the question.

Violations of the code of conduct by appointed members of committees, boards or commissions may result in disciplinary action as determined by an investigative committee appointed by the Mayor.

H. Rules of Order: Roberts Rules of Order Revised shall be the source of meeting procedure except where a different procedure is proper by law or Council custom.

I. Attendance:

1. A member of the city council may participate in and vote at a regular meeting, special meeting, or work session of the city council by teleconference (e.g., telephone, videoconferencing, or similar technology) under the following circumstances:

- a. The regular meeting, special meeting or work session is held with a quorum of members physically present.
- b. A council member is participating by teleconference due to:
 - An illness or injury of the council member or family member.
 - The birth or death of a family member.
 - An employment-related commitment.
 - A commitment for city business.
 - Other similar circumstances as determined by the Mayor, Mayor Pro-Tempore or Committee chair, as applicable.
- c. Reasonable technical capabilities are available at the meeting location to allow participation by teleconference, to include being able to hear and engage in discussion and being audible to all persons participating in the meeting.
- d. Prior to the meeting, reasonable efforts are made to ensure the council member participating by teleconference is provided with the meeting agenda and other pertinent documents to be discussed and/or acted upon. Access to the agenda and documents from the city website or agenda software is considered sufficient access.
- e. Council members shall provide the City Clerks' office with at least 24 hours' notice of their intent to participate by teleconference and provide contact information for purposes of setting up the teleconference.
- f. No more than the first three members to contact the City Clerks' office requesting participation by teleconference at a particular meeting may participate remotely.
- g. Notwithstanding other provisions herein, all members may participate by teleconference in a special meeting called to consider an emergency action.
- h. In the event that there has been a declaration of disaster emergency, the physical quorum requirements are suspended for the duration of the emergency. During the period of a state

of city emergency, the city may convene with a quorum of members appearing in person, or electronically, or a combination of members appearing in person and electronically through a live or real-time participation format.

- i. Council members are responsible for any charges incurred due to their participation by teleconference in a meeting unless they are absent from the community on City business.
- j. Council members participating via teleconference shall make every effort to participate in the entire meeting. From time to time during the meeting, the Mayor or City Clerk shall confirm the connection, and will disconnect the remote member if that member, the council, and the public are not clearly audible to one another. All votes taken at the meeting are by roll call.
- k. City Council members may participate by teleconference in regular meetings three (3) times per calendar year unless the council member is participating by teleconference due to a reason as described in (b) of this section.

Newly elected members may only attend by teleconference after attending at least three (3) regular meetings in person.

- l. The Mayor and Mayor Pro-Tempore may not preside over or chair a meeting in which they are participating by teleconference.
- 2. The seat of any Council member, including the Mayor, shall become vacant if the Council member is absent from three consecutive regular meetings without excuse.
 - 3. Administrative staff as required should be available for all Council meetings.

- 1. ~~Any Council member(s) not able to attend a particular meeting must notify the Mayor or City Clerk as far in advance as possible.~~
- 2. ~~Attendance by means of telephone or other electronic media is permitted where (a) physical attendance poses a risk to health or human safety as determined by the mayor; (b) during work sessions; or (c) by permission of the city council for purposes of executive session.~~

3. ~~A Council member who is participating telephonically under this section may participate in and vote at the meeting by telephone or other electronic means under the following circumstances:~~
 - a. ~~The Council may meet if a quorum of members are physically and/or telephonically present for the duration of the meeting;~~
 - b. ~~Reasonable technical capabilities are available at the meeting location to allow the member to participate, to include being able to hear and engage in discussion and being audible to all persons participating in the meeting;~~
 - c. ~~The member participating telephonically has the ability to obtain the meeting agenda and other pertinent documents to be discussed and/or acted upon;~~
 - d. ~~A member who is voting will have a voice vote;~~
 - e. ~~The public must be able to participate by telephone or other electronic means and must be provided the information required to engage in such participation when notice of the meeting is provided.~~
4. ~~Telephonic or electronic participation under this section shall include any means through which a member may participate remotely, to include being able to hear and engage in discussion, and being audible to all persons participating in the meeting. Online platforms for web-based connection approved by the IT Director or his/her designee are permissible means of participation so long as the criteria for participation set forth in Section 3 are met.~~
5. ~~Administrative staff as required should be available for all Council meetings.~~
6. ~~The seat of any Council member, including the Mayor, shall become vacant if the Council member is absent from three consecutive regular meetings without excuse.~~

- J. Motions for Reconsideration: Any action may be brought up for reconsideration one time by any Council member if action which was approved has not begun (i.e., contract signed, notice to proceed issued).
- K. Requests of Administration: Requests for information that is readily available or for tasks of an incidental nature, may be made by any individual council member, any time, without concurrence of a quorum.

Requests that will result in the use of staff time for the development of new documents, or to conduct activities that would not occur in the normal course of business, as determined by the city manager, shall require verbal consent by at least four (4) members of the council. (Four members of the council constitute a quorum).

- L. Attendance of Media at Council Meetings: All official meetings of the City Council and its commissions, boards and committees shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings. Recording, audio or video, arrangements shall be made with the City Clerk.
- M. Discipline: Council has the right to control its meeting hall. The mayor as presiding officer shall act on behalf of the Council in enforcing order as provided by parliamentary law. Decorum of the members should reflect the dignity of the Council and the public good.
- N. Each newly elected city council member shall complete a Declaration of Interest form setting forth each organization, board, non-profit corporation, etc., on which that newly elected city council member is a member. It is the obligation of the council member, throughout the duration of his/her term of office, to declare his interest prior to any relevant council discussions and to update this Declaration of Interest form to reflect any change of status on any current or new board positions. The Declaration of Interest form will be kept in the City Clerk's office and will be available to the public upon request. Each Council member will comply with the conflict of interest sections of the Valdez City Code.

- III. **ORDER OF BUSINESS AND AGENDA:** Only items appearing on the published or posted agenda may be acted upon. Any other business coming before the body may be introduced only by majority consent of the members and acted upon only if it is inconsequential and of minor significance. Failing the consent of the majority, the item shall be deferred to the next special or regular meeting agenda.

A. **Agenda Format:** The usual order of business will be as follows:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes
5. Public Appearances
6. Public Business from the Floor
7. Referrals/Reports from Commissions
8. Consent Agenda**
9. Unfinished Business (An item having been before council at a previous meeting.)
10. New Business
11. Ordinances
12. Resolutions
13. Reports
14. City Manager/City Clerk/City Attorney/Mayor Reports
15. Council Business from the Floor
16. Council Travel
17. Executive Session (If needed)
18. Adjournment

- B. **Agenda Items:** Items may be placed on the agenda by the city manager, city clerk, or at the request of the mayor, or any two members of the city council. Requests that items be placed on the agenda for action by the council shall under no circumstances violate the public notice requirement as set forth in Section 3.6 (c) of the City Charter.

- C. **Public Appearances:** Public appearances shall be scheduled and placed on the agenda by the city clerk or the city manager. The speaker and topic of the presentation shall be identified on the agenda. Public appearances and presentations shall be limited to not more than 15 minutes. Presentations exceeding 15 minutes may be scheduled as a work session at the discretion of the city manager, the mayor, or two members of the city council.

- D. Discussion Items: No action shall be taken on any item described on the agenda as a "discussion item" until a subsequent regular or special meeting. If prompt action is required on a matter due to timing of the issue involved, it shall be listed as an action item on the agenda.
- E. Consent Agenda: Items on the consent agenda are acted upon by one motion with no discussion. Consent Agenda items are to be those with no Council conflicts of interest and routine matters of business.

The Mayor or any council member may ask that an item listed on the Consent Agenda be moved to New Business for the purpose of discussion and vote.

The general public should be given the opportunity to speak to any item on the Consent Agenda. If a member of the public poses a question about any item on the Consent Agenda, that item must be moved to New Business for discussion.

IV. **TYPES OF MEETINGS:**

- A. Regular Meetings: The Council shall meet in the Council Chambers for regular meetings. The regular Council meetings are to commence at 7:00 p.m. on the first and third Tuesday of each month unless the Tuesday falls on a legal holiday in which case the meeting will be held the following Wednesday. All regular meetings of the City Council shall adjourn not later than twelve midnight, unless an affirmative vote of at least four members is taken to continue past midnight.
- B. Special Meetings: Special meetings of Council shall be called by the City Clerk upon request of the Mayor or two Council members. The request shall be documented by the City Clerk. The call for the special meeting shall specify the day, the hour and the location of the special meeting and shall list the subject or subjects to be considered. Only such business may be transacted at a special meeting as may be listed in the call for said meeting. Before a special meeting of Council is called, the City Clerk shall contact each Council member to verify attendance to determine if there will be a quorum.

- C. Work Sessions: The Council may meet in informal work sessions (open to the public) at the call of the Mayor or any two members of Council. A quorum must be present for the duration of the meeting. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time.

Only such business may be discussed at a work session as may be listed in the call for said work session. No action may be taken in a work session.

D. Executive Sessions:

1. Conduct of executive sessions shall be in accordance with the City of Valdez Charter and State law.
2. Items to be discussed in executive session shall be given prior public notice and properly identified on the published and posted agenda.
3. Matters that may be discussed in executive session:
 - a. matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the city;
 - b. subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
 - c. matters which by law, municipal charter, or ordinance are required to be confidential;
 - d. matters involving consideration of government records that by law are not subject to public disclosure;
 - e. some attorney-client communications

4. To take action on an item discussed during executive session, the item must be placed on the agenda both under the business portion of the agenda for action and the executive session portion for discussion. When the item is reached on the business portion of the agenda, a motion to modify the agenda to defer action on the item until after the executive session would be in order.
5. The City Council determines who may attend an executive session, including attendance by telephone.

V. **CHAIRMAN AND DUTIES:**

- A. Chairman: The Mayor shall preside as Chair at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tempore shall preside. In the absence of the Mayor and Mayor Pro Tempore, the City Council member present with the greatest cumulative length of service on the council shall preside.
- B. Voting: The City Clerk shall report the vote (Clerk, "ayes, nays, absent, ___ abstaining;") and the result of the action "motion carries/fails."
- C. Limitation on Chairman: Prior to making a motion, the presiding officer must relinquish the gavel to another Council member who will preside over the discussion and determination of the motion.

VI. **LEGISLATION:**

- A. Ordinances - Laws of the City:
 1. Introduction - Two public readings are required. A waiting period may be required for some ordinances.
 2. Method of Introduction: For Purpose of Public Hearing The ordinance is read in full, or, if sufficient copies are available to the public, it may be read by title only.
 3. Action at first reading may be to:
 - Amend as appropriate, or
 - Approve at first reading and advance to second reading

4. Action at second reading may be to:
 - Amend as appropriate, or
 - Approve at second reading and adopt
5. Amendment: If a substantial change is made, then additional readings are required until two consecutive readings are accepted without substantial change.
6. Emergency Ordinances - May be passed at first reading for adoption with six positive votes; are limited to matters which may be acted upon.
7. Codification - Most ordinances adopted either supplement or amend existing ordinances which are in the City code of Laws, and such supplements and changes are periodically printed for insertion into the code book. Some special purpose ordinances are not codified.

VII. **RESOLUTIONS - AN EXPRESSION OR OPINION OF COUNCIL:**

- A. Introduction: One public reading and motion to adopt or approve.
- B. Method of Introduction: Read in full or by title only as with ordinances.
- C. Purposes: An act of temporary character (budgets, user fees, policies, etc.)

VIII. **PROCLAMATION**: Official announcement or endorsement of a special event or person issued by the Mayor.

IX. **FINANCES:**

- A. Budget:
 1. The budget is to be available for review by Council by November 15 of each year.
 2. A public hearing is required by Council not less than one week before adoption.

3. The budget is to be adopted by resolution and money appropriated no later than December 20. There are provisions for adoption should Council fail to act as required.
4. May be amended in a manner provided by the code.
5. The Council will conduct a mid-year review of the budget and amend if necessary.

B. Audit:

1. Annual audit shall be made by an independent certified public accountant employed by Council.
2. Completed report is due to Council within 180 days following the close of the fiscal year under examination.

X. TAXES:

- A. Property Assessment: Annually at January 1.
- B. Assessment Appeals: Council acts as a Board of Equalization in establishing assessment roll property values.
- C. Tax Calendar: Council sets tax calendar by resolution to set various due dates for tax assessment and collection.
- D. Tax Rates: Council sets tax rate by resolution after tax roll is certified, subsequent to meeting of the Board of Equalization.

XI. TRAVEL

- A. City Council and Administrative Officers
 1. Purpose. To establish regulations and procedures for official travel, the approval of payment for per diem, and the reimbursement for travel related expenses.
 2. Policy. It is the policy of the City of Valdez that City Council and Administrative Officers (City Clerk and City Manager) travel for official business outside the Valdez area shall be conducted in the most direct and cost effective way to accomplish its purpose.

The Deputy City Clerk, as a non-exempt employee, shall adhere to the travel policy as established in the City of Valdez personnel regulations. The City Clerk shall act as City Manager for the purpose of authorizing and approving travel by the Deputy City Clerk.

B. Travel for the Purpose of Training

The City Council and the City Clerk are encouraged to take advantage of training opportunities that will prepare them for advancement or expand their skills, but may only pay for expenses such as registration, travel or per diem.

Travel by Administrative Officers during normal work days/hours shall be compensable at the normal rate of pay.

The City will not compensate City Council members or the City Clerk for any inessential costs. For example, if a training session ends on a Wednesday and the employee does not return to work until the following Monday, the City Council or City Clerk will not be compensated for time (other than necessary travel time) or the extra costs incurred on Thursday and Friday.

City Council and Administrative Officers travel is authorized for official City purposes when one or more of the following criteria are met:

1. Travel is required to achieve operational and service objectives of the City.
2. Travel is required to support State or Federal efforts, which are beneficial to the City.
3. Travel is mandated by the State or Federal government.
4. Travel is for specific training, which is required for City Council members or the City Clerk to perform City functions, such as training on technological advances or for required certifications.
5. Travel is for specific training which will result in a significant cost savings or cost avoidance for the City.

6. Travel is required to attend a national or state board, committee meeting, or conference as a City representative and the exchange of information or participation will result in a benefit to the City.

C. Definitions

1. Travel Report. Travel documentation outlining travel details and expenses.
2. Travel Authorization Form. Standardized city form itemizing expenses required for internal processing of travel claims.
3. Traveler. City Council members, including, Administrative Officers, authorized to travel on official business outside the Valdez area.

D. Responsibilities.

Travelers shall:

1. Assure that all official travel is conducted in a timely, cost-effective, and most beneficial manner for the City. Consideration of a maximum of 1 pre and/or post travel day may be allowed, depending on length of time of travel.
2. Incur only those expenses, which are necessary and reasonable to accomplish the approved purpose of the trip.
3. Maintain records and receipts for travel related expenses as may be required for payment or reimbursement.
4. Ensure that all official business expenses incurred or submitted for reimbursement are in compliance with this policy/procedure.
5. Upon completion of official travel, submit a Travel Authorization Form, including all required receipts, to the Deputy City Clerk within five (5) working days, who will submit the travel authorization form and receipts to the Finance Department.
6. Submit in writing justification for any deviation from this policy/ procedure.

7. The City Clerk's Office will provide a quarterly travel report to the City Council of all travel reports filed since the last reporting period. The report shall be provided at least 30 days following the end of the quarter.

E. City Council and Administrative Officers Travel Expenses and Per Diem:

Purpose. To establish regulations and procedures for the payment and/or reimbursement of authorized expenses.

Policy. It is the policy of the City of Valdez to authorize the City Council and Administrative Officers to use their City P-Card or request payment in advance for certain actual expenses incurred while on official City business outside the Valdez area, provided the travel meets the criteria established in Section B, 1 thru 9.

1. Air Travel Costs. The City will pay the cost of air transportation directly related to travel for official business. The most economical and direct route available shall be utilized.
2. Private Vehicle Costs. The City will only pay a traveler for use of privately owned vehicles at the rate-per-mile currently being allowed by the Internal Revenue Service, not to exceed the cost of coach airfare and rental car. If two or more Council members travel in the same vehicle, only the owner of the vehicle may claim reimbursement for mileage. The City shall notify the Council and Administrative Officers of any rate changes by the IRS.

Mileage will be reimbursed based upon the following standard mileage/distance schedule:

Anchorage - 310 mi.
Fairbanks - 363 mi.
Wasilla - 254 mi.
Palmer - 249 mi.
Homer - 531 mi.
Girdwood - 382 mi.
Soldotna - 469 mi.
Seward - 433 mi.
Kenai - 456 mi.

3. City Vehicle. The City will pay the cost of fuel and other trip related vehicle-operating costs. No reimbursement for mileage will be allowed.
4. Lodging Costs. The City will pay lodging costs (room and taxes Government rates and tax exemptions shall be requested and used whenever possible. Use of Non Commercial, privately owned rental units must be pre-approved to be considered for reimbursement. Itemized hotel receipts are required for payment or reimbursement.
5. Per Diem. The City will pay up to \$70.00 per day for meals and incidental expenses incurred during official travel away from the Valdez area. If travel status is for at least three hours between the hours of the following time periods, the rate indicated shall be paid:

Midnight - 8:00am: \$20.00

8:00am - 4:00pm: \$20.00

4:00pm - Midnight: \$30.00

Actual meal expenses for a per diem period greater than the per diem rate may be claimed in lieu of per diem, if fully documented with detailed receipts.

6. City Sponsored meals and Entertainment. Charges for city sponsored meals and entertainment are authorized in addition to per diem. The traveler sponsoring the event shall provide receipts and report expenses with their travel authorization form.
7. Registration Fees. The City may make advance payment and/or reimbursement for educational/training fees. Fees for spouse activities are the responsibility of the traveler and will not be paid by the City.
8. Ground Transportation. The City will pay for auto rentals and auto rental fuel only for the days and mileage necessary to conduct official City business. Private vehicle use in the conduct of City business will be reimbursed at the rate-per-mile allowed by the Internal Revenue Service.

9. Other Expenses. The City will pay or reimburse actual amounts paid for taxis, airport limousine services, telephone calls, laundry, self or valet parking, in-room movies, toiletries, etc. Paid itemized receipts for actual expenses will be required for any expense equaling \$10 or more.

F. Travel Advance. The City may, upon request by the traveler, make travel advances, up to one hundred (100%) of verified per diem and travel expenses contained within a travel authorization form. Travel advances may be requested only when travel plans have been finalized and expenses verified and documented.

G. Unforeseen Travel Interruptions. Travel expenses that result from incidents, outside of the traveler's control, (such as airline cancellations, road closures, etc.), that prevent a traveler from returning as scheduled, shall be paid or eligible for reimbursement by the City.

XII. **MISCELLANEOUS PROVISIONS:**

A. **Amendment of Council Rules of Procedure:**

1. Modifications and changes to City Council procedures may be as directed by Council.
2. Amendments resulting from city charter or code changes shall be deemed incorporated in the council procedures as required.

XIII. **CITIZEN ADVISORY GROUPS:**

A. **Commissions, Boards and Committees:**

Certain advisory groups are established by statute or ordinance. The members of advisory groups established by statute or ordinance shall be appointed by the City Council.

Any vacancy during the unexpired term of an appointive member shall be filled by the council for the remainder of the term. The City Clerk shall advertise notice of the vacancy.

B. Function of Advisory Groups:

1. To receive citizen input and administration staff advice in formulating policy recommendations.
2. To assist and advise Council in the development of program policy and budget for the city.

C. Established or Standing Advisory Groups:

1. Planning and Zoning Commission
2. Valdez Museum and Historical Archive Board of Directors
3. Ports and Harbors Commission
4. Parks and Recreation Commission
5. Valdez Consortium Library Board
6. Economic Diversification Commission
7. Permanent Fund Investment Committee
8. Beautification Commission

D. Establishment of Temporary Citizen Advisory Groups (Task Force)

1. When considering assignment of a special project or delegation of work to a citizen advisory group, City Council shall first consider assigning such work to an established or standing citizen advisory group.
2. If the work considered does not fit into the mission, purpose, or scope of an established or standing citizen advisory group, a temporary citizen advisory group in the form of a "Task Force" shall be formally established by Council resolution.
3. The City Council resolution establishing the temporary Task Force shall, at a minimum, include the following components:
 - The official name of the Task Force;
 - Scope of work the Task Force is expected to complete (*Task Forces should be limited in scope*);
 - Timeline for work completion and Task Force sunset date (*Task Forces should be temporary in nature*);

- Task Force member composition;
 - Task Force member appointment methodology (appointment by name within the resolution or direction to the City Clerk to solicit for interested and qualified applicants from the general public);
 - Expected Task Force work products and delivery date of said work products to City Council;
 - Designation of city staff or city department to provide staff/administrative support to the Task Force; and
 - Other guidelines as determined by City Council.
4. All temporary Task Forces shall be subject to the same standard policies and procedures established for other citizen advisory groups, including election of a Task Force chair and chair pro tempore during the first Task Force meeting, adherence to attendance and quorum policies, meeting noticing and Alaska Open Meetings Act requirements, use of proper parliamentary procedure and meeting decorum, recording of meeting minutes, and use of the full city legislative management software system.

E. Attendance

1. Any member(s) not able to attend a particular meeting must notify their Staff Liaison as far in advance as possible.
2. Attendance policies and procedures for the Valdez Museum and Historical Archive Association Board of Directors are outlined in the VMHA By-Laws and may differ slightly from this section.
3. A member of a city board, commission or committee may participate in and vote at a regular meeting, special meeting, or work session by teleconference (e.g., telephone, videoconferencing, or similar technology) under the following circumstances:
 - a. The regular meeting, special meeting or work session is held with a quorum of members physically present.

- b. A member is participating by teleconference due to:
 - An illness or injury of the member or family member.
 - The birth or death of a family member.
 - An employment-related commitment.
 - A commitment for city business.
 - Other similar circumstances as determined by the Chair, or Chair Pro-Tempore as applicable.
- c. Reasonable technical capabilities are available at the meeting location to allow participation by teleconference, to include being able to hear and engage in discussion and being audible to all persons participating in the meeting.
- d. Prior to the meeting, reasonable efforts are made to ensure the member participating by teleconference is provided with the meeting agenda and other pertinent documents to be discussed and/or acted upon. Access to the agenda and documents from the city website or agenda software is considered sufficient access.
- e. Members shall provide the board or commission staff liaison with at least 24 hours' notice of their intent to participate by teleconference and provide contact information for purposes of setting up the teleconference.
- f. No more than the first three members to contact the Staff Liaison requesting participation by teleconference at a particular meeting may participate remotely.
- g. In the event that there has been a declaration of disaster emergency, the physical quorum requirements are suspended for the duration of the emergency. During the period of a state of city emergency, the city may convene with a quorum of members appearing in person, or electronically, or a combination of members appearing in person and electronically through a live or real-time participation format.

- h. Members are responsible for any charges incurred due to their participation by teleconference in a meeting unless they are absent from the community on City business.
- i. Members participating via teleconference shall make every effort to participate in the entire meeting. From time to time during the meeting, the Staff Liaison shall confirm the connection, and will disconnect the remote member if that member, the commission or board members physically present, and the public are not clearly audible to one another. All votes taken at the meeting are by roll call.
- j. Members may participate by teleconference in regular meetings three (3) times per calendar year unless the member is participating by teleconference due to a reason as described in (b) of this section.

Newly elected members may only attend by teleconference after attending at least three (3) regular meetings in person.

- k. The Chair and Chair Pro-Tempore may not preside over or chair a meeting in which they are participating by teleconference.
- 3. The seat of any Board, Committee or Commission member, including the Chair, shall become vacant if the member is absent from three consecutive regular meetings without excuse. The City Clerk shall forward to Council for formal action the request to remove a member after three consecutive absences occurring without advance authorization.
 - 4. Any member wishing to resign from a citizen advisory group prior to the completion of their full term shall provide written notice to their Staff Liaison who will forward such notice to the City Clerk's Office for processing and formal acceptance by City Council.
 - 5. Administrative staff as required should be available for all Board, Committee and Commission meetings.

- 3. ~~A member may participate via telephone in a Board, Commission, Task Force, or Committee meeting, except~~

~~members of the Planning and Zoning Commission, which are bound by the attendance requirements set forth in II (H).~~

- ~~4. No more than three members may participate via telephone at any one meeting. A quorum of members must be physically present.~~
- ~~5. The member shall notify the Staff Liaison, if reasonably practicable, at least twenty-four hours in advance of a meeting which the member proposes to attend by telephone and shall provide the physical address of the location, the telephone number, and any available facsimile, email, or other document transmission service.~~
- ~~6. At the meeting, the Staff Liaison shall establish the telephone connection when the call to order is imminent.~~
- ~~7. A member participating by telephone shall be counted as present for purposes of discussion, and voting.~~
- ~~8. The member participating by telephone shall make every effort to participate in the entire meeting. From time to time during the meeting the Chair shall confirm the connection.~~
- ~~9. The member participating by telephone may ask to be recognized by the Chair to the same extent as any other member.~~
- ~~10. To the extent reasonably practicable, the Staff Liaison shall provide backup materials to members participating by telephone.~~
- ~~11. If the telephone connection cannot be made or is made then lost, the meeting shall commence or continue as scheduled and the Administrator shall attempt to establish or restore the connection.~~
- ~~12. Meeting times shall be expressed in Alaska time regardless of the time at the location of any member participating by telephone.~~

13. ~~Participation by telephone shall be allowed for regular, special, work sessions and sub-committee meetings of the Committee or Commission.~~
14. ~~Remarks by members participating by telephone shall be transmitted so as to be audible by all members and the public in attendance at the meeting.~~
15. ~~All votes shall be taken by audible roll call vote.~~
16. ~~As used in these rules, "telephone" means any system for synchronous two-way voice communication. "Chairperson" includes the Acting Chair or any other member serving as chair of the meeting.~~
17. ~~A quorum (majority of the members) must be present at all times during a meeting or work session of the commission or committee.~~
18. ~~The seat of any member, including the Chair, shall become vacant if the member is absent from three consecutive regular meetings, except where advance requests for extended absences are authorized by a formal vote of a majority of the applicable citizen advisory group.~~

F. Travel Authorization

All travel for members of Boards, Commissions, Advisory Groups, or members of other community service organizations for which city funding is requested, shall be coordinated through the City Clerk and is to be approved in advance by a vote of the council.

XIV. **CITIZENS' RIGHTS:**

- A. Addressing the Council: Any person desiring to address Council by oral communication shall first secure the permission of the Chair.
- B. Manner of Addressing the Council -- Time Limit: Each person addressing the Council other than as a scheduled Public Appearance shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record.

The time allowed for public testimony is five minutes, individually or by agent. A person may give individual testimony and testify as an agent of another, but may not exceed five minutes total. Additional time may be granted by the Mayor, upon motion and approval by the Council, to a person testifying who possesses special knowledge or expertise on the matter being heard. The five-minute limitation shall be strictly enforced by the Mayor.

All remarks shall be addressed to the Council as a body and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion, either directly or through members of the Council. No questions shall be asked the Council members except through the Chair.

- C. Personal and Slanderous Remarks: Any person making personal, non-germane or slanderous remarks or who shall become boisterous while addressing the Council may be requested to leave the meeting.
- D. Written Communications: Interested parties, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City's business or over which the Council has control at any time by direct mail or by addressing the City Clerk and copies will be distributed to the Council members.

XV. ADMINISTRATIVE OFFICERS:

A. Definitions:

For the purposes of this section, Administrative Officers refer to the City Manager and City Clerk who work directly for the City Council as authorized and defined by the City Charter, Chapter V - The Administrative Service:

- B. Manner of Employment: The City Manager and City Clerk will be employed or engaged via negotiated individual contracts approved by the City Council.
- C. Evaluations: The City Council will evaluate the performance of the City Manager and the City Clerk under direct employment on a periodic basis, but not less than once annually.

D. Annual Evaluation Process: The City Council will employ the following annual evaluation process:

1. Two regular Council meetings before an evaluation, the City Council will be provided the currently adopted evaluation form(s) for the Officer being evaluated, and appoint a council member to serve as "evaluation chairperson" for that specific evaluation.
2. Each City Council Member will fill out the evaluation form(s) individually.
3. One regular Council meeting before the evaluation, the City Council will meet in Executive Session (without the Officer being evaluated*) to discuss the performance and reach consensus regarding final disposition of the evaluation form(s).
4. The evaluation chairperson will compile the final version of the evaluation form(s) and provide a copy to the full Council and the Officer being evaluated, not less than seven calendar days prior to the evaluation.
5. The annual evaluation will occur at the next regular City Council meeting in Executive Session*.
6. All evaluation forms will be considered confidential and will not be released without the express written permission of the Officer being evaluated.

*AS 44.62.310 (c) (2) allows a governing body to meet in executive session on matters which tend to prejudice the reputation and character of any person, except that the person to be discussed is entitled to notice and may insist upon open discussion.



Legislation Text

File #: ORD 22-0002, **Version:** 1

ITEM TITLE:

#22-02 - Amending Chapter 2.80, Section 2.80.075, Titled Open Market Purchases/Procurement.
Second Reading. Adoption.

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

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

RECOMMENDATION:

Approve Ordinance #22-02 amending Chapter 2.80 of Valdez Municipal Code.

SUMMARY STATEMENT:

The following revisions are recommended to facilitate current initiatives related to housing development, as well as codify process in response to scenarios that have been encountered by Staff. All changes are additions to section 2.80.075 Open Market Purchases.

I. Contractual services for infrastructure, including required facilities set forth in VMC 16.20.020, pursuant to an agreement for the development of housing. Work completed under such agreements must satisfy applicable public construction contract payment requirements under state and federal law.

J. Contractual services where the competitive bidding process has failed to yield responsive bids or proposals.

K. Contractual services provided subject to a services agreement for unanticipated maintenance, alterations, and repairs for city facilities that are not part of a planned CIP or Major Maintenance Project where the underlying services agreement provides that compensation shall not exceed \$40,000.

Addition "I" specifically relates to the expedient use of City resources when assisting with the construction of infrastructure adjacent to new subdivisions. This scenario may not necessarily be employed in every case but is a viable solution to scheduling, interference, and compliance issues related to near proximity infrastructure work associated with housing development.

Addition "J" is necessary as there is no specific provision to satisfy procurement following the failure

of the competitive bidding process. This situation has occurred more than once in the last 24 months. Addition “K” codifies the current process of establishing service agreements with contractors for non-scheduled work activities related to maintenance of City infrastructure.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 22-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, AMENDING CHAPTER 2.80, SECTION 2.80.075, TITLED
OPEN MARKET PURCHASES/PROCUREMENTS

WHEREAS, the following amendments to Section 2.80.075 create exceptions to the competitive bidding process recommended by city administration to facilitate current initiatives related to housing development, procurement processes related to unanticipated maintenance, and non-responsive bids.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA THAT the following amendments are made to Chapter 280, Section 2.80.075 of the Valdez Municipal Code:

Section 1. Section 2.80.075 is hereby amended to read as follows:

2.80.075 Open market purchases/procurements.

The following may be purchased without competitive bidding:

- A. Supplies, materials, equipment or contractual services when combined cost does not exceed five thousand dollars in a single transaction;
- B. Supplies, materials, equipment or contractual services which can only be furnished by a single dealer, or which has a uniform price wherever bought;
- C. Supplies, materials, equipment or contractual services procured from another unit of government at a price deemed below that obtainable from private dealers, including war surplus;
- D. Contractual services procured from a public utility corporation at a price or rate determined by state or other government authority;
- E. Contractual services of a professional nature, such as medical services, or insurance policies whose nature demands immediate action;
- F. Supplies, materials or equipment which cannot be procured locally and which can be procured from a source selected by another unit of government pursuant to competitive bidding procedures to provide the same or similar supplies, materials or equipment if:
 - 1. The award was made by the governmental unit; and

2. The item(s) can be procured at the same price plus additional freight or delivery charges if applicable;

G. The city encourages local procurement whenever practicable. Procurements made under this section shall only be made after a reasonable attempt to evaluate procurement options from a local source;

H. Professional services; provided, that the procedures set out in Section 2.80.080 are followed.

I. Contractual services for infrastructure, including required facilities set forth in VMC 16.20.020, pursuant to an agreement for the development of housing. Work completed under such agreements must satisfy applicable public construction contract payment requirements under state and federal law.

J. Contractual services where the competitive bidding process has failed to yield responsive bids or proposals.

K. Contractual services provided subject to a services agreement for unanticipated maintenance, alterations, and repairs for city facilities that are not part of a planned Capital Infrastructure Project (CIP) or Major Maintenance Project where the underlying services agreement provides that compensation shall not exceed \$40,000.

Section 2. This ordinance shall take effect immediately following final approval and adoption by the Valdez City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2022.

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

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



Legislation Text

File #: ORD 22-0003, **Version:** 1

ITEM TITLE:

#22-03 - Amending the Zoning Map to Effect a Change to Lot 5A, Block 4, Corbin Creek Subdivision Phase IV, Plat 2013-3 to Single-Family Residential and a change to Lot 1A, Block 11, Corbin Creek Subdivision Phase III, Plat 2014-1 and Lot 8A, Block 11, Corbin Creek Subdivision Phase III, Plat 2014-2 to Semi-Rural Residential. First Reading. Public Hearing.

SUBMITTED BY: Bruce Wall, Senior Planner

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Adopt Ordinance #22-03, amending the Zoning Map to effect a change to Lot 5A, Block 4, Corbin Creek Subdivision Phase IV, Plat 2013-3 to Single-Family Residential and a change to Lot 1A, Block 11, Corbin Creek Subdivision Phase III, Plat 2014-1 and Lot 8A, Block 11, Corbin Creek Subdivision Phase III, Plat 2014-2 to Semi-Rural Residential.

SUMMARY STATEMENT:

There are three lots within Corbin Creek Subdivision that had lot boundary changes in 2013 as a result of purchasing adjacent land from the City. The official zoning map that was adopted last year indicates that the original lot retained the residential zoning and the land acquired from the City retained its zoning. These three lots now have split zoning. Staff has recently reviewed our records and has discovered that in 2013, City staff mistakenly informed these property owners and the planning and zoning commission that the land purchased from the City would take on the residential zoning when it was replatted and combined with the adjacent residential lot. However, the City code states that zoning changes can only be made by ordinance of the City Council.

The Planning & Zoning Commission held public hearings on this matter on March 9, 2022 and, following the opportunity for public input and discussion, approved recommendations to Council to approve this rezone.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 22-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AUTHORIZING AN AMENDMENT TO THE ZONING MAPS TO EFFECT A CHANGE ON LOT 5A, BLOCK 4, CORBIN CREEK SUBDIVISION PHASE IV, PLAT 2013-3 TO SINGLE-FAMILY RESIDENTIAL AND LOT 1A, BLOCK 11, CORBIN CREEK SUBDIVISION PHASE III, PLAT 2014-1 AND LOT 8A, BLOCK 11, CORBIN CREEK SUBDIVISION PHASE III, PLAT 2014-2 TO SEMI-RURAL RESIDENTIAL

WHEREAS, there are three lots within Corbin Creek Subdivision that had lot boundary changes in 2013 as a result of purchasing adjacent land from the City; and

WHEREAS, the official zoning map that was adopted in 2021 indicates that the original lots retained their residential zoning and the land acquired from the City retained its zoning; and

WHEREAS, in 2013 city staff mistakenly informed these property owners and the planning and zoning commission that the land purchased from the City would take on the residential zoning when it was replatted and combined with the adjacent residential lot; and

WHEREAS, the City code states that zoning changes can only be made by ordinance of the City Council; and

WHEREAS, on January 26, 2022 the Planning and Zoning Commission initiated the process for rezoning these parcels; and

WHEREAS, the comprehensive plan future land use map designates these lots as within the Residential Neighborhood place type; and

WHEREAS, Action 2.1.E of the Valdez Comprehensive Plan is, “Rezone parcels to align with the Future Land Use Map.”; and

WHEREAS, on March 9, 2022, following public hearings, the Planning & Zoning Commission approved a recommendation to the City Council to approve the proposed map amendments;

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

Section 1: The Zoning Maps of the City of Valdez, Alaska are amended to effect a change on Lot 5A, Block 4, Corbin Creek Subdivision Phase IV, Plat 2013-3 to Single-Family Residential and a change on Lot 1A, Block 11, Corbin Creek

Subdivision Phase III, Plat 2014-1 and Lot 8A, Block 11, Corbin Creek Subdivision Phase III, Plat 2014-2 to Semi-Rural Residential.

Section 2: This ordinance becomes effective immediately upon passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2022.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

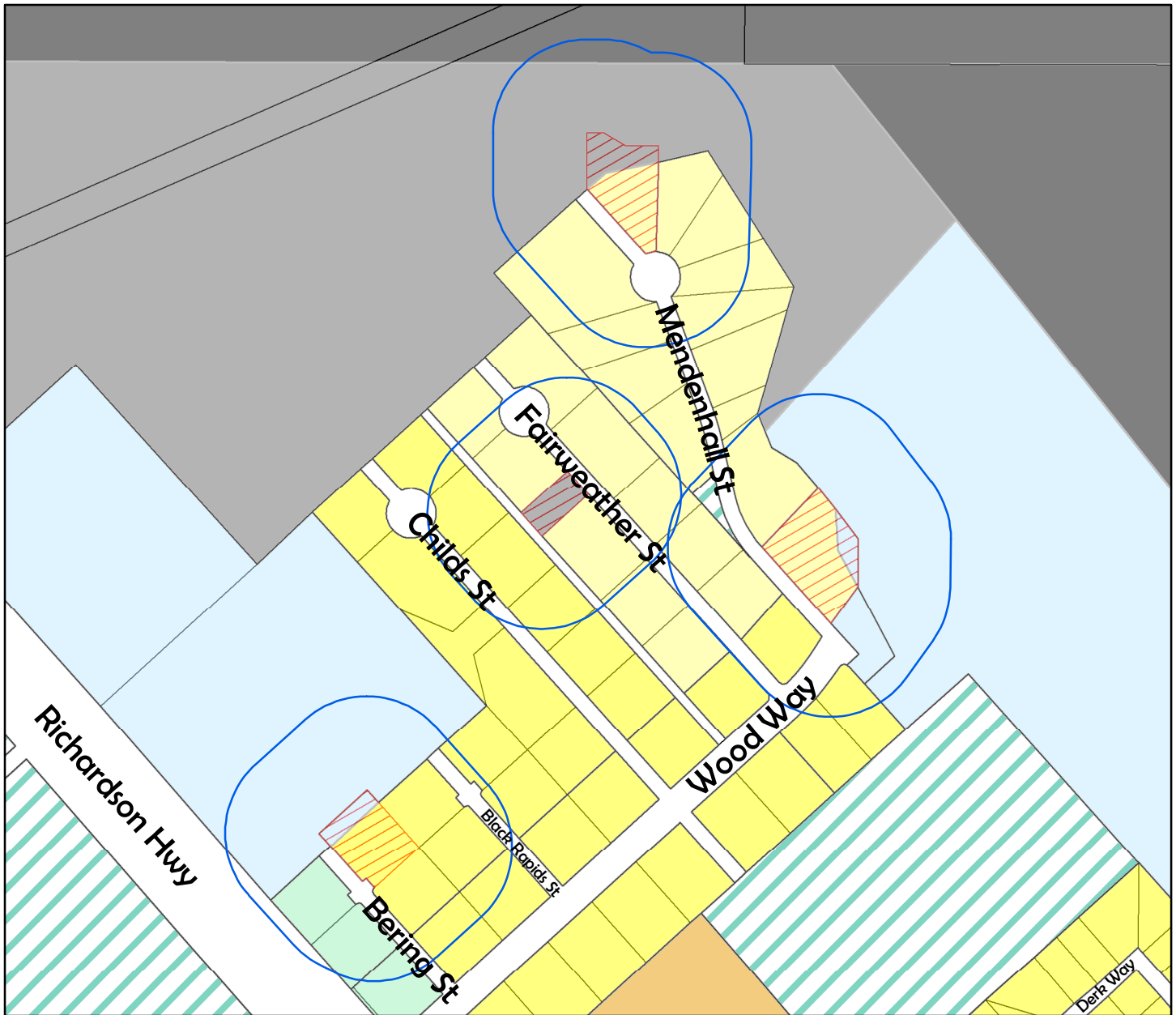
ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

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

First Reading:
Second Reading:
Yeas:
Nays:
Absent:
Abstain:



Properties Proposed for Rezoning to Residential Zoning

P & Z Commission Meeting
March 9, 2022



0 250 500 1,000
Feet

Author: City of Valdez Planning Date: 2/11/2022



300-Foot Notification Area

Current Zoning

- Single Family Residential (R-A)
- Semi-Rural Residential (R-N)
- Commercial Residential (C-R)
- Neighborhood Commercial (N-C)
- Public Lands (P)
- Light Industrial (L-I)
- Heavy Industrial (H-I)
- Unclassified (UL)
- Subject Properties Corbin Creek



City of Valdez

ALASKA

Planning Department

3031 Mendenhall Street Rezone – Proposed Findings

Date: March 9, 2022

To: Planning & Zoning Commission

From: Bruce Wall, Senior Planner

General Information

Street Address:	3031 Mendenhall Street
Legal Description:	Lot 8A, Block 11, Corbin Creek Subdivision Phase III, Plat 2014-2
Current Zoning District:	Light Industrial and Semi-Rural Residential
Proposed Zoning District:	Semi-Rural Residential
Property Owner:	Cynthia S. Clements
Size:	1.44 Acres

Project Description

This property is one of three lots within Corbin Creek Subdivision that had lot boundary changes in 2013 as a result of purchasing adjacent land from the City. The official zoning map that was adopted last year indicates that the original lot retained the Semi-Rural Residential zoning and the land acquired from the City retained the Unclassified Lands zoning designation. This lot now has split zoning. Staff has recently reviewed our records and has discovered that in 2013, city staff mistakenly informed the property owner and the planning and zoning commission that the land purchased from the City would take on the residential zoning when it was replatted and combined with the adjacent residential lot. However, the City code states that zoning changes can only be made by ordinance of the City Council.

On January 26, 2022, the Planning and Zoning Commission requested that Planning Department staff schedule a public hearing for the purpose of changing the zoning designation of this property.

Findings

1. Procedure.

- a) In 2013, the owner of Lot 8, Block 11, Corbin Creek Subdivision purchased adjacent land from the City of Valdez. This transaction was finalized with the deed recorded as Document 2014-000023-0.
- b) Plat 2014-2 combined Lot 8, Block 11 with the acquired property to form Lot 8A, Block 11, Corbin Creek Subdivision Phase III, Plat 2014-2.
- c) The final plat that would combine these two parcels was approved on December 11, 2013. The agenda statement for this meeting states, “The newly created lot will have the same zoning as the existing residential parcel (RN)”.
- d) VMC 17.54 states that zoning changes can only be done by ordinance of the City Council.

- e) The official zoning map adopted by the City Council in 2021 indicates that this property is partially zoned Light Industrial and partially zoned Semi-Rural Residential.
- f) On January 26, 2022, the Planning and Zoning Commission initiated the process to change the zoning designation of this property to Semi-Rural Residential.
- g) A public hearing for March 9, 2023 was scheduled to consider the zoning change.
- h) Notice of the meeting was published in the Copper River Record on February 24, 2022 and March 3, 2022, in accordance with VMC 17.06.060(B)(1) and VMC 17.54.040.
- i) Notice of the publication was published in KVAK's e-blast newspaper on February 21, 2022 and February 28, 2022.
- j) Notice of the meeting was mailed on February 22, 2022 to the 7 property owners within 300 feet of the subject property, in accordance with VMC 17.06.060(B)(2) and VMC 17.54.040.

2. Reasons and justification for proposing such change. VMC 17.54.030(A)

- a) Changing the zoning designation of the acquired portion of the lot to Semi-Rural Residential is consistent with its use as a residential lot in a residential subdivision.
- b) Changing the zoning designation will eliminate the administrative problems associated with the split zoning of the lot.
- c) Changing the zoning designation will be consistent with the information that was provided to the property owners in 2013.

3. Except for the extension of existing district boundaries, no change in any use district classification or an official zoning map shall be considered which contains an area less than two acres. VMC 17.54.020(C)

The zoning change is an extension of existing district boundaries.

4. The effect the rezone will have on the objectives of the comprehensive plan. VMC 17.54.030(B)

The rezone will be implementing the objectives of the comprehensive plan. Objective 2.1.E of the Valdez Comprehensive Plan states, "Rezone parcels to align with the Future Land Use Map." The future land use map designates this lot as within the Residential Neighborhood place type.

5. Whether the public necessity, convenience, general welfare, modification of the comprehensive plan, or good zoning practice requires the rezone. VMC 17.54.050

Public necessity, convenience, general welfare, and good zoning practice requires the rezone because of the following.

- a) Changing the zoning district so that the entire parcel is zoned Semi-Rural Residential will be implementing the comprehensive plan by making the zoning consistent with how it is indicated on the future land use map.
- b) The rezone of the acquired portion of the lot to Semi-Rural Residential is consistent with its use as a residential lot in a residential subdivision.

6. Whether the rezone is in accordance with the comprehensive plan. VMC 17.54.050

The rezone is in accordance with the comprehensive plan because the future land use map designates this lot as within the Residential Neighborhood place type.

ASLS 79-116 TRACT F
ZONED LI

LOT LINE REMOVED

BASIS OF BEARING

FORMER
DEED 2014-000023-0
FORMERLY ZONED LI

LOT 8A BLOCK 11
62,600 FT² (1.44 ACRES)
ZONED RN

FORMER
LOT 8 BLOCK 11 PLAT 2001-6
ZONED RN

LOT 7
ZONED RN

BLOCK 11
CORBIN CREEK PHASE III
LOT 6
ZONED RN

LOT 4A
BLOCK 10
CORBIN CREEK PHASE III
PLAT 2012-5
ZONED RN

LOT 5
ZONED RN

LOT 4
ZONED RN

LOT 2
ZONED RN

BLOCK 10

STREET CLASSIFICATION MINOR ROAD
MENDENHALL STREET

LEGEND

- SET SECONDARY MONUMENT
- FOUND SECONDARY MONUMENT 2" ALU CAP ON REBAR
- FOUND IRON ROD MONUMENT
- SURVEYED
- - - UNSURVEYED
- - - EASEMENT
- (R) RECORD PER PLAT
- (M) MEASURED
- WC WITNESS CORNER

NOTES

1. THE ERROR OF CLOSURE OF THIS SURVEY DOES NOT EXCEED 1:5000.
2. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED TO THE BASIS OF BEARING AND THE DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.
3. REF. PLATS: 2001-6 & 2012-5 VALDEZ R.D.
4. REF. FIELD BOOK: 13-02

SURVEYOR'S CERTIFICATE

I CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE: 22 JAN 2014 REGISTRATION No. 8205 S

ALLEN MINISH
REGISTERED LAND SURVEYOR



TAX CERTIFICATE

I, SHERI L. PIERCE, CITY CLERK FOR THE CITY OF VALDEZ, ALASKA DO HEREBY CERTIFY THAT ALL TAXES LEVIED AGAINST THE PROPERTIES REPRESENTED BY THESE LOT LINES ARE PAID AS OF 1/23/14

SIGNED Sheri L. Pierce
CITY CLERK

PLAT APPROVAL

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY OF VALDEZ PLANNING AND ZONING COMMISSION FOR RECORDING.

SIGNED [Signature]
CHAIR OF THE PLANNING AND ZONING COMMISSION

DATE 1-22-14



BANK OR LENDING INSTITUTION ACKNOWLEDGEMENT CERTIFICATE OF BENEFICIARY

I THE UNDER SIGNED, CERTIFY THAT WELLS FARGO BANK ALASKA HOLD A BENEFICIARY INTEREST IN THE PROPERTY SHOWN ON THIS PLAT. I HEREBY CERTIFY THAT I HAVE THE AUTHORITY TO SIGN FOR SAID LENDING INSTITUTION AND HEREBY APPROVE THIS SURVEY AND PLAT.

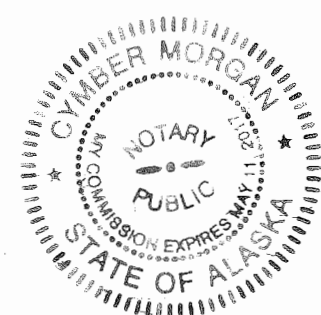
SIGNED Natalie Gabler
DATE March 17, 2014

PRINT NAME Natalie Gabler
TITLE Branch Manager
WELLS FARGO BANK ALASKA
337 EGAN STREET
PO BOX
VALDEZ, AK 99686

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 17 DAY OF March BY

Natalie Gabler



Amber Morgan
NOTARY FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES:

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER OF LOT 8A BLOCK 11 CORBIN CREEK SUBDIVISION PHASE III, AS SHOWN ON THIS PLAT. I APPROVE THIS SURVEY AND PLAT AND DEDICATE OR RESERVE FOR PUBLIC OR PRIVATE USE, AS SHOWN, ALL EASEMENTS, PUBLIC UTILITY AREAS, AND RIGHTS-OF-WAY AS SHOWN AND DESCRIBED ON THIS PLAT.

W. A. Gillespie

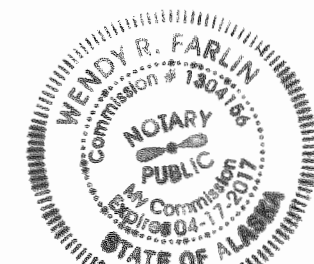
WILLIAM A. GILLESPIE
PO BOX 3241
VALDEZ, AK 99686
(907) 831-2244

2/24/2014
DATE

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th DAY OF February, BY

William A. Gillespie



Wendy R. Jankin
NOTARY FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES: 04-17-2017

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER OF LOT 8A BLOCK 11 CORBIN CREEK SUBDIVISION PHASE III, AS SHOWN ON THIS PLAT. I APPROVE THIS SURVEY AND PLAT AND DEDICATE OR RESERVE FOR PUBLIC OR PRIVATE USE, AS SHOWN, ALL EASEMENTS, PUBLIC UTILITY AREAS, AND RIGHTS-OF-WAY AS SHOWN AND DESCRIBED ON THIS PLAT.

René T. Chrystal

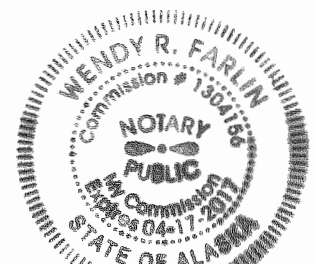
RENE T. CHRYSAL
PO BOX 3241
VALDEZ, AK 99686
(907) 831-2244

1/29/14
DATE

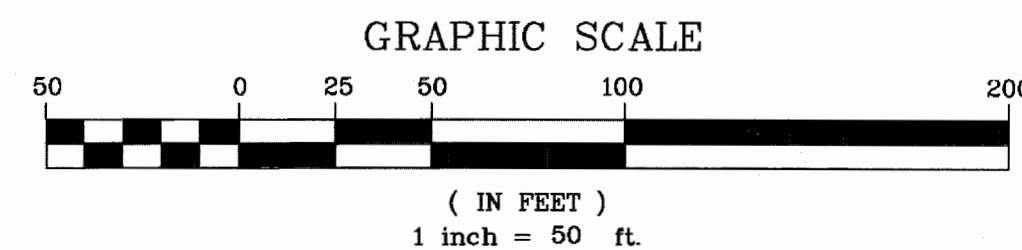
NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29th DAY OF January, BY

René T. Chrystal



Wendy R. Jankin
NOTARY FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES: 04-17-2017



#2014-2
Plat #
218-Valdez
Rec Dist
3/18 2014
Date
Time 11:21 AM

SURVEYOR:
WRANGELL MOUNTAIN TECHNICAL SERVICES
PO BOX 118, CHITINA, AK 99566 (907) 823-2280

A PLAT OF
LOT 8A BLOCK 11
CORBIN CREEK SUBDIVISION PHASE III

A SUBDIVISION OF
LOT 8 BLOCK 11 CORBIN CREEK SUBDIVISION PHASE III PER
PLAT 2001-06 VALDEZ RECORDING DISTRICT
AND DEED 2014-000023-0
LOCATED WITHIN SURVEYED
SECTIONS 12, TOWNSHIP 9 SOUTH, RANGE 6 WEST,
COPPER RIVER MERIDIAN, ALASKA
CONTAINING 62,600 FT² (1.44 ACRES)
VALDEZ RECORDING DISTRICT

DRAWN BY: ADM DATE OF SURVEY: 11/15/13
DATE: 1/17/14 START: 8/22/13 END: 11/15/13
CHECKED BY: ADM
DATE: 1/17/14 SCALE: 1" = 50'



File for Record at Request of:

First American Title Insurance Company

AFTER RECORDING MAIL TO:

Name: William Gillespie and Rene Chrystal

Address: P.O. Box 3241

Valdez, AK 99686

File No.: 0201-2142435 (LLM)

STATUTORY WARRANTY DEED

THE GRANTOR, **City of Valdez**, whose mailing address is **P.O. Box 307, Valdez, AK 99686**, for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION**, in hand paid, conveys and warrants to **William Gillespie and Rene Chrystal, husband and wife**, residing at **P.O. Box 3241, Valdez, AK 99686**, the following described real estate, situated in the **Valdez** Recording District, **Third** Judicial District, State of **Alaska**:

See Exhibit A

SUBJECT TO reservations, exceptions, easements, covenants, conditions and restrictions of record, if any.

Dated: 1/14, 2014.

City of Valdez

David C Cobb

By: David Cobb, Mayor

LEGAL DESCRIPTION

22,461 Sq Ft Portion of Tract F

ASLS 79-116

Beginning at the western most corner of Lot 8 Block 11 Corbin Creek Subdivision Phase III per plat 2001-6 of the Valdez Recording District, Alaska also being the True Point of Beginning North 0° 00' 00" East 180.00 feet; thence South 90° 00' 00" East 55.00 feet; thence South 59° 48' 23" East 81.99 feet; thence North 90° 00' 00" East 105.00 feet; thence South 1° 23' 12" West 51.00 feet to the northeastern most corner of said Lot 8; thence along the northern boundary of said Lot 8 South 76° 59' 45" West 182.32 feet ; thence continuing along the northern boundary of said Lot 8 South 48° 02' 30" West 69.92 feet to the True Point of Beginning. Containing 22,461 square feet (±0.52 acres) more or less. As shown in Attachment A.



PLANNING & ZONING AGENDA STATEMENT

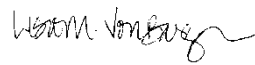
AGENDA ITEM NO. _____

MEETING DATE: **December 11, 2013**

ITEM TITLE: (SUBD #13-04) Approve Final Plat of Lot 8A, Block 11, Corbin Creek Subdivision Phase III and the Deed Document for the 22,461 square foot portion of Tract F, ASLS 79-116.

Applicant: William Gillespie and Rene Chrystal

SUBMITTED BY: Laura Robertson – GIS / Senior Planning Technician

DIRECTOR: 
Community & Economic Development

REVIEWED BY: Other Commission: Finance: Other:

EXHIBITS ATTACHED:

Resolution ____ Ordinance ____ Plan ____ Map ____ Report ____ Minutes ____
Plat: __X__ Other: 1) Aerial; 2) Map Checks

RECOMMENDATION:

Approve Final Plat for (SUBD #13-04) Lot 8A, Block 11 Corbin Creek Subdivision Phase III, a Subdivision of Lot 8 Block 11 Corbin Creek Subdivision Phase III and the Deed Document for the 22,461 square foot portion of Tract F, ASLS 79-116.

SUMMARY STATEMENT:

The Planning and Zoning commission approved this preliminary plat on October 9th, 2013. The surveyor addressed all the changes requested by staff at preliminary plat except the labeling of the trails. They were not included on the final plat because they are not officially dedicated. Once the City closes on the land sale, the deed document number will be filled in and the final plat can be recorded. Additionally the surveyor also clarified that the distances were from corner to corner and not corner to monument on this plat, to make sure this information was clear.

At this time staff does not have any additional corrections for the final plat.

This plat is being brought to the commission for final approval.

William Gillespie and Rene Chrystal would like to develop a large garage/shop on their property in Corbin Creek, Lot 8, Block 11 (plat #2001-6). The shape of their lot is much like a pie wedge – narrow where it connects to Mendenhall Street and larger in the back. Due to the odd shape of the lot and the setback requirements in Semi-Rural Residential – it becomes very difficult for

them to meet the requirements and still build a garage/shop the size that they want without interfering with access to the house and setbacks.

They originally requested an extension of their lot lines approximately 160' x 70' to the NW of their property, to be purchased via sale by negotiation from the City. This would give them the land and the flexibility they need to build their garage/shop. Upon review of the application however, the Planning & Zoning Commission voted down the recommendation to City Council. After listening to the reasons for the Planning & Zoning Commission's decision, they revised their negotiated land sale application and resubmitted it to the City. They removed the North West corner of the lot extension that they were asking for to ensure there was more than 50 feet between the requested land and the centerline of the old Alpetco Road trail. They did not adjust the southern lot line extension request down toward the snow lot any further because there is an unofficial access trail that goes through the snow lot that they did not want to interfere with. This is a low use trail, generally used by locals and neighbors, but it is the only way to access the bigger trail system through the northern end of Corbin Creek without trespassing on private property. So their revised request maintained a 50 foot buffer from the old Alpetco Road trail and respected an unofficial neighborhood access trail.

Staff agreed this piece of land would certainly be difficult for anyone else to make reasonable use of and after extensive research concluded it did not interfere with Corbin Creek Phase V or Phase VI and did not interfere with any potential access back behind Robe River. On July 29, 2013 this land sale request was ultimately approved by P&Z. On August 5, 2013 this land sale request was taken before City Council and approved. The City has title insurance completed on the property. It was appraised at \$15,750 and the City should close on the land sale shortly. As a condition of the land sale, the new portion must be combined into the existing lot. This plat accomplishes this requirement.

The newly created lot will have the same zoning as the existing residential parcel (RN). Once the City closes on the land sale, the deed document number will be filled in and the final plat can be completed.

The tables below show the requirements for final plats and marks the status of each piece of form and content required in Valdez Municipal Code Sections 16.12.020 (Final Plat).

	Final Plat Requirements	Status
1	The boundary of the subdivided area showing clearly what stakes, monuments, or other evidence were found or established on the ground to determine the boundary of the subdivision;	X
2	Bearing and distance to all monuments used to locate the subdivision boundary;	X
3	The basis of bearing and its source shall be shown;	X
4	All monuments found shall be indicated. If the monuments were reset by ties, that fact shall be stated;	X
5	Within the subdivision, the plat shall show the following:	
a	Centerlines of all streets:	X
i	Tangents, lengths and bearings;	X
ii	Curve radii of all curves, curve data which may be in tabular form and include central angles, lengths, radii, and arc and chord bearings;	X
iii	Central or deflection angles of all curves;	X
iv	Arc lengths of all curves;	X
b	Classification and total width of each street, walkway, trail or path being dedicated;	N/A
c	Classification and width of any existing dedication;	X
d	Width of portions of streets each side of the centerline;	X
e	Width of the following rights-of-way:	X
i	Patent reserves;	N/A
ii	Section line easements;	N/A

lii	Public utility easements;	X
iv	Any other easements existing or dedicated, by the plat;	X
f	All lot lines should, if possible, be radial to a curve. If not, they shall be labeled "not radial;"	N/A
g	Dimensions shall be in feet and hundredths of a foot;	X
h	Bearings shall be shown to the nearest five seconds;	X
6	The width of any existing dedication which provides access to the subdivision;	X
7	The width, bearing, and other data necessary to delineate all easements to which lots are subject:	X
a	Easements shall be denoted by broken lines	X
b	If an easement is not parallel to and adjoining the lot lines, distances and bearings on the side lines of the lots which are cut by the easements shall be shown so as to indicate clearly the actual length of the lot line from the lot corners to the easement;	N/A
8	All lots and blocks shall be numbered in a simple, consecutive, easy to follow manner;	X
9	Sufficient data shall be shown on lot and block boundaries to determine readily the length and bearing of each line;	X
10	No ditto marks shall be used;	X
11	The name of adjoining subdivisions and numbers of adjoining lots as well as adjoining easements and roads;	X
12	North arrow;	X
13	Three-inch bar scale;	X
14	Title block arranged in the lower right-hand corner which shall include the following:	X
a	Date survey was completed,	X
b	Subdivision name,	X
c	Surveyor's name, address, telephone number and registration number,	X
d	Draftperson's initials,	X
e	Checker's initials,	X
f	Legal description of the subdivision location,	X
g	Name of owner(s) of record;	X
15	The area of each lot in square footage to the nearest ten square feet or acres to three decimal places;	X
16	A vicinity map arranged in upper right-hand corner at a scale no smaller than one inch equals one mile, showing major street systems, section lines and north arrow;	X
17	A legend with appropriate symbols indicating pertinent information;	X
18	If the property lies within Flood Zone A the area shall be delineated and a note shall be included on the plat, stating that "The property within Flood Zone A as identified by the Federal Emergency Management Agency shall be required to comply with Federal Regulations";	N/A
19	If the property contains any other hazard areas these areas shall be delineated and noted as to hazard.	N/A

The following items are required on the plat for signature following approval of the plat:

1. Required certificates shall be printed on the plat in a form supplied by the director.
2. The certificate of ownership must be signed by all vested owners.
 - a. Other parties with a secured interest in the property to be subdivided or dedicated.
 - b. A standard form provided by the director may be signed and notarized, authorizing subdivision or dedication in place of signing the certificate on the plat.
 - c. Official seals of the attesting officers, of the land surveyor who prepared the plat and approval certificates from state agencies shall be placed on the plat.

Notice was sent to all property owners within 300 feet of the property per Section 16.04.090 of the Valdez Municipal Code on September 27, 2013. Notice was sent to the utilities on September 27, 2013.

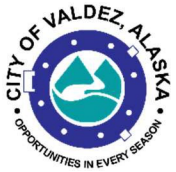
16.04.090 Notification requirements.

- A. A notice shall be sent by mail at least ten days prior to the first scheduled meeting of the planning and zoning commission to consider the preliminary plat approval to each owner of property within a distance of three hundred feet of the exterior boundary of the lot or parcel described in the application for subdivision.

B. Consideration of Evidence. The planning and zoning commission shall hear and consider evidence and facts from any person during preliminary and final plat approval or written communication from any person relative to the matter. The right of any person to present evidence shall not be denied for the reason that any such person was not required to be informed of such subdivision of land.

Staff has not received any comments from neighbors on the subdivision.

Staff recommends the Planning & Zoning Commission grant final approval of the plat.



City of Valdez

ALASKA

Planning Department

3063 Mendenhall Street Rezone – Proposed Findings

Date: March 9, 2022

To: Planning & Zoning Commission

From: Bruce Wall, Senior Planner

General Information

Street Address:	3063 Mendenhall Street
Legal Description:	Lot 1A, Block 11, Corbin Creek Subdivision Phase III, Plat 2014-1
Current Zoning District:	Unclassified Lands and Semi-Rural Residential
Proposed Zoning District:	Semi-Rural Residential
Property Owner:	Richard N. Corcoran and Orrasa Saenphan
Size:	1.72 Acres

Project Description

This property is one of three lots within Corbin Creek Subdivision that had lot boundary changes in 2013 as a result of purchasing adjacent land from the City. The official zoning map that was adopted last year indicates that the original lot retained the Semi-Rural Residential zoning and the land acquired from the City retained the Unclassified Lands zoning designation. This lot now has split zoning. Staff has recently reviewed our records and has discovered that in 2013, city staff mistakenly informed the property owner and the planning and zoning commission that the land purchased from the City would take on the residential zoning when it was replatted and combined with the adjacent residential lot. However, the City code states that zoning changes can only be made by ordinance of the City Council.

On January 26, 2022, the Planning and Zoning Commission requested that Planning Department staff schedule a public hearing for the purpose of changing the zoning designation of this property.

Findings

1. Procedure.

- a) In 2013, the owner of Lot 1, Block 11, Corbin Creek Subdivision purchased adjacent land from the City of Valdez. This transaction was finalized with the deed recorded as Document 2013-000158-0.
- b) Plat 2014-1 combined Lot 1, Block 11 with the acquired property to form Lot 1A, Block 11, Corbin Creek Subdivision Phase III, Plat 2014-1.
- c) The final plat that would combine these two parcels was approved on December 11, 2013. The agenda statement for this meeting states, “The newly created lot will have the same zoning as the existing residential parcel (RN)”.
- d) VMC 17.54 states that zoning changes can only be done by ordinance of the City Council.

- e) The official zoning map adopted by the City Council in 2021 indicates that this property is partially zoned Light Industrial and partially zoned Semi-Rural Residential.
- f) On January 26, 2022, the Planning and Zoning Commission initiated the process to change the zoning designation of this property to Semi-Rural Residential.
- g) A public hearing for March 9, 2023 was scheduled to consider the zoning change.
- h) Notice of the meeting was published in the Copper River Record on February 24, 2022 and March 3, 2022, in accordance with VMC 17.06.060(B)(1) and VMC 17.54.040.
- i) Notice of the publication was published in KVAK's e-blast newspaper on February 21, 2022 and February 28, 2022.
- j) Notice of the meeting was mailed on February 22, 2022 to the 10 property owners within 300 feet of the subject property, in accordance with VMC 17.06.060(B)(2) and VMC 17.54.040.

2. Reasons and justification for proposing such change. VMC 17.54.030(A)

- a) Changing the zoning designation of the acquired portion of the lot to Semi-Rural Residential is consistent with its use as a residential lot in a residential subdivision.
- b) Changing the zoning designation will eliminate the administrative problems associated with the split zoning of the lot.
- c) Changing the zoning designation will be consistent with the information that was provided to the property owners in 2013.

3. Except for the extension of existing district boundaries, no change in any use district classification or an official zoning map shall be considered which contains an area less than two acres. VMC 17.54.020(C)

The zoning change is an extension of existing district boundaries.

4. The effect the rezone will have on the objectives of the comprehensive plan. VMC 17.54.030(B)

The rezone will be implementing the objectives of the comprehensive plan. Objective 2.1.E of the Valdez Comprehensive Plan states, "Rezone parcels to align with the Future Land Use Map." The future land use map designates this lot as within the Residential Neighborhood place type.

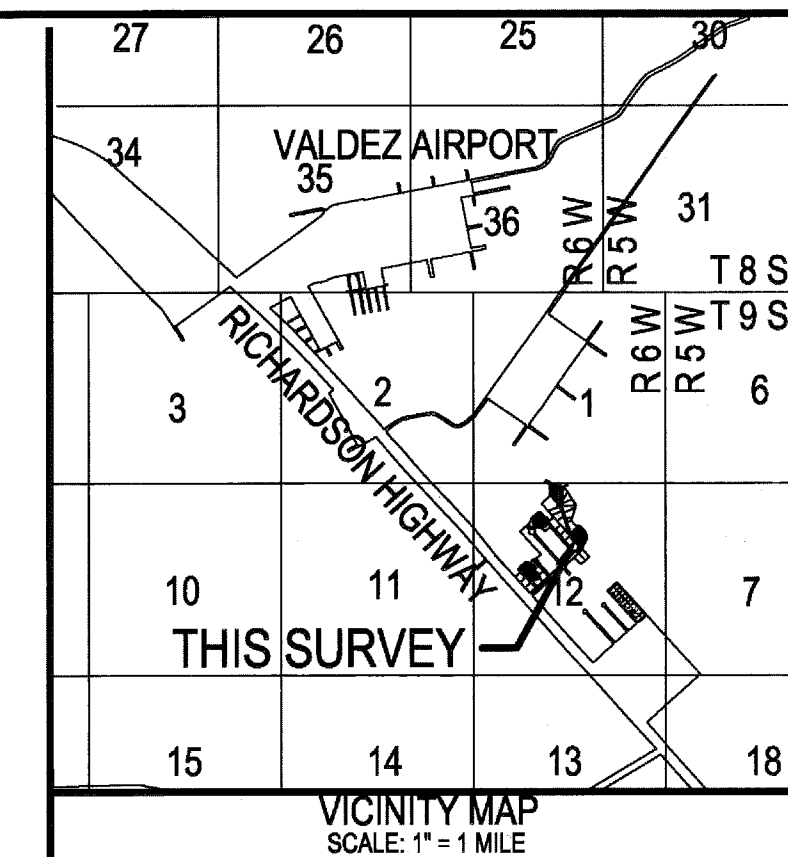
5. Whether the public necessity, convenience, general welfare, modification of the comprehensive plan, or good zoning practice requires the rezone. VMC 17.54.050

Public necessity, convenience, general welfare, and good zoning practice requires the rezone because of the following.

- a) Changing the zoning district so that the entire parcel is zoned Semi-Rural Residential will be implementing the comprehensive plan by making the zoning consistent with how it is indicated on the future land use map.
- b) The rezone of the acquired portion of the lot to Semi-Rural Residential is consistent with its use as a residential lot in a residential subdivision.

6. Whether the rezone is in accordance with the comprehensive plan. VMC 17.54.050

The rezone is in accordance with the comprehensive plan because the future land use map designates this lot as within the Residential Neighborhood place type.



Rosemary Japp
NOTARY FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES:



STATE OF ALASKA
49th
ALLEN MINISH
LS 8205
12/14
REGISTERED PROFESSIONAL LAND SURVEYOR

DATE 1-8-2014

1. THE ERROR OF CLOSURE OF THIS SURVEY DOES NOT EXCEED 1:5000.
2. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED TO THE BASIS OF BEARING AND THE DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.
3. REF. PLATS: 2001-6 VALDEZ R.D.
4. REF. FIELD BOOK: 13-02

DRAWN BY: ADM DATE: 12/05/13	DATE OF SURVEY: START: 8/22/13 END: 11/05/13
CHECKED BY: ADM DATE: 12/05/13	SCALE: 1" = 50'

#2014-1
Plat #
318-Valdez
Rec Dist
1/09 201
Date
Time 11:33 A

cc

A
L
A
S
K
A

2013-000158-0

Recording Dist: 318 - Valdez

3/15/2013 9:46 AM Pages: 1 of 1



FATCO

QUITCLAIM DEED

The Grantor, CITY OF VALDEZ, a home rule municipality, whose address is PO Box 307, Valdez AK 99686, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby convey and quitclaim to the Grantee, CAMERON PAUL HURSH, a(n) unmarried person, whose address is PO Box 1833, Valdez AK 99686, and to the heirs and assigns of the Grantee, all of Grantor's interest in the following described real property:

A PORTION OF TRACT F, ALASKA STATE LAND SURVEY 79-116, according to the official plat thereof, filed under Plat Number 80-11, Records of the Valdez Recording District, Third Judicial District, State of Alaska, MORE PARTICULARLY DESCRIBED AS FOLLOWS: Commencing at the Southeasterly corner of Lot 1 Block 11, Corbin Creek Subdivision Phase 3, Plat #2001-6, common with the Snow Storage, the TRUE POINT OF BEGINNING; Thence N 28°11'47" W (R) along the Easterly lot line of said Lot 1, 134.50 feet (R); Thence N 03°37'45" W along another Easterly lot line of said Lot 1, 130.88 feet (R); Thence S 37°46'05" E, 120.99 feet to a point; Thence S 00°28'12 W 153.26 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO ALL reservations, easements, exceptions, restrictions, covenants, conditions, plat notes, by-laws and rights-of-way of record, if any.

TOGETHER WITH, ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, but subject, however, to all restrictions, easements and covenants of record.

TO HAVE AND TO HOLD the premises, all and singular, together with the appurtenances and privileges thereto incident unto said Grantee, and to the heirs, executors, administrators and assigns of the Grantee, FOREVER.

DATED this 11 day of March, 2013

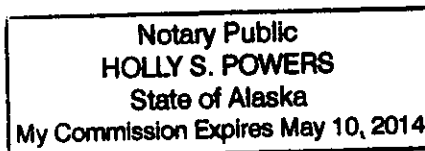
GRANTOR:

CITY OF VALDEZ

By: David C. Cobb

Its: MAYOR

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)



The foregoing instrument was acknowledged before me this 11 day of March, 2013, by DAVID C. COBB, the MAYOR of the City of Valdez.

Holly S. Powers
Notary Public in and for Alaska
My commission expires: 5/10/14

Please record in Valdez Recording
District & return to
Cameron P. Hursh
PO Box 1833
Valdez AK 99686

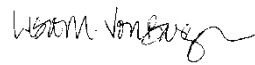
PLANNING & ZONING AGENDA STATEMENT

AGENDA ITEM NO. _____

MEETING DATE: **December 11, 2013**

ITEM TITLE: (SUBD #13-02) Approval of Final Plat of Lot 1A Block 11 Corbin Creek Subdivision Phase III and the Deed Document #2013-000158-0.
Applicant: Cameron Hursh

SUBMITTED BY: Laura Robertson – GIS / Senior Planning Technician

DIRECTOR: 
Community & Economic Development

REVIEWED BY: Other Commission: Finance: Other:

EXHIBITS ATTACHED:

Resolution ____ Ordinance ____ Plan ____ Map ____ Report ____ Minutes ____
Plat: X Other: 1) Aerial; 2) Map Checks

RECOMMENDATION:

Approve Final Plat of (SUBD #13-02) Lot 1A, Block 11, Corbin Creek Subdivision Phase III, a Subdivision of Lot 1 Block 11 Corbin Creek Subdivision Phase III and the Deed Document #2013-000158-0, a 9,533 square foot portion of Tract F, ASLS 79-116.

SUMMARY STATEMENT:

The Planning and Zoning commission approved this preliminary plat on October 9th, 2013. The surveyor addressed all the changes requested by staff at preliminary plat except the title of the deed document parcel, which can be left as is. Additionally the commission had a question on whether or not the monuments were on the road ROW boundaries or on the easement boundaries. The surveyor looked back at his notes and adjusted the monuments to be on the easement boundaries. The surveyor also changed the written distances to reflect the total length of the line (including the 10ft of easement). In order to clarify this distance was the entire line length, the surveyor also added arrows from boundary to boundary on the NW lot line and the SE lot line.

At this time staff does not have any additional corrections for the final plat.

This plat is being brought to the commission for final approval.

Cameron Hursh is working on a plan to develop his property in Corbin Creek, Lot 1 Block 11 (plat #2001-6). Based on the best place to build a driveway to access property and the surrounding land grade, the best location for the house encroaches onto City property. Cameron approached the City with a request to purchase the property so the proposed house would be legal and meet all the set back requirements. He felt the original subdivision plat should have

included this additional land into Lot 1, Block 11 because it was virtually unusable to anyone else because it is bordered by a dry creek bed and then a wet stream. As the stream would be a natural boundary to anyone who owned property on the opposite side, he wanted to include the rest of the high ground into his lot to make use of the most optimum buildable area.

Staff agreed this piece of land would certainly be difficult for anyone else to make reasonable use of and it did fit into the existing lot. On August 22, 2012 this land sale request was taken before P&Z and approved. On September 4, 2012 this land sale request was taken before City Council and approved. On March 3, 2013 the City of Valdez closed on the land sale and the sliver of ASLS 79-117 was recorded in Cameron's name. As a condition of the land sale, the new portion must be combined into his existing lot. This plat accomplishes this requirement.

The newly created lot will have the same zoning as the existing residential parcel (RN).

The tables below show the requirements for final plats and marks the status of each piece of form and content required in Valdez Municipal Code Sections 16.12.020 (Final Plat).

	Final Plat Requirements	Status
1	The boundary of the subdivided area showing clearly what stakes, monuments, or other evidence were found or established on the ground to determine the boundary of the subdivision;	X
2	Bearing and distance to all monuments used to locate the subdivision boundary;	X
3	The basis of bearing and its source shall be shown;	X
4	All monuments found shall be indicated. If the monuments were reset by ties, that fact shall be stated;	X
5	Within the subdivision, the plat shall show the following:	
a	Centerlines of all streets;	X
i	Tangents, lengths and bearings;	X
ii	Curve radii of all curves, curve data which may be in tabular form and include central angles, lengths, radii, and arc and chord bearings;	X
iii	Central or deflection angles of all curves;	X
iv	Arc lengths of all curves;	X
b	Classification and total width of each street, walkway, trail or path being dedicated;	N/A
c	Classification and width of any existing dedication;	X
d	Width of portions of streets each side of the centerline;	X
e	Width of the following rights-of-way:	X
i	Patent reserves;	N/A
ii	Section line easements;	N/A
lii	Public utility easements;	X
iv	Any other easements existing or dedicated, by the plat;	X
f	All lot lines should, if possible, be radial to a curve. If not, they shall be labeled "not radial;"	N/A
g	Dimensions shall be in feet and hundredths of a foot;	X
h	Bearings shall be shown to the nearest five seconds;	X
6	The width of any existing dedication which provides access to the subdivision;	X
7	The width, bearing, and other data necessary to delineate all easements to which lots are subject:	X
a	Easements shall be denoted by broken lines	X
b	If an easement is not parallel to and adjoining the lot lines, distances and bearings on the side lines of the lots which are cut by the easements shall be shown so as to indicate clearly the actual length of the lot line from the lot corners to the easement;	N/A
8	All lots and blocks shall be numbered in a simple, consecutive, easy to follow manner;	X
9	Sufficient data shall be shown on lot and block boundaries to determine readily the length and bearing of each line;	X
10	No ditto marks shall be used;	X
11	The name of adjoining subdivisions and numbers of adjoining lots as well as adjoining easements and roads;	X
12	North arrow;	X
13	Three-inch bar scale;	X
14	Title block arranged in the lower right-hand corner which shall include the following:	X

a	Date survey was completed,	X
b	Subdivision name,	X
c	Surveyor's name, address, telephone number and registration number,	X
d	Draftperson's initials,	X
e	Checker's initials,	X
f	Legal description of the subdivision location,	X
g	Name of owner(s) of record;	X
15	The area of each lot in square footage to the nearest ten square feet or acres to three decimal places;	X
16	A vicinity map arranged in upper right-hand corner at a scale no smaller than one inch equals one mile, showing major street systems, section lines and north arrow;	X
17	A legend with appropriate symbols indicating pertinent information;	X
18	If the property lies within Flood Zone A the area shall be delineated and a note shall be included on the plat, stating that "The property within Flood Zone A as identified by the Federal Emergency Management Agency shall be required to comply with Federal Regulations";	N/A
19	If the property contains any other hazard areas these areas shall be delineated and noted as to hazard.	N/A

The following items are required on the plat for signature following approval of the plat:

1. Required certificates shall be printed on the plat in a form supplied by the director.
2. The certificate of ownership must be signed by all vested owners.
 - a. Other parties with a secured interest in the property to be subdivided or dedicated.
 - b. A standard form provided by the director may be signed and notarized, authorizing subdivision or dedication in place of signing the certificate on the plat.
 - c. Official seals of the attesting officers, of the land surveyor who prepared the plat and approval certificates from state agencies shall be placed on the plat.

Notice was sent to all property owners within 300 feet of the property per Section 16.04.090 of the Valdez Municipal Code on September 27, 2013. Notice was sent to the utilities on September 27, 2013.

16.04.090 Notification requirements.

- A. A notice shall be sent by mail at least ten days prior to the first scheduled meeting of the planning and zoning commission to consider the preliminary plat approval to each owner of property within a distance of three hundred feet of the exterior boundary of the lot or parcel described in the application for subdivision.
- B. Consideration of Evidence. The planning and zoning commission shall hear and consider evidence and facts from any person during preliminary and final plat approval or written communication from any person relative to the matter. The right of any person to present evidence shall not be denied for the reason that any such person was not required to be informed of such subdivision of land.

Staff has not received any comments from neighbors on the subdivision.

Staff recommends the Planning & Zoning Commission grant final approval of the plat.



City of Valdez

ALASKA

Planning Department

3053 Bering Street Rezone – Proposed Findings

Date: March 9, 2022

To: Planning & Zoning Commission

From: Bruce Wall, Senior Planner

General Information

Street Address:	3053 Bering Street
Legal Description:	Lot 5A, Block 4, Corbin Creek Subdivision Phase IV, Plat 2013-3
Current Zoning District:	Unclassified Lands and Single-Family Residential
Proposed Zoning District:	Single-Family Residential
Property Owner:	Tim C. Hastings
Size:	1.183 Acres

Project Description

This property is one of three lots within Corbin Creek Subdivision that had lot boundary changes in 2013 as a result of purchasing adjacent land from the City. The official zoning map that was adopted last year indicates that the original lot retained the Single-Family Residential zoning and the land acquired from the City retained the Unclassified Lands zoning designation. This lot now has split zoning. Staff has recently reviewed our records and has discovered that in 2013, city staff mistakenly informed the property owner and the planning and zoning commission that the land purchased from the City would take on the residential zoning when it was replatted and combined with the adjacent residential lot. However, the City code states that zoning changes can only be made by ordinance of the City Council.

On January 26, 2022, the Planning and Zoning Commission requested that Planning Department staff schedule a public hearing for the purpose of changing the zoning designation of this property.

Findings

1. Procedure.

- a) In 2013, the owner of Lot 5, Block 4, Corbin Creek Subdivision purchased adjacent land from the City of Valdez. This transaction was recorded as Document 2013-000399-0.
- b) Plat 2013-3 combined Lot 5, Block 4 with the acquired property to form Lot 5A, Block 4, Corbin Creek Subdivision Phase IV, Plat 2013-3.
- c) The preliminary plat that would combine these two parcels was approved on May 22, 2013. The Planning and Zoning Commission minutes for this meeting indicates that planning staff informed the commission that the zoning of the acquired property would be changed to Single-Family Residential.
- d) VMC 17.54 states that zoning changes can only be done by ordinance of the City Council.

- e) The official zoning map adopted by the City Council in 2021 indicates that this property is partially zoned Unclassified Lands and partially zoned Single-Family Residential.
- f) On January 26, 2022, the Planning and Zoning Commission initiated the process to change the zoning designation of this property to Single-Family Residential.
- g) A public hearing for March 9, 2023 was scheduled to consider the zoning change.
- h) Notice of the meeting was published in the Copper River Record on February 24, 2022 and March 3, 2022, in accordance with VMC 17.06.060(B)(1) and VMC 17.54.040.
- i) Notice of the publication was published in KVAK's e-blast newspaper on February 21, 2022 and February 28, 2022.
- j) Notice of the meeting was mailed on February 22, 2022 to the 11 property owners within 300 feet of the subject property, in accordance with VMC 17.06.060(B)(2) and VMC 17.54.040.

2. Reasons and justification for proposing such change. VMC 17.54.030(A)

- a) Changing the zoning designation of the acquired portion of the lot to Single-Family Residential is consistent with its use as a residential lot in a residential subdivision.
- b) Changing the zoning designation will eliminate the administrative problems associated with the split zoning of the lot.
- c) Changing the zoning designation will be consistent with the information that was provided to the property owners in 2013.

3. Except for the extension of existing district boundaries, no change in any use district classification or an official zoning map shall be considered which contains an area less than two acres. VMC 17.54.020(C)

- The zoning change is an extension of existing district boundaries.

4. The effect the rezone will have on the objectives of the comprehensive plan. VMC 17.54.030(B)

- The rezone will be implementing the objectives of the comprehensive plan. Objective 2.1.E of the Valdez Comprehensive Plan states, "Rezone parcels to align with the Future Land Use Map." The future land use map designates this lot as within the Residential Neighborhood place type.

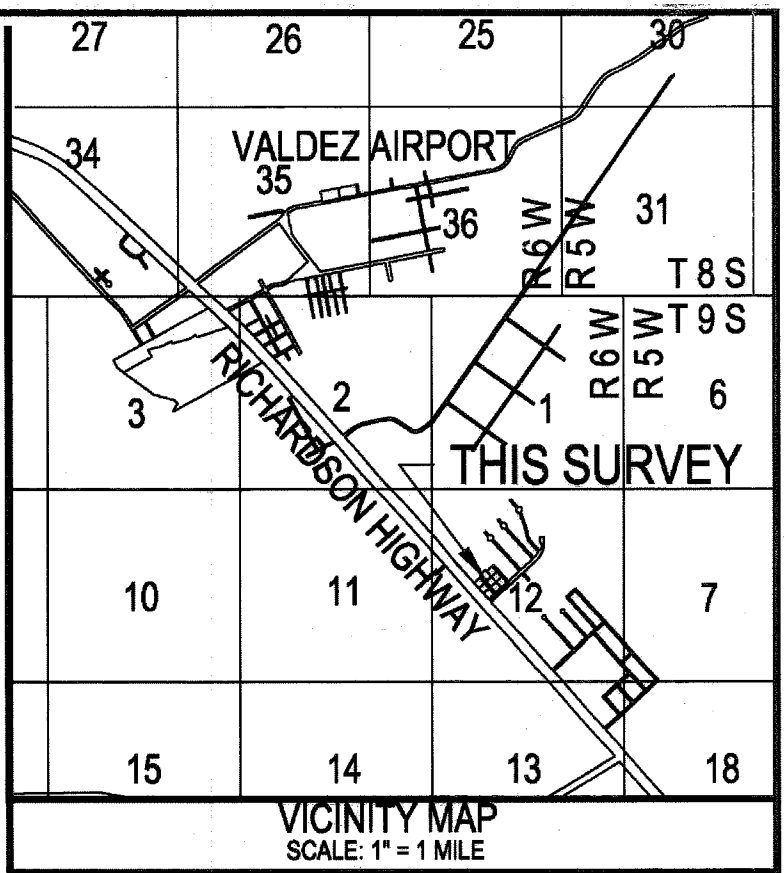
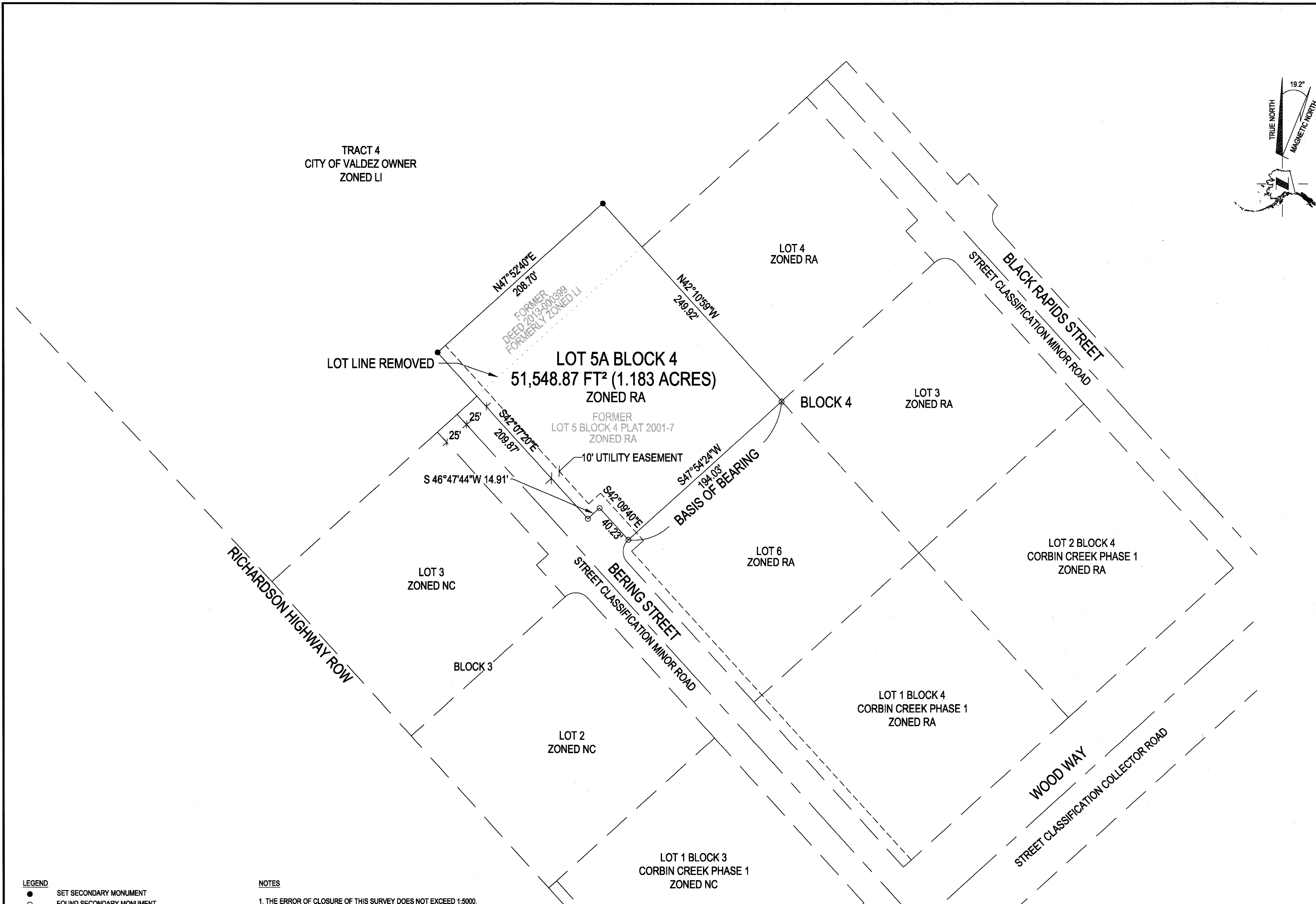
5. Whether the public necessity, convenience, general welfare, modification of the comprehensive plan, or good zoning practice requires the rezone. VMC 17.54.050

Public necessity, convenience, general welfare, and good zoning practice requires the rezone because of the following.

- a) Changing the zoning district so that the entire parcel is zoned Single-Family Residential will be implementing the comprehensive plan by making the zoning consistent with how it is indicated on the future land use map.
- b) The rezone of the acquired portion of the lot to Single-Family Residential is consistent with its use as a residential lot in a residential subdivision.

6. Whether the rezone is in accordance with the comprehensive plan. VMC 17.54.050

- The rezone is in accordance with the comprehensive plan because the future land use map designates this lot as within the Residential Neighborhood place type.



CERTIFICATE OF OWNERSHIP AND DEDICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER OF LOT 5A BLOCK 4 CORBIN CREEK SUBDIVISION PHASE IV, AS SHOWN ON THIS PLAT. I APPROVE THIS SURVEY AND PLAT AND DEDICATE OR RESERVE FOR PUBLIC OR PRIVATE USE, AS SHOWN, ALL EASEMENTS, PUBLIC UTILITY AREAS, AND RIGHTS-OF-WAY AS SHOWN AND DESCRIBED ON THIS PLAT.

David Seward Hunter
DAVID SEWARD HUNTER
PO BOX 2085
VALDEZ, AK 99686
(907) 835-4299

7-10-2013
DATE

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10TH DAY OF July, 2013, BY

David Seward Hunter

Notary Public
JANINE VADEBONCOEUR
State of Alaska
My Commission Expires September 28, 2013

Janine Vadeboncoeur
NOTARY FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES: 09-26-2013

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER OF LOT 5A BLOCK 4 CORBIN CREEK SUBDIVISION PHASE IV, AS SHOWN ON THIS PLAT. I APPROVE THIS SURVEY AND PLAT AND DEDICATE OR RESERVE FOR PUBLIC OR PRIVATE USE, AS SHOWN, ALL EASEMENTS, PUBLIC UTILITY AREAS, AND RIGHTS-OF-WAY AS SHOWN AND DESCRIBED ON THIS PLAT.

Nani A. Hunter
NANI A HUNTER
PO BOX 2085
VALDEZ, AK 99686
(907) 835-4299

7/10/2013
DATE

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10TH DAY OF July, 2013, BY

Nani A. Hunter

Notary Public
JANINE VADEBONCOEUR
State of Alaska
My Commission Expires September 28, 2013

Janine Vadeboncoeur
NOTARY FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES: 09-26-2013

LEGEND

- SET SECONDARY MONUMENT
- FOUND SECONDARY MONUMENT
- SURVEYED
- - - UNSURVEYED
- - - EASEMENT
- (R) RECORD PER PLAT
- (M) MEASURED
- (C) CALCULATED

NOTES

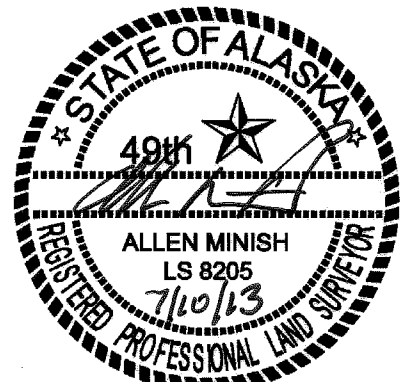
1. THE ERROR OF CLOSURE OF THIS SURVEY DOES NOT EXCEED 1:5000.
2. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED TO THE BASIS OF BEARING AND THE DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.
3. REF. PLATS: 2001-7 VALDEZ R.D.
4. REF. FIELD BOOK: 13-01

SURVEYOR'S CERTIFICATE

I CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE: 10 JULY 2013 REGISTRATION No. 8205 S

ALLEN D. MINISH
REGISTERED LAND SURVEYOR



TAX CERTIFICATE

I, SHERI L. PIERCE, CITY CLERK FOR THE CITY OF VALDEZ, ALASKA DO HEREBY CERTIFY THAT ALL TAXES LEVIED AGAINST THE PROPERTIES REPRESENTED BY THESE LOT LINES ARE PAID AS OF 7/10, 2013.

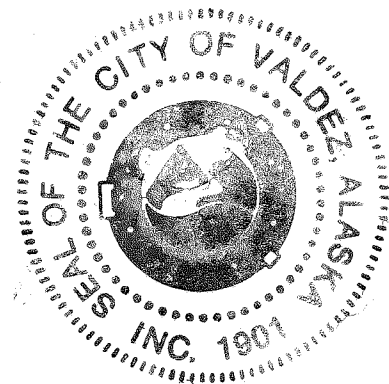
SIGNED *Sheri L. Pierce*
CITY CLERK

PLAT APPROVAL

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY OF VALDEZ PLANNING AND ZONING COMMISSION FOR RECORDING.

SIGNED *Mark D. Minish*
CHAIR OF THE PLANNING AND ZONING COMMISSION

DATE 7-10-2013



BANK OR LENDING INSTITUTION ACKNOWLEDGEMENT CERTIFICATE OF BENEFICIARY

I THE UNDER SIGNED, CERTIFY THAT FIRST NATIONAL BANK ALASKA HOLD A BENEFICIARY INTEREST IN THE PROPERTY SHOWN ON THIS PLAT. I HEREBY CERTIFY THAT I HAVE THE AUTHORITY TO SIGN FOR SAID LENDING INSTITUTION AND HEREBY APPROVE THIS SURVEY AND PLAT.

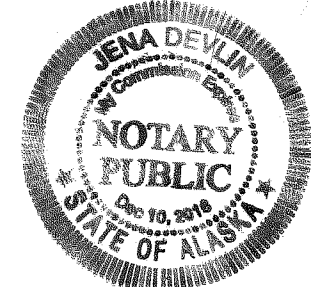
William Stark
WILLIAM STARK, VICE PRESIDENT VALDEZ BRANCH
101 EGAN STREET
PO BOX 37
VALDEZ, AK 99686

7/10/2013
DATE

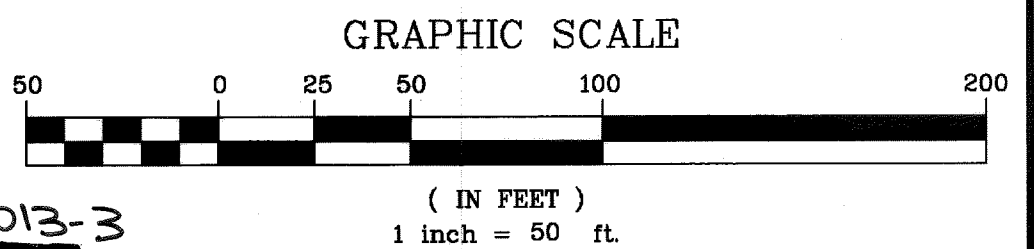
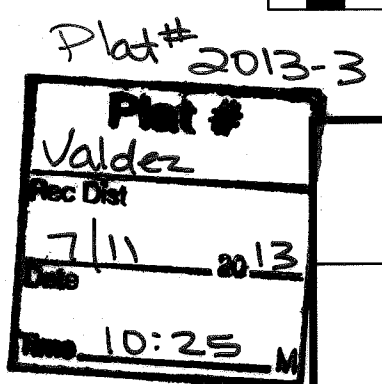
NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10TH DAY OF July, 2013, BY

Will Stark



Jena Devlin
NOTARY FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES: 12-10-16



SURVEYOR:
WRANGELL MOUNTAIN TECHNICAL SERVICES
PO BOX 118, CHITINA, AK 99566 (907) 823-2280

A PLAT OF
LOT 5A BLOCK 4
CORBIN CREEK SUBDIVISION PHASE IV

A SUBDIVISION OF
LOT 5 BLOCK 4 CORBIN CREEK SUBDIVISION PHASE IV AND DEED 2013-XXXX-XX
PLAT 2001-07 VALDEZ R.D.
LOCATED WITHIN
LOCATED WITHIN SURVEYED
SECTIONS 12, TOWNSHIP 9 SOUTH, RANGE 6 WEST,
COPPER RIVER MERIDIAN, ALASKA
CONTAINING 551,547.67 FT² (1.183 ACRES)
VALDEZ RECORDING DISTRICT

DRAWN BY: ADM
DATE: 6/20/13
CHECKED BY: ADM
DATE: 6/20/13
DATE OF SURVEY:
START: 5/1/13 END: 6/20/13
SCALE: 1" = 50'



File for Record at Request of:

First American Title Insurance Company

AFTER RECORDING MAIL TO:

Name: Dave Hunter and Nani HunterAddress: 3035 Bering StreetValdez, AK 99686File No.: 0201-2089165 (LMS)

STATUTORY WARRANTY DEEDTHE GRANTOR, **Dave Cobb**, Mayor for the City of Valdez, A Municipal Corporation,
whose mailing addressis PO BOX 307, VALDEZ AK 99686, for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION**, in hand paid, conveys and warrants to **Dave Hunter and Nani Hunter, husband and wife**, residing at **3035 Bering Street, Valdez, AK 99686**, the following described real estate, situated in the **Valdez** Recording District, **Third** Judicial District, State of Alaska:**Parcel 1:****THAT PORTION OF TRACT 4, CORBIN CREEK SUBDIVISION PHASE IV**, according to the official plat thereof, filed under Plat Number 2001-7, Records of the ~~318~~ **VALDEZ** Recording District, Third Judicial District, State of Alaska, **MORE PARTICULARLY DESCRIBED AS FOLLOWS:** Commencing at the Western most corner of Lot 5, Block 4 of said subdivision and being the True Point of Beginning, thence North 42°03'26" West a distance of 55.00 feet; thence North 47°56'34" East a distance of 208.70 feet; thence South 42°03'26" East a distance of 55 feet to the Northern most corner of Lot 5 Block 4; thence along the Northwestern Boundary of said Lot 5 Block 4 South 47°56'34" West a distance of 208.70 feet to the True Point of Beginning.

SUBJECT TO reservations, exceptions, easements, covenants, conditions and restrictions of record, if any.

Dated: 6-26, 2013.

City of Valdez, A Municipal Corporation

David C Cobb

By: David C. Cobb, Mayor

Notary Public
HOLLY S. POWERS
State of Alaska
My Commission Expires May 10, 2014

STATE OF Alaska)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 26 day of June, 2013, before me the undersigned Notary Public, personally appeared **Dave Cobb, Mayor for the City of Valdez, a Municipal Corporation**, known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Hollis Powers
Notary Public in and for Alaska
My commission expires
5/10/14

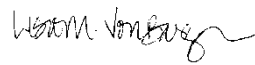
PLANNING & ZONING AGENDA STATEMENT

AGENDA ITEM NO. VIII.2

MEETING DATE: June 26, 2013

ITEM TITLE: (SUBD #13-03) Final Plat Approval Lot 5A Block 4 Corbin Creek Subdivision Phase IV, Plat #2001-7 Valdez Recording District.

SUBMITTED BY: Laura Robertson – GIS / Senior Planning Technician

DIRECTOR: 
Community & Economic Development

Applicant: Dave and Nani Hunter

REVIEWED BY: Other Commission: Finance: Other:

EXHIBITS ATTACHED:

Resolution ___ Ordinance ___ Plan ___ Map ___ Report ___ Minutes ___
Plat: X Other: 1) Aerial; 2) Sub App; 3) Water Sewer line plans 4) Plat #2001-7

RECOMMENDATION:

Approve Final Plat for (SUBD #13-03) Lot 5A, Block 4 Corbin Creek Subdivision Phase IV, a Subdivision of Lot 5 Block 4 Corbin Creek Subdivision Phase IV and the Deed Doc for the 11,479 square foot portion of Tract 4, Corbin Creek Subdivision Phase IV.

SUMMARY STATEMENT:

Dave and Nani Hunter are working on a plan to develop their property in Corbin Creek, Lot 5 Block 4 (plat #2001-7). Based on the topography of his lot, Dave and Nani currently would like to place their new home close to the western side yard lot line. They would like to landscape around their house and the majority of their yard would be west, onto current City property (Tract 4, Corbin Creek Subdivision Phase IV). Tract 4 was originally going to be subdivided with the continuation of Bering Street and Black Rapids but the parcel is very wet and was deemed generally undevelopable. Planning and Zoning looked at the land sale request for adding a small 55' strip of land to Dave & Nani's property that would give them flexibility for building their new house and a nice yard on April 10th, 2013 and approved a recommendation to Council to sell. On May 5th, City Council approved the land sale. One of the conditions of the land sale is that the small parcel of land be replatted into the existing lot. This is the final plat for the purpose of accomplishing the inclusion of the new sliver of land into the larger existing parcel.

The newly created lot will have the same zoning as the existing residential parcel (RA). The 10' platted utility easement end has been extended to the boundary of the new lot line.

During discussions over the preliminary plat, the Commission asked staff to look at adding / changing 4 main things:

1. The Zoning on Lots 1 & 2 Block 4. This has been changed from NC to RA.
2. The width of the utility easement along Bering St. This has been changed from 15' to 10'.
3. Staff was to make sure no new easements would be required if the water and sewer services were ever extended to Corbin Creek. A copy of the proposed water and sewer lines is attached – they do not require new easements.
4. An easement along Wood Way. Staff looked into the older plats and could not find any references to a utility easement along Wood Way. Since it is not relevant to this plat and was not easy to find, this has not been included in the final plat.

The landowners are working with First National Bank of Alaska to close on a construction loan and begin building their house. Due to their constricted timeline, the final plat needs to be approved in relatively short order and perhaps before the land sale. At the time of this agenda statement, staff expects to close on the property before planning and zoning takes action on the final plat but regardless – the final plat will not be recorded until the land is sold and the proper document number can be filled in.

The tables below show the requirements for preliminary plats and marks the status of each piece of form and content required in Valdez Municipal Code Sections 16.08.030 (Preliminary Plat).

	Final Plat Requirements	Status
1	The boundary of the subdivided area showing clearly what stakes, monuments, or other evidence were found or established on the ground to determine the boundary of the subdivision;	X
2	Bearing and distance to all monuments used to locate the subdivision boundary;	X
3	The basis of bearing and its source shall be shown;	X
4	All monuments found shall be indicated. If the monuments were reset by ties, that fact shall be stated;	X
5	Within the subdivision, the plat shall show the following:	
a	Centerlines of all streets:	X
i	Tangents, lengths and bearings;	X
ii	Curve radii of all curves, curve data which may be in tabular form and include central angles, lengths, radii, and arc and chord bearings;	X
iii	Central or deflection angles of all curves;	X
iv	Arc lengths of all curves;	X
b	Classification and total width of each street, walkway, trail or path being dedicated;	N/A
c	Classification and width of any existing dedication;	X
d	Width of portions of streets each side of the centerline;	X
e	Width of the following rights-of-way:	X
i	Patent reserves;	N/A
ii	Section line easements;	N/A
iii	Public utility easements;	X
iv	Any other easements existing or dedicated, by the plat;	X
f	All lot lines should, if possible, be radial to a curve. If not, they shall be labeled "not radial;"	N/A
g	Dimensions shall be in feet and hundredths of a foot;	X
h	Bearings shall be shown to the nearest five seconds;	X
6	The width of any existing dedication which provides access to the subdivision;	X
7	The width, bearing, and other data necessary to delineate all easements to which lots are subject:	X
a	Easements shall be denoted by broken lines	X
b	If an easement is not parallel to and adjoining the lot lines, distances and bearings on the side lines of the lots which are cut by the easements shall be shown so as to indicate clearly the actual length of the lot line from the lot corners to the easement;	N/A
8	All lots and blocks shall be numbered in a simple, consecutive, easy to follow manner;	X
9	Sufficient data shall be shown on lot and block boundaries to determine readily the length and bearing of each line;	X
10	No ditto marks shall be used;	X

11	The name of adjoining subdivisions and numbers of adjoining lots as well as adjoining easements and roads;	X
12	North arrow;	X
13	Three-inch bar scale;	X
14	Title block arranged in the lower right-hand corner which shall include the following:	X
a	Date survey was completed,	X
b	Subdivision name,	X
c	Surveyor's name, address, telephone number and registration number,	X
d	Draftperson's initials,	X
e	Checker's initials,	X
f	Legal description of the subdivision location,	X
g	Name of owner(s) of record;	X
15	The area of each lot in square footage to the nearest ten square feet or acres to three decimal places;	X
16	A vicinity map arranged in upper right-hand corner at a scale no smaller than one inch equals one mile, showing major street systems, section lines and north arrow;	X
17	A legend with appropriate symbols indicating pertinent information;	X
18	If the property lies within Flood Zone A the area shall be delineated and a note shall be included on the plat, stating that "The property within Flood Zone A as identified by the Federal Emergency Management Agency shall be required to comply with Federal Regulations";	N/A
19	If the property contains any other hazard areas these areas shall be delineated and noted as to hazard.	N/A

The following items are required on the plat for signature following approval of the plat:

1. Required certificates shall be printed on the plat in a form supplied by the director.
2. The certificate of ownership must be signed by all vested owners.
 - a. Other parties with a secured interest in the property to be subdivided or dedicated.
 - b. A standard form provided by the director may be signed and notarized, authorizing subdivision or dedication in place of signing the certificate on the plat.
 - c. Official seals of the attesting officers, of the land surveyor who prepared the plat and approval certificates from state agencies shall be placed on the plat.

Notice was sent to all property owners within 300 feet of the property per Section 16.04.090 of the Valdez Municipal Code on May 10th, 2013. Notice was sent to the utilities on May 10th, 2013.

16.04.090 Notification requirements.

- A. A notice shall be sent by mail at least ten days prior to the first scheduled meeting of the planning and zoning commission to consider the preliminary plat approval to each owner of property within a distance of three hundred feet of the exterior boundary of the lot or parcel described in the application for subdivision.
- B. Consideration of Evidence. The planning and zoning commission shall hear and consider evidence and facts from any person during preliminary and final plat approval or written communication from any person relative to the matter. The right of any person to present evidence shall not be denied for the reason that any such person was not required to be informed of such subdivision of land.

Staff has not received any comments from neighbors on the subdivision. Staff did talk to CVEA and they had no objections to the plat.

Staff recommends the Planning & Zoning Commission grant final approval of the plat.



Legislation Text

File #: ORD 22-0004, **Version:** 1

ITEM TITLE:

#22-04 - Amending the Zoning Map to Effect a Change to Tract 1, Block 7, Corbin Creek Subdivision Phase II, Plat 2000-11 to Semi-Rural Residential. First Reading. Public Hearing.

SUBMITTED BY: Bruce Wall, Senior Planner

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Adopt Ordinance #22-04, amending the zoning map to effect a change to Tract 1, Block 7, Corbin Creek Subdivision Phase II, Plat 2000-11 to Semi-Rural Residential.

SUMMARY STATEMENT:

Ordinance 00-05 changed the zoning designation of the lots within Block 7 and Block 8, Corbin Creek Subdivision from Light Industrial to residential zones. However; Tract 1, Block 7, Corbin Creek Subdivision did not have its zoning designation changed and remains zoned Light Industrial. Although this tract is designated as snow storage and there is no intention of changing that use, it is staff's opinion that a small industrial zone in the middle of a residential subdivision is inappropriate.

The Planning & Zoning Commission held a public hearing on this matter on March 9, 2022 and, following the opportunity for public input and discussion, approved a recommendation to Council to approve this rezone.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 22-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AUTHORIZING AN AMENDMENT TO THE ZONING MAPS TO EFFECT A CHANGE ON TRACT 1, BLOCK 7, CORBIN CREEK SUBDIVISION PHASE II, PLAT 2000-11 TO SEMI-RURAL RESIDENTIAL

WHEREAS, Ordinance 00-05 changed the zoning designation of the residential lots within Corbin Creek Subdivision Phase II from Light Industrial to Semi-Rural Residential or Single-Family Residential zones; and

WHEREAS, Tract 1, Block 7, Corbin Creek Subdivision did not have its zoning designation changed and remains zoned Light Industrial; and

WHEREAS, on January 26, 2022 the Planning and Zoning Commission initiated the process for rezoning this parcel; and

WHEREAS, the comprehensive plan future land use map designates these lots as within the Residential Neighborhood place type; and

WHEREAS, Action 2.1.B of the Valdez Comprehensive Plan is, "Rezone City of Valdez parcels to align with the future land use map; and

WHEREAS, on March 9, 2022, following a public hearing, the Planning & Zoning Commission approved a recommendation to the City Council to approve the proposed map amendment.

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

Section 1: The Zoning Maps of the City of Valdez, Alaska are amended to effect a change on Tract 1, Block 7, Corbin Creek Subdivision Phase II, Plat 2000-11 to Semi-Rural Residential.

Section 2: This ordinance becomes effective immediately upon passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2022.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

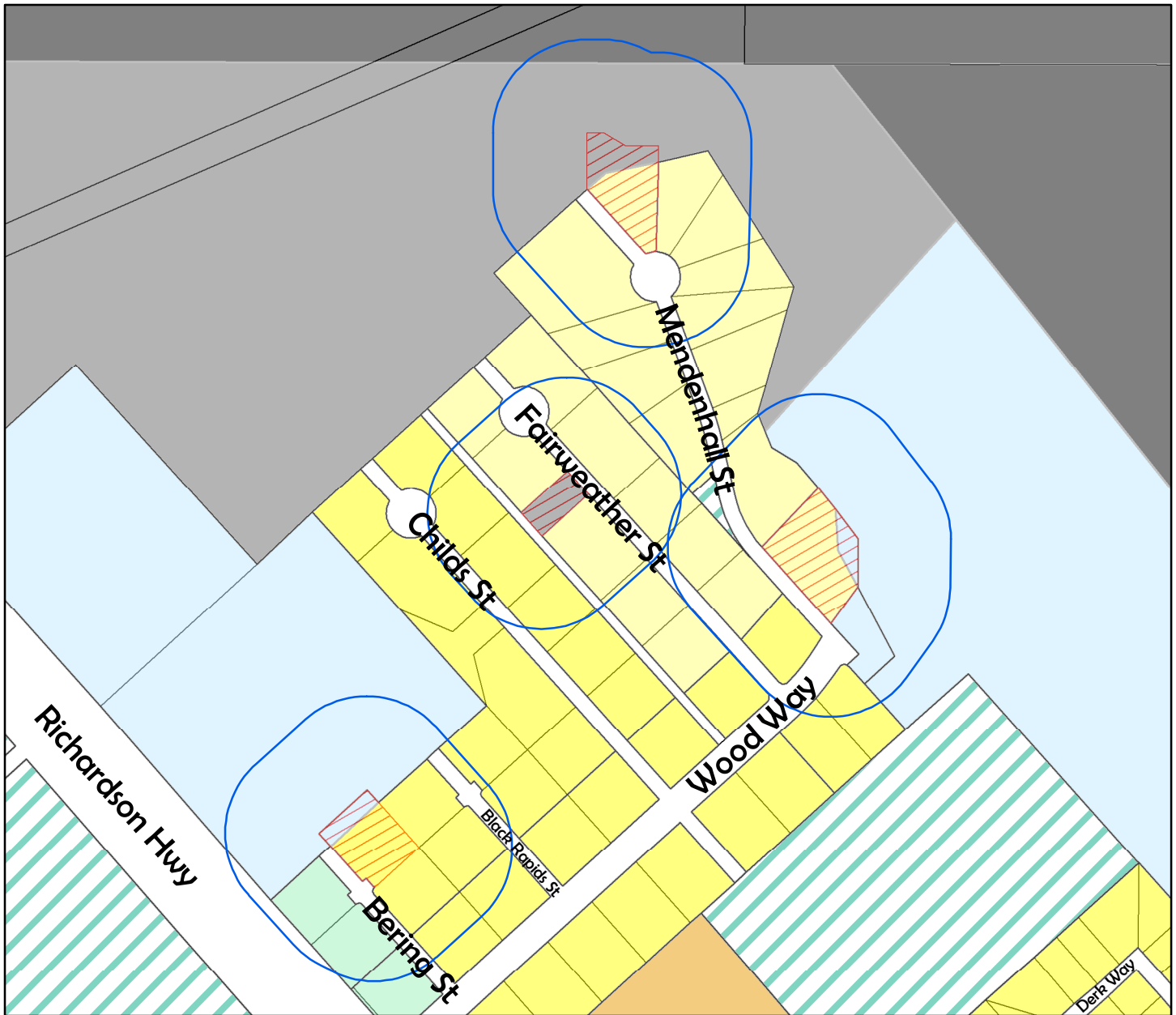
ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Jake Staser, City Attorney
Brena, Bell & Walker, PC

First Reading:
Second Reading:
Yeas:
Nays:
Absent:
Abstain:



Properties Proposed for Rezoning to Residential Zoning

P & Z Commission Meeting
March 9, 2022



0 250 500 1,000 Feet

Author: City of Valdez Planning Date: 2/11/2022



300-Foot Notification Area

Current Zoning

- Single Family Residential (R-A)
- Semi-Rural Residential (R-N)
- Commercial Residential (C-R)
- Neighborhood Commercial (N-C)
- Public Lands (P)
- Light Industrial (L-I)
- Heavy Industrial (H-I)
- Unclassified (UL)
- Subject Properties Corbin Creek



City of Valdez

ALASKA

Planning Department

3046 Fairweather Street Rezone – Proposed Findings

Date: March 9, 2022

File: Rezone 22-04

To: Planning & Zoning Commission

From: Bruce Wall, Senior Planner

General Information

Street Address:	3046 Fairweather Street
Legal Description:	Tract 1, Block 7, Corbin Creek Subdivision Phase II, Plat 2000-11
Current Zoning District:	Light Industrial
Proposed Zoning District:	Semi-Rural Residential
Property Owner:	City of Valdez
Size:	0.459 Acres

Project Description

Ordinance 00-05 changed the zoning designation of the residential lots within Corbin Creek Subdivision Phase II from Light Industrial to Semi-Rural Residential or Single-Family Residential zones. However; Tract 1, Block 7, Corbin Creek Subdivision did not have its zoning designation changed and remains zoned Light Industrial. Although this tract is designated as snow storage, it is staff's opinion that a small industrial zone in the middle of a residential subdivision is inappropriate.

On January 26, 2022, the Planning and Zoning Commission requested that Planning Department staff schedule a public hearing for the purpose of changing the zoning designation of this property.

Findings

1. Procedure.

- a) Ordinance 00-05 changed the zoning designation of the residential lots within Corbin Creek Subdivision Phase II from Light Industrial to Semi-Rural Residential or Single-Family Residential zones.
- b) The official zoning map adopted by the City Council in 2021 indicates that this property is zoned Light Industrial.
- c) On January 26, 2022, the Planning and Zoning Commission initiated the process to change the zoning designation of this property to Semi-Rural Residential.
- d) A public hearing for March 9, 2022 was scheduled to consider the zoning change.
- e) Notice of the meeting was published in the Copper River Record on February 24, 2022 and March 3, 2022, in accordance with VMC 17.06.060(B)(1) and VMC 17.54.040.

- f) Notice of the publication was published in KVAK's e-blast newspaper on February 28, 2022 and March 7, 2022.
- g) Notice of the meeting was mailed on February 22, 2022 to the 17 property owners within 300 feet of the subject property, in accordance with VMC 17.06.060(B)(2) and VMC 17.54.040.

2. Reasons and justification for proposing such change. VMC 17.54.030(A)

- A small industrial zone in the middle of a residential subdivision is inappropriate because many of the permitted uses within the Light Industrial zoning district are incompatible with residential uses.

3. Except for the extension of existing district boundaries, no change in any use district classification or an official zoning map shall be considered which contains an area less than two acres. VMC 17.54.020(C)

- The zoning change is an extension of existing district boundaries.

4. The effect the rezone will have on the objectives of the comprehensive plan. VMC 17.54.030(B)

- The rezone will be implementing the objectives of the comprehensive plan. Objective 2.1.E of the Valdez Comprehensive Plan states, "Rezone parcels to align with the Future Land Use Map." The future land use map designates this lot as within the Residential Neighborhood place type and the designated primary use within this place type is single-family dwellings. Industrial uses are identify as an incompatible land use in the Residential Neighborhood place type.

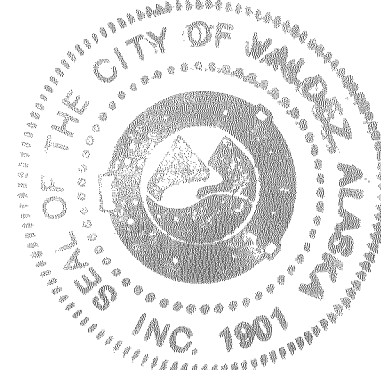
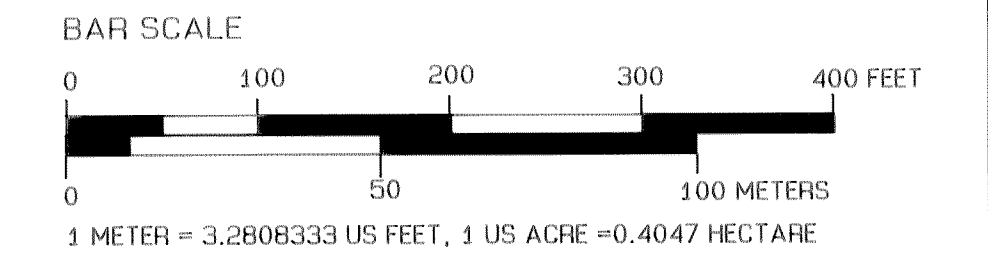
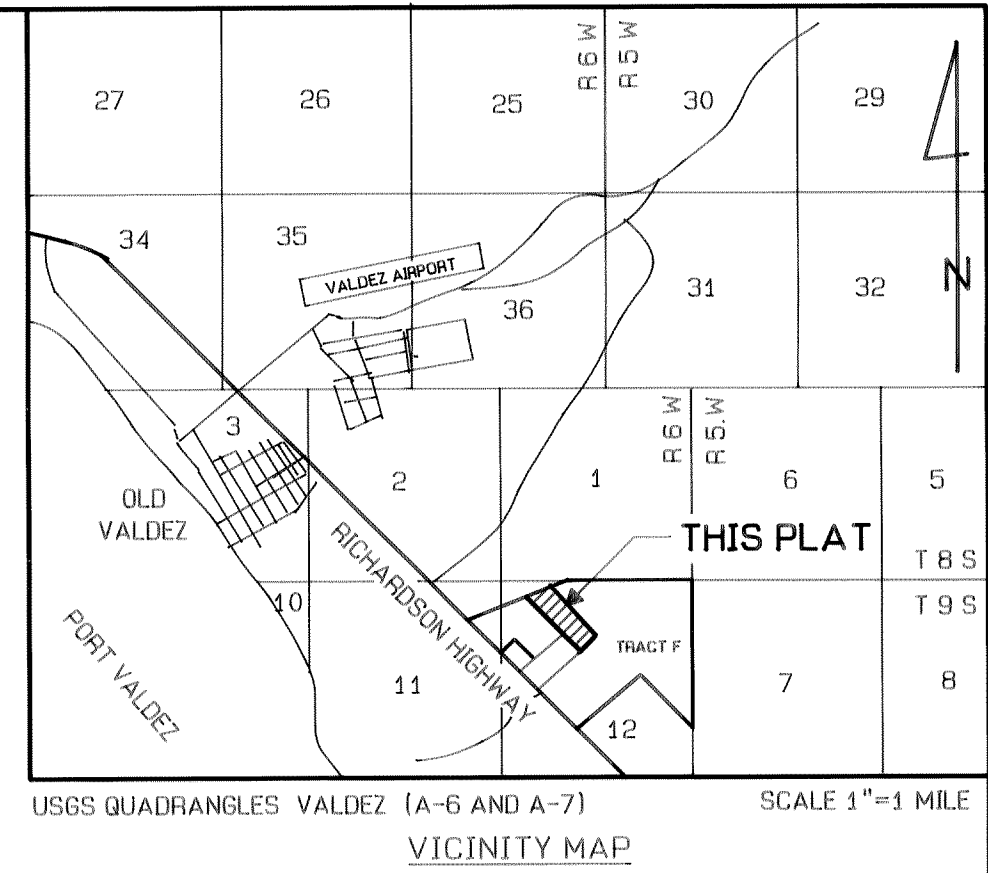
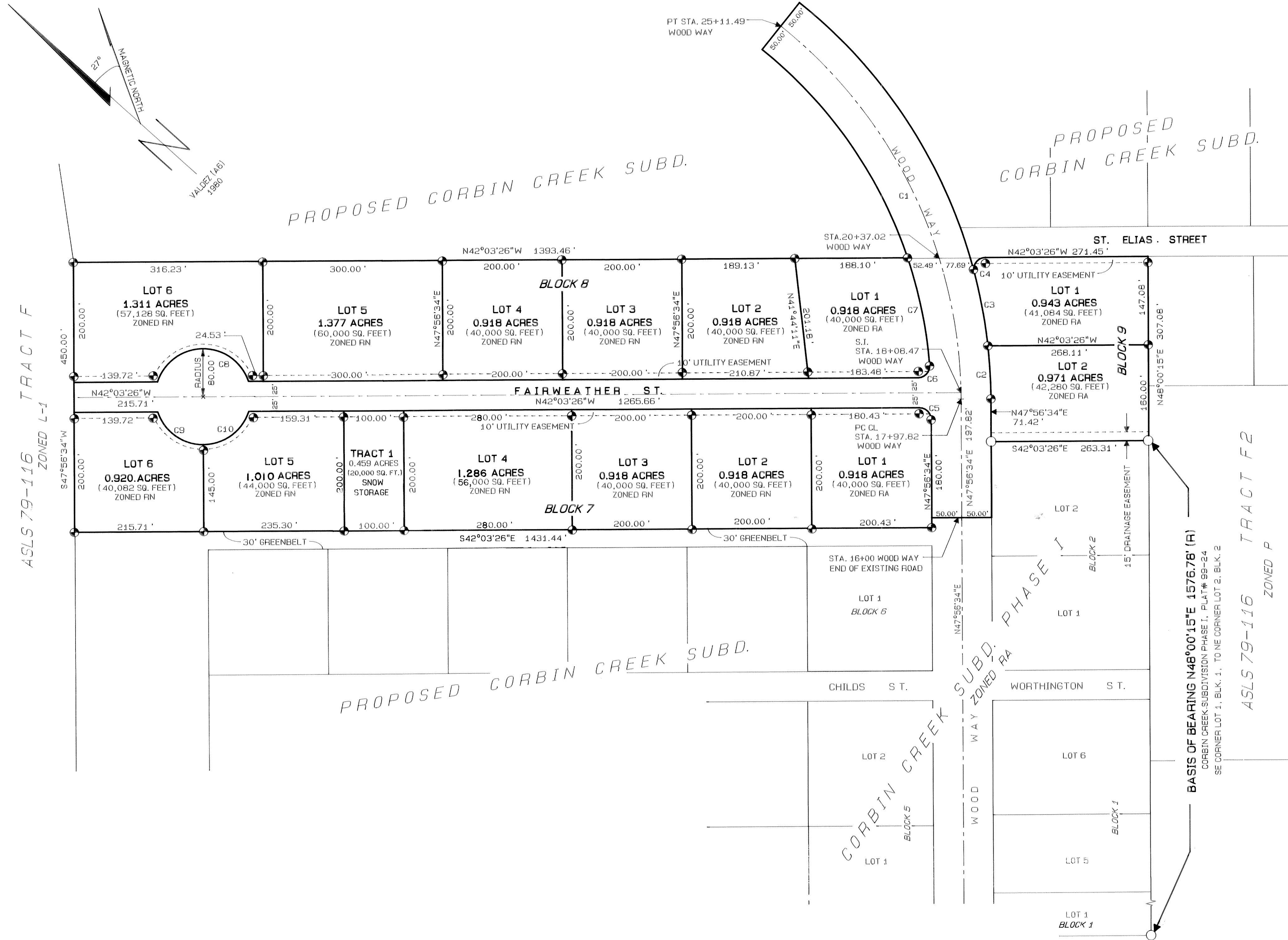
5. Whether the public necessity, convenience, general welfare, modification of the comprehensive plan, or good zoning practice requires the rezone. VMC 17.54.050

- Public necessity, convenience, general welfare, and good zoning practice requires the rezone because changing the zoning district so that the parcel is zoned Semi-Rural Residential will be implementing the comprehensive plan by making the zoning consistent with how it is indicated on the future land use map of the comprehensive plan and consist with it being a small parcel within a residential neighborhood.

6. Whether the rezone is in accordance with the comprehensive plan. VMC 17.54.050

- The rezone is in accordance with the comprehensive plan because the future land use map designates this lot as within the Residential Neighborhood place type. The designated primary use within this place type is single-family dwellings and single-family dwelling are listed as a principal use in the proposed Single-Family Residential district.

ASLS 79-116 TRACT F
ZONED L-1



CERTIFICATE OF OWNERSHIP AND DEDICATION
WE, THE CITY OF VALDEZ, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN HEREON AND THAT WE ADOPT THIS PLAT OF SUBDIVISION AND DEDICATE ALL ROADS AND SNOW STORAGE AREAS TO PUBLIC USE AS SHOWN ON THIS PLAT.
SIGNED David C. Cobb DATE 7/18/2000
MAYOR - CITY OF VALDEZ
ATTEST: Carrie M. Doughman DATE 7/18/2000
Deputy CITY CLERK

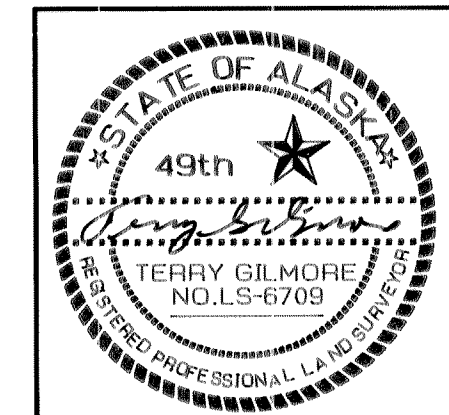
CERTIFICATE OF PAYMENT OF TAXES
I, Carrie M. Doughman
Deputy CITY CLERK FOR THE CITY OF VALDEZ, ALASKA,
DO HEREBY CERTIFY THAT ALL TAXES LEVIED AGAINST THE PROPERTIES REPRESENTED BY THIS PLAT ARE PAID AS OF EXEMPT.

PER EXISTING SECTION 3.12.030(A) OF THE VALDEZ CITY CODE,
THE PROPERTIES REPRESENTED BY THIS PLAT ARE CURRENTLY EXEMPT FROM MUNICIPAL TAXES.
SIGNED Carrie M. Doughman DATE 7/18/2000
Deputy CITY CLERK

PLANNING AND ZONING COMMISSION
THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF VALDEZ PLANNING AND ZONING COMMISSION AND IS HEREBY APPROVED.
SIGNED Gay Dushin DATE 7/12/00
CHAIRMAN

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.
DATE 6/16/2000 Terry Gilmore
TERRY GILMORE
REGISTERED LAND SURVEYOR NO. 6709-S



2000-11
VALDEZ
7/18/00
2:21 p
Request by City
Box 307
VALDEZ, AK 99686

LEGEND

- MONUMENT SET THIS SURVEY (5/8" X30" REBAR AND 2" CAP)
- MONUMENT OF RECORD THIS SURVEY (5/8" REBAR W/ALUM. CAP)

NOTES

- THE ACCURACY OF THIS SURVEY IS GREATER THAN 1:10,000.
- ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED TO THE BASIS OF BEARING
- DISTANCES SHOWN ARE REDUCED TO HORIZONTAL DISTANCES AT GROUND ELEVATION.
- ALL RECORD DIMENSIONS ARE FROM THE PLAT OF CORBIN CREEK SUBDIVISION PHASE I, FILED ON 09/20/99, AS PLAT 99-24 IN THE VALDEZ RECORDING DISTRICT.
- PROPERTY CORNERS ALONG FAIRWEATHER AND ST. ELIAS STREETS ARE WITNESS CORNERS WITH A SETBACK OF 10'. DISTANCES SHOWN ARE TO ACTUAL PROPERTY CORNERS.
- STATIONING ALONG WOOD WAY IS CARRIED OVER FROM CENTERLINE STATIONING OF WOOD WAY ACCORDING TO CORBIN CREEK SUBD. PHASE I, PLAT NO. 99-24.

CURVE DATA								
CURVE NO.	LOCATION	DELTA	RADIUS	DEGREE	ARC	CHORD	CHORD BEARING	TANGENT
C1	CENTERLINE	51°06'45"	800.00'	07°06'45"	713.67'	690.24'	S22°23'11"W	382.55'
C2	BLK.9, LOT 2	05°58'53"	850.00'	06°44'26"	86.74'	86.70'	S44°57'07"W	44.41'
C3	BLK.9, LOT 4	08°42'56"	850.00'	06°44'26"	129.30'	129.17'	S37°36'13"W	64.77'
C4	BLK.9, LOT 1	90°00'25"	20.00'	286°28'44"	31.42'	28.29'	S87°03'13"E	20.00'
C5	BLK.7, LOT 1	90°00'00"	20.00'	286°28'44"	31.42'	28.26'	S02°56'34"W	20.00'
C6	BLK.8, LOT 1	86°30'35"	20.00'	286°28'44"	30.20'	27.41'	N88°28'02"E	16.82'
C7	BLK.8, LOT 1	14°03'37"	750.00'	07°38'22"	184.05'	183.59'	S36°39'36"W	92.49'
C8	BLK.8, LOT 6	143°34'48"	80.00'	71°37'11"	200.48'	151.99'	S42°03'26"E	243.18'
C9	BLK.7, LOT 7	71°47'24"	80.00'	71°37'11"	100.24'	93.81'	N06°09'44"W	57.90'
C10	BLK.7, LOT 6	71°47'24"	80.00'	71°37'11"	100.24'	93.81'	N77°57'08"W	57.90'

CORBIN CREEK SUBDIVISION PHASE II
A SUBDIVISION OF TRACT F
ASLS 79-116
LOCATED WITHIN
SEC. 12, T.9S., R.6W., C.R.M. ALASKA
VALDEZ RECORDING DISTRICT
SCALE 1"=100' CHECKED T.G. DRAWN BY C.B. DATE 6/06/2000 PROJ. NO. 008150

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 00-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE ZONING MAP TO EFFECT A REZONING OF THE PROPERTY DESCRIBED AS A PORTION OF TRACT F, ALASKA STATE LAND SURVEY 79-116 FROM LIGHT INDUSTRIAL TO SINGLE FAMILY RESIDENTIAL AND SEMI-RURAL RESIDENTIAL.

WHEREAS, the City of Valdez has petitioned the Planning and Zoning Commission to rezone the property from Light Industrial to Single Family Residential and Semi-Rural Residential; and,

WHEREAS, the proper notice have been given and the Planning and Zoning Commission has held a public hearing and reported to the City Council on its findings; and,

WHEREAS, the City Council has determined that the public necessity, convenience and general welfare justify this amendment and that it is in conformance with good zoning practices;

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

Section 1: The zoning map of the City of Valdez, Alaska is hereby amended to effectuate a change in the zoning from Light Industrial (L-I) to Semi-Rural Residential (R-N) of the property described as:

Lots 2, 3, 4, 5 & 6, Block 7, Corbin Creek Subdivision, Phase II
Lots 2, 3, 4, 5 & 6, Block 8, Corbin Creek Subdivision, Phase II

Section 2: The zoning map of the City of Valdez, Alaska is hereby amended to effectuate a change in the zoning from Light Industrial (L-I) to Single Family Residential (R-A) of the property described as:

Lot 1, Block 7, Corbin Creek Subdivision, Phase II
Lot 1, Block 8, Corbin Creek Subdivision, Phase II
Lots 1 & 2, Block 9, Corbin Creek Subdivision, Phase II

Section 3: This ordinance takes effect immediately upon passage and approval.

CITY OF VALDEZ, ALASKA
ORDINANCE 00-05
PAGE 2

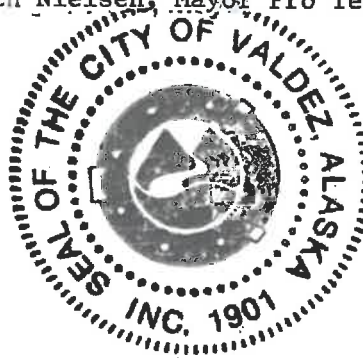
PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF VALDEZ,
ALASKA this 7th day of August, 2000.

CITY OF VALDEZ, ALASKA

Rich Nielsen
Rich Nielsen, Mayor Pro Tempore

ATTEST:

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

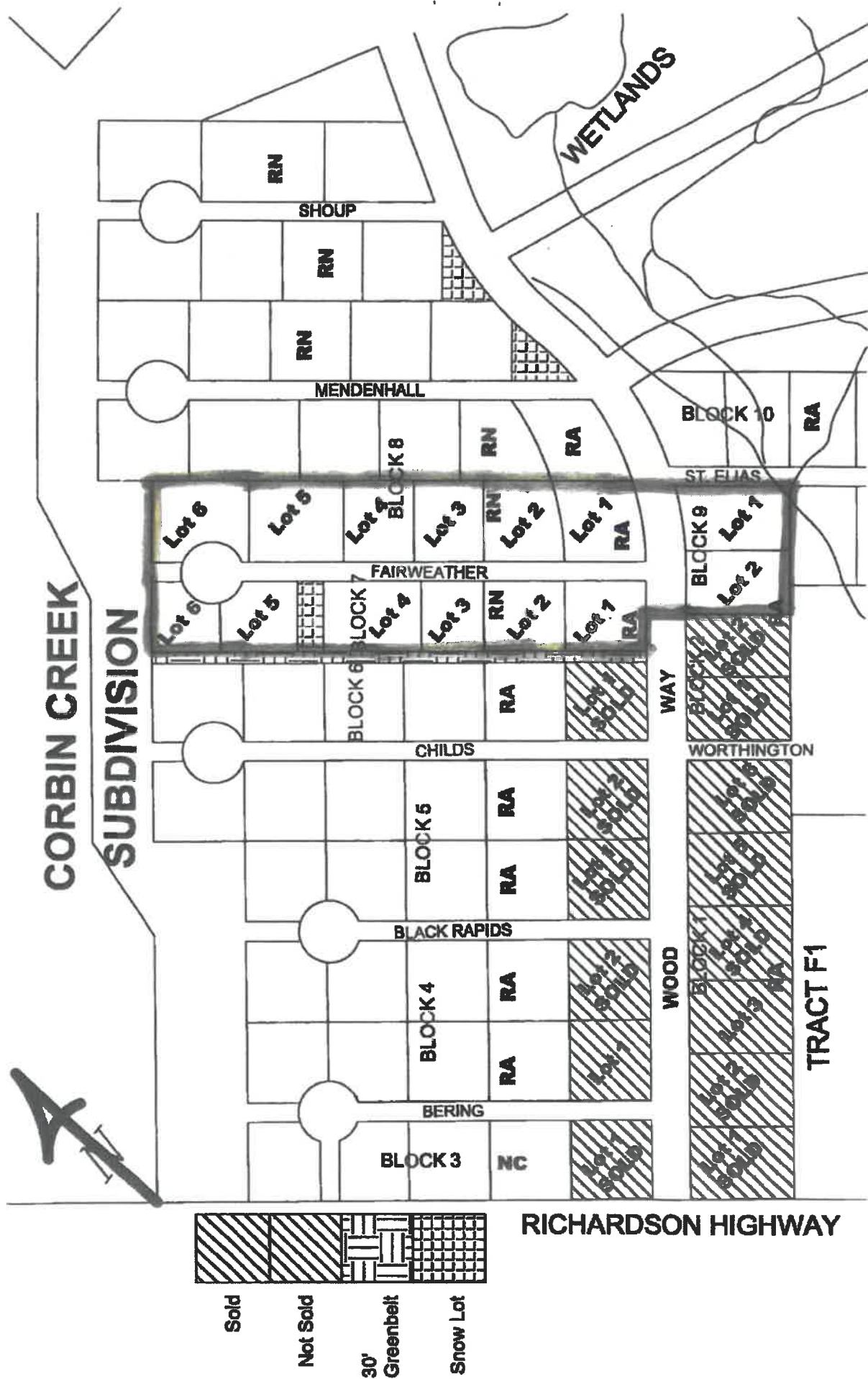


APPROVED AS TO FORM:

Walker, Walker, Wendlandt & Osowski

By William M. Walker
William M. Walker

1st Reading: 7/17/00
2nd Reading: 8/7/00
Adoption: 8/7/00
Ayes: 6
Noes: X
Not Voting: 0
Absent: 1 (0000)





Legislation Text

File #: RES 22-0019, **Version:** 1

ITEM TITLE:

#22-19 - Supporting Valdez Fisheries Development Association in a Non-Federal Cost Share of \$393,750 to Partner with the US Army Corps of Engineers Alaska District to Fund Robe Lake Feasibility Study

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution Supporting Robe Lake Habitation Restoration Feasibility Study

SUMMARY STATEMENT:

Valdez Fisheries Development Association is requesting City of Valdez join as the non-federal cost share co-sponsor to provide funding of a feasibility study, including planning and design of project for the long-term improvement of salmon habitat in Robe Lake.

In 2021, a Resolution was approved by City Council in support of making application to the Army Corps of Engineers for feasibility study.

The initial feasibility study to be conducted is estimated to cost \$1,260,000. The maximum project costs is \$1,500,000. The study includes elements related to engineering, economics, and environmental compliance. The major costs associated with the study to relate to flood control issues and the environmental investigation related to NEPA requirements and justifications for the project based on environmental need.

VFDA has secured the commitment of the Tatilek Corporation to partner on the project and the VFDA Board has committed to funding toward the project.

The funding participation for the maximum costs of the feasibility study reflect the following breakdown.

Army Corp of Engineers Funding-\$485,000
Tatitlek Corporation Sponsorship-\$530,000
City of Valdez Funding-\$393,750
VFDA Funding-\$91,250

Total Maximum Budget=\$1,500,000

The funding participation for estimated costs reflect the following breakdown:

Army Corp of Engineers Funding-\$365,000

Tatilek Corporation Sponsorship-\$530,000

City of Valdez Funding-\$273,750

VFDA FUNDING-\$91,250

TOTAL ESTIMATED COSTS=\$1,260,000

CITY OF VALDEZ, ALASKA

RESOLUTION #22-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, SUPPORTING VALDEZ FISHERIES DEVELOPMENT ASSOCIATION, INC. IN A NON-FEDERAL COST SHARE OF \$393,750 TO PARTNER WITH THE U.S. ARMY CORPS OF ENGINEERS-ALASKA DISTRICT TO FUND ROBE LAKE FEASIBILITY STUDY

WHEREAS, the Valdez Fisheries Development Association Inc., submitted in 2021, a Letter of Interest requesting assistance of the U.S. Army Corps of Engineers (ACOE), under Section 206 of the Water Resources Development Act of 1996, Aquatic Ecosystem Restoration, for planning and designing of a project for the long term improvement of salmon habitat in Robe Lake located in Valdez; and

WHEREAS, The U.S. Army Corp of Engineers (ACOE), has selected Robe Lake as a project for a feasibility study; and

WHEREAS, The ACOE has committed \$485,000 for feasibility study; and

WHEREAS, the commitment of the Tatitlek Corporation and Native Village of Tatitlek, to sponsor this project creates a \$530,000 credit toward total cost of the feasibility study; and

WHEREAS, the Valdez Fisheries Development Association has committed \$91,250 to the non-federal share of the feasibility study; and

WHEREAS, the City of Valdez has committed \$393,750 to the non-federal share of the feasibility study; and

WHEREAS, participation by VFDA in such feasibility study or a design and construction project at Robe Lake beyond the Federal Interest Determination was dependent upon the VFDA obtaining funding commitments from non-federal partners such as tribal organizations, the City of Valdez, and other local funding sources.

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

Section 1. The City of Valdez having designated Robe Lake as municipal entitlement land has determined the long term sustainability of the Robe Lake habitat is in the public interest of the City and citizens.

Section 2. The City of Valdez is in support of the Valdez Fisheries Development Association's requesting assistance of the U.S. Army Corps of Engineers for planning and designing of a project for the long-term improvement of salmon habitat in Robe Lake.

Section 3. The City of Valdez is in support of joining Valdez Fisheries Development Association in the CAP Section 206 Aquatic Ecosystem Restoration Program project for Robe Lake.

Section 4. The City of Valdez is in support and would agree to share \$393,750 of the local cost share for planning study (50%Local-50%Federal) and if justified by such planning study, 75% of the project costs (35% Local-65% Federal) based on continued commitment of the Tatitlek Corporation and Native Village of Tatitlek as a non-federal partner and the commitment of VFDA to provide \$91,250 of the local cost share.

Section 5. The City Council hereby authorizes the Mayor to sign the Agreement between the Department of the Army and City of Valdez, Alaska and Native Village of Tatitlek for the Robe Lake CAP 206 Aquatic Ecosystem Restoration (Appendix A) and further authorizes the Mayor to sign the Memorandum of Understanding between the City of Valdez and Valdez Fisheries Development Association (Appendix B).

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPENDIX A

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF VALDEZ, ALASKA
AND
NATIVE VILLAGE OF TATITLEK
FOR THE
ROBE LAKE CAP 206 ECOSYSTEM RESTORATION

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Alaska District (hereinafter the "District Commander") and the City of Valdez, Alaska, and the Native Village of Tatitlek (hereinafter the "Non-Federal Sponsors"), represented by the City Mayor and Tribal President.

WITNESSETH, THAT:

WHEREAS, Section 206 of the Water Resources Development Act of 1996, as amended authorizes a feasibility study for a project to restore aquatic ecosystems;

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsors have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Study" means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for degraded salmon spawning and rearing habitat at Robe Lake, Valdez, Alaska.

B. The term "shared study costs" means all costs incurred by the Government and Non-Federal Sponsors after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes, but is not necessarily limited to: the Government's costs for preparing the PMP; for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the decision document; for supervision and administration; for Agency Technical Review and other review processes required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsors'

creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsors in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or negotiating this Agreement. The term also does not include the first \$100,000 of costs for the Study incurred by the Government, whether before or after execution of this Agreement, and costs funded at full Federal expense based on the waiver of non-Federal cost sharing in accordance with Article II.I.

C. The term “PMP” means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsors, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsors’ in-kind contributions, and that guides the performance of the Study.

D. The term “in-kind contributions” means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsors after the effective date of this Agreement and in accordance with the PMP.

E. The term “maximum Federal study cost” means the \$1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount, and includes the first \$100,000 of costs for the Study incurred by the Government.

F. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsors. In carrying out its obligations under this Agreement, the Non-Federal Sponsors shall comply with all the requirements of applicable Federal laws and implementing regulations.

B. The Non-Federal Sponsors shall contribute 50 percent of shared study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the first \$100,000 of the costs incurred by the Government that are excluded from shared costs, and the cost sharing waiver in accordance with Article II.I., the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors to meet its share of shared study costs for the remainder of the initial fiscal year of the Study. No later

than 15 calendar days after such notification, the Non-Federal Sponsors shall provide the full amount of such funds to the Government.

2. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsors shall provide the full amount of such required funds to the Government.

C. The Government shall include in shared study costs and credit towards the Non-Federal Sponsors' share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsors incurs in providing or performing in-kind contributions, including associated supervision and administration, after the effective date of this Agreement. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsors shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsors' employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsors' share of shared study costs.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsors; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsors the opportunity to review and comment on solicitations for contracts prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsors shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsors shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in shared study costs or the maximum Federal study cost.

H. In addition to the ongoing, regular discussions of the parties in the delivery of the Study, the Government and the Non-Federal Sponsor may establish a Study Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Study Coordination Team shall not be included in the shared study costs, but shall be included in calculating the maximum Federal study cost. The Non-Federal Sponsors' costs for participation on the Study Coordination Team shall not be included in shared study costs and shall be paid solely by the Non-Federal Sponsors without reimbursement or credit by the Government.

I. Pursuant to Section 1156 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2310), the Government shall waive up to \$530,000 in non-Federal cost sharing of the Study. The amount of the waiver shall not be included in shared study costs, but shall be included in calculating the maximum Federal study cost.

ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, shared study costs are projected to be \$730,000 with the Government's share of such costs projected to be \$365,000 and the Non-Federal Sponsors' share of such costs projected to be \$365,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsors.

B. The Government shall provide the Non-Federal Sponsors with monthly reports setting forth the estimated shared study costs and the Government's and Non-Federal Sponsors' estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsors funds, to date; the amount of funds provided by the Non-Federal Sponsors to date; the estimated amount of any creditable in-kind contributions; costs funded at full Federal expense based on the waiver of non-Federal cost sharing in accordance with Article II.I.; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsors shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Alaska District (J4)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsors has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsors, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsors to cover the non-Federal share of shared study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsors to cover the Non-Federal Sponsors' required share of shared study costs, the Government shall provide the Non-Federal Sponsors with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsors shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsors with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsors, the Non-Federal Sponsors, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Sponsors have provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsors' responsibility to pay its share of shared study costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other parties, any party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study may be terminated if a CAP decision document is not completed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsors pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other parties in writing of the nature of the purported breach and seek

in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsors of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsors shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Study shall not be included in shared study costs, but shall be included in calculating the maximum Federal study cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsors to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsors, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsors without reimbursement or credit by the Government.

ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsors each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the others. Neither of the parties shall provide, without the consent of the other parties, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as follows:

If to the Non-Federal Sponsors:
Native Village of Tatitlek
Attn: President
P.O. Box 171
Tatitlek, Alaska 99677

and

City of Valdez
Attn: City Manager
P.O. Box 307
Valdez, Alaska 99686

If to the Government:
USACE, Alaska District
Attn: CEPOA-PM-C
PO Box 6898
JBER, AK 99506

B. A party may change the recipient or address for such communications by giving written notice to the other parties in the manner provided in this Article.

ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

ARTICLE XI – JOINT AND SEVERAL RESPONSIBILITY OF THE NON-FEDERAL SPONSORS

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from any of the entities designated herein as one of the Non-Federal Sponsors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF VALDEZ

BY: _____
Damon Delarosa
Colonel, U.S. Army
District Commander

BY: _____
Sharon Scheidt
City Mayor, Valdez

DATE: _____

DATE: _____

NATIVE VILLAGE OF TATITLEK

BY: _____
Nanci Robart
Tribal President, Native Village of Tatitlek

DATE: _____

APPENDIX B

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF VALDEZ AND
VALDEZ FISHERIES DEVELOPMENT ASSOCIATION, INC.**

1. Valdez Fisheries Development Association, Inc. (VFDA) is a 501(c)(3) Alaska private nonprofit corporation dedicated to rearing salmon for common property fisheries within the City of Valdez (City).
2. VFDA has been working with the U.S. Army Corp of Engineers (Corps) on a project to attempt to improve the hydrology of Robe Lake, which is also located within the City.
3. At VFDA's request, the Corps initiated a Robe Lake Section 206 Ecosystem Restoration Project (P2# 478434) (Project). The primary purpose of the Project will be to attempt to restore the Robe Lake ecosystem to the condition that existed before human-related impacts.
4. The sponsors of the Project are the Corps, VFDA, and the City, with the City acting as the primary point of contact for the Project.
5. The Native Village of Tatitlek and the Tatitlek Corporation (Tatitlek) have been approached by the City and VFDA to be a co-sponsor of the Project in order to benefit Tatitlek's members. Tatitlek has agreed to be a co-sponsor of the Project.
6. The Corps completed a Federal Interest Determination for the Project and the Corps is working with the three co-sponsors of the Project (City, VFDA, and Tatitlek) to negotiate a Feasibility Cost Sharing Agreement (FCSA).
7. The City and VFDA agree that the City, in addition to being the primary point of contact for the Project, will be the lead party on the Project and be the signatory on the FCSA and any other Project documents required by the Corps and the primary party responsible for the Project.
8. The City and VFDA agree that while VFDA would not be a signatory on the FCSA or other Corps documents related to the Project, VFDA would enter into such agreements and commit such obligations as necessary to reach finalization of all reasonably necessary documents the Corps needs to undertake the Project and work collaboratively with the City to attempt to successfully secure the Project.
9. Among other things, VFDA would sign necessary documents with the City and Tatitlek to obtain the Project, and contribute such funds it can to secure the Project because it is in VFDA's interests as the primary originator of the Project with the Corps and because VFDA is keenly interested in insuring the success of the Project as set out in the Corps' October 2021 Robe Lake Ecosystem Restoration Section 206 Project Fact Sheet to improve, among other things, the Robe Lake salmon habitat and ecosystem.

10. At the time of this Agreement, VFDA has agreed to commit \$91,250.00 toward obtaining the Project, which is 25.0% of the non-federal portion of the Project's FCSA, the City will pay any remainder amount to secure the Project, and the City and VFDA will work together to obtain the funds necessary to complete the Project and a cost waiver from the Corps, which is available for the Project because Tatitlek is a federally recognized tribe and will be involved in the Project.

11. VFDA and the City will work and collaborate closely and cooperatively on such things as Project management, financing, design, implementation and timing of activities associated with the Project, and any other decision processes in order to ensure, among other things, that the Project does not create unnecessary negative impacts and to ensure that the design, implementation, management, and staffing of the Project is carried out and implemented as effectively as possible.

12. The City and VFDA understand that additional documents may have to be drafted and signed in order to successfully obtain and implement the Project and they agree to work closely together to finalize and execute those documents in a timely, good faith manner.

13. The City and VFDA may amend this Agreement as necessary.

CITY OF VALDEZ

By: Sharon Scheidt
Its: Mayor

Dated: _____

VALDEZ FISHERIES DEVELOPMENT ASSOCIATION, INC.

By: Michael H. Wells
Its: Executive Director

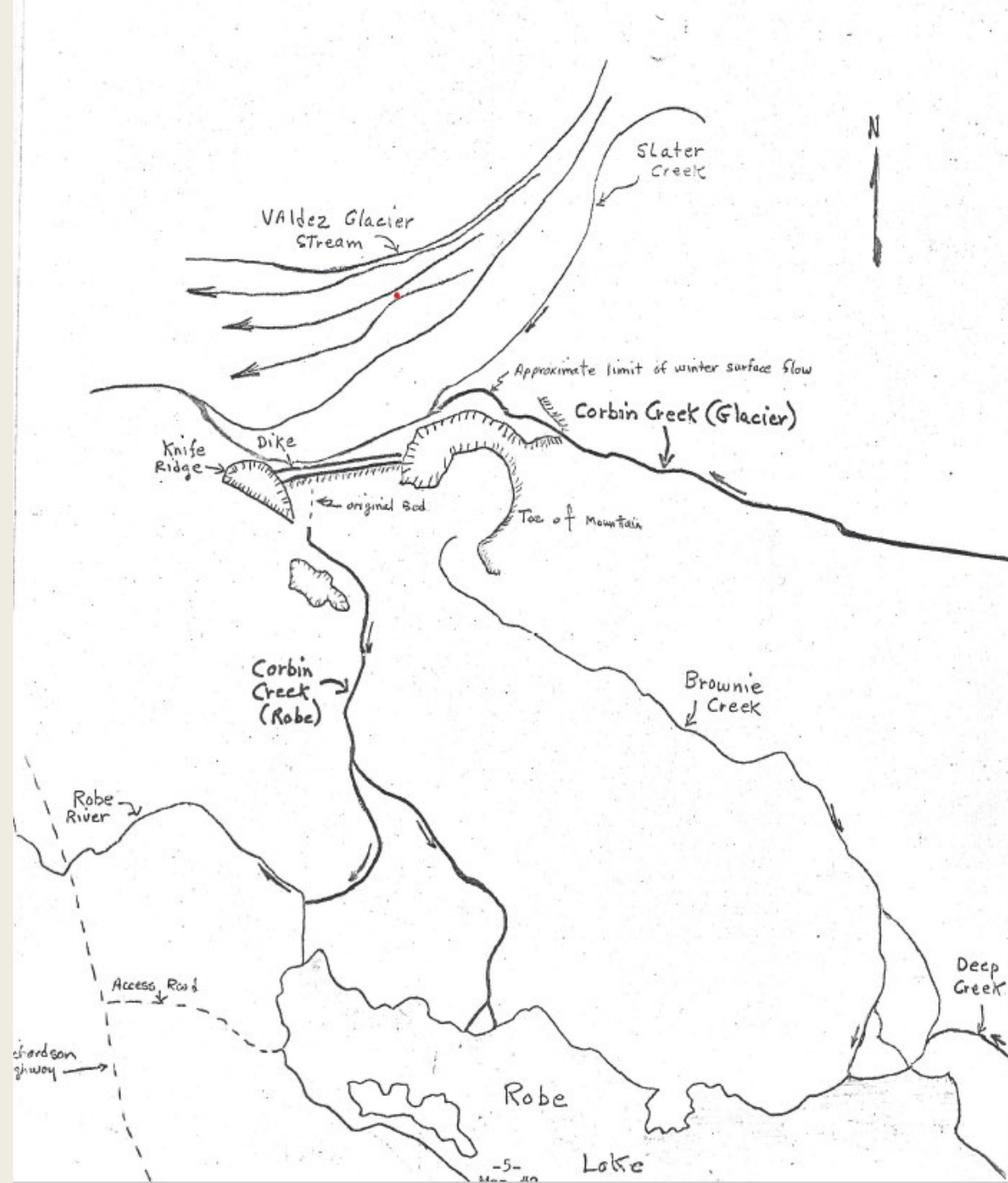
Dated: _____

Robe Lake

Salmon Habitat Restoration Project

Revised March 2022





Robe Lake:

Largest fresh water lake in the Port Valdez

Mean depth of 10 ft/3meters

Approx., 682 acres.

Max depth of 16ft/5meters

Three tributaries - Old Corbin creek

Brownie creek

Deep creek

Single outlet - Robe River

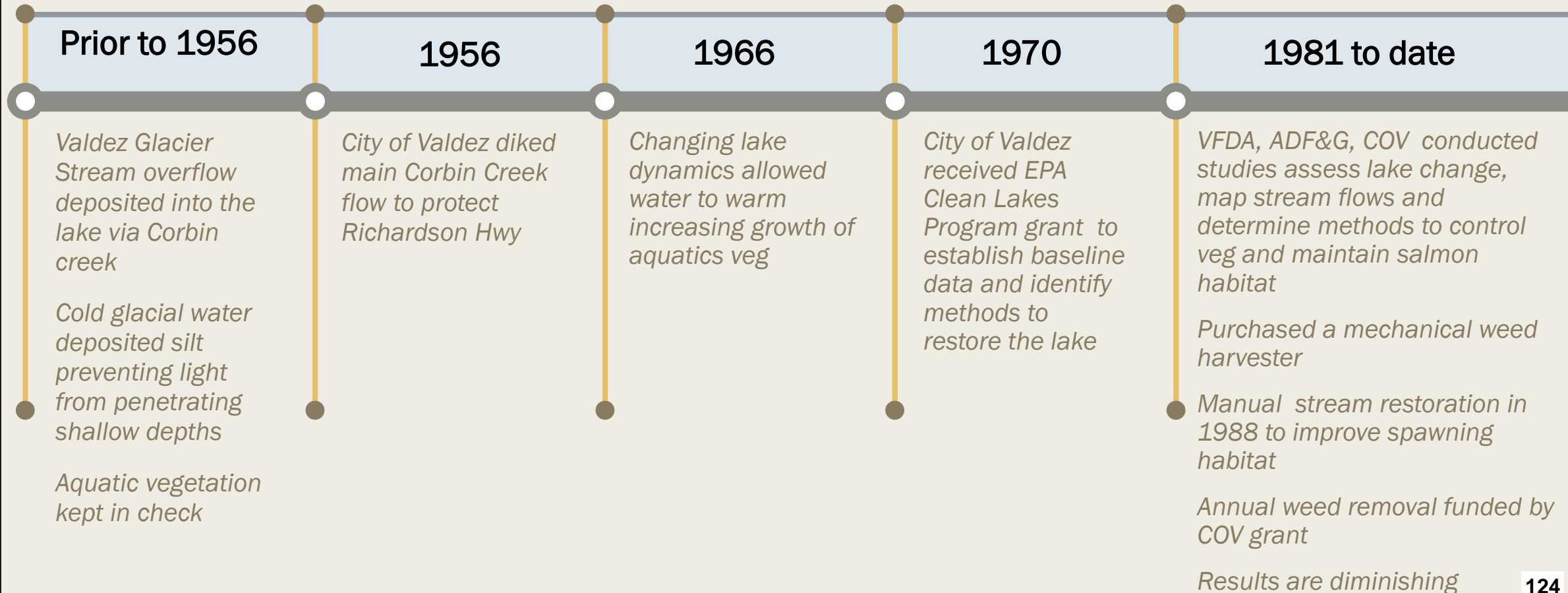
Corbin Creek Coho salmon is the donor stock for VFDA's sport fishery enhancement program.

Sockeye & Coho salmon stocks are important to sport fishery and other customary users.

Popular community recreational area for kayak, SUP, boating and waterfowl hunting.

Float plane landing and mooring.

Chronology of Lake Change



Robe Lake Project Goals

Increase water flow to Old Corbin Creek to reduce weed growth naturally

Mechanically improve existing stream channels in Old Corbin and Brownie Creek to support existing spawning and rearing habitat

Increase lake size where feasible through mechanical vegetation removal.

Current Robe Lake Efforts

Mechanical Aquatic Vegetation Removal

- Cooperative annual effort funded by VFDA and the City of Valdez
- Removing approximately 400-500 cubic yards annually
- City of Valdez funded new harvester in 2022

Habitat Analysis of Robe Lake – Completed October 2021

- Study funded by a City of Valdez Grant
- Evaluate and provide a current status update
 - Survey contemporary lake area
 - Map existing stream channels for Brownie and Corbin creeks
 - Determine annual tributary and outlet flows
 - Identify opportunities for improvement including non mechanical, cost, permitting and funding sources

Results? Options may be available to reduce vegetation by increasing turbidity, but effects on lake productivity will need to be assessed.

A Long Term Solution?

Develop a non-mechanical solution to control vegetative growth through improved lake flushing.

U.S. Army Corp of Engineers CAP 206 Aquatic Environment Restoration Program.

- VFDA petitioned the USACE in 2018 to evaluate Robe Lake and propose a long term solution
- VFDA, City of Valdez and Native Village of Tatitlek/Corporation have agreed to co sponsor the project.
- The USACE has conducted and approved a Federal Interest Determination (FID) for a project
 - Is first step in assessing viability of a project and identifying co-sponsors. USACE has spent up to \$100,000 on the FID
 - Approved by USACE in November 2021
- Project now moves to a Feasibility Cost Sharing Agreement (FCSA) to conduct a planning study ✓We are here
 - Requires a 50% non federal match
 - Study receives a cost waiver of \$530,000 because the Native Village of Tatitlek is a federally recognized tribe.
 - FCSA will conduct NEPA assessment, benefit of the project and recommend solution, or project.
- If project is recommended, USACE and co sponsors move to Project Partnership Agreement
 - Study receives a cost waiver of \$530,000 because the Native Village of Tatitlek is federally recognized tribe.
 - Requires a 35% non federal match
 - May be able to seek grant funding to offset project costs

Benefits of Co-Sponsorship

- Project is within the community of Valdez
- Robe Lake is a popular community recreational site and provides an important salmon resource for subsistence, sport and commercial harvests to the broader residents of Alaska
- Co-sponsors would have a seat at the table to evaluate the project and address areas of public concern and impacts of the proposed solution to land use and surrounding developments and improvements that may be proposed on city lands.

Cost of Co-Sponsorship

Updated March 2022

- Feasibility Cost Shared Agreement (FCSA)– 50% Federal/ 50% Non Federal

Current estimated cost of the FCSA	\$ 1,260,000
Cost Waiver by Native Village of Tatitlek	<u>-\$ 530,000</u>
Estimated Shared Cost	\$ 730,000
Federal Share is 50%	\$ 365,000
Non Federal Share is 50%	<u>\$ 365,000</u>
<hr/>	
75% - City of Valdez (\$273,750)	
25% - VFDA (\$91,250) Approved	

- Project Design and Construction – 65% Federal/ 35% Non Federal

Estimated hypothetical cost of project design and construction	\$ 2,897,000
Cost Waiver by Native Village of Tatitlek	<u>-\$ 530,000</u>
Estimated Shared Cost	\$ 2,367,000
Federal Share is 65%	\$ 1,538,550
Non Federal Share is 35%	<u>\$ 828,450</u>
<hr/>	
75% - City of Valdez (\$621,337)	
25% - VFDA (\$201,113)	

- Land acquisition (in kind credit to project), maintenance, monitoring – 100% Non Federal

Long Term Benefits of Project

- If a project is to be feasible, it will need to show a net environmental benefit great enough to justify a project
- Improve general ecological function and productivity of the lake
- Improve or maintain rearing habitat quality for juvenile salmon and potential to add salmon spawning habitat for Coho and Sockeye salmon

Long Term Benefit:

- Improved salmon production brings economic value to community through increased fishing and harvest opportunity, particularly in the sport fishery and subsistence harvests
- Overall improved ecological function to all species
- Improved recreational experience
- May help to reduce or eliminate future costs of mechanical mitigation by reducing or eliminating unwanted vegetative growth
- Opportunity to correct a negative man-made environmental condition

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF VALDEZ, ALASKA
AND
NATIVE VILLAGE OF TATITLEK
FOR THE
ROBE LAKE CAP 206 ECOSYSTEM RESTORATION

THIS AGREEMENT is entered into this _____ day of _____, ____, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for Alaska District (hereinafter the “District Commander”) and the City of Valdez, Alaska, and the Native Village of Tatitlek (hereinafter the “Non-Federal Sponsors”), represented by the City Mayor and Tribal President.

WITNESSETH, THAT:

WHEREAS, Section 206 of the Water Resources Development Act of 1996, as amended authorizes a feasibility study for a project to restore aquatic ecosystems;

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsors have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Study” means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for degraded salmon spawning and rearing habitat at Robe Lake, Valdez, Alaska.

B. The term “shared study costs” means all costs incurred by the Government and Non-Federal Sponsors after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes, but is not necessarily limited to: the Government’s costs for preparing the PMP; for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the decision document; for supervision and administration; for Agency Technical Review and other review processes required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsors’

creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsors in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or negotiating this Agreement. The term also does not include the first \$100,000 of costs for the Study incurred by the Government, whether before or after execution of this Agreement, and costs funded at full Federal expense based on the waiver of non-Federal cost sharing in accordance with Article II.I.

C. The term “PMP” means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsors, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsors’ in-kind contributions, and that guides the performance of the Study.

D. The term “in-kind contributions” means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsors after the effective date of this Agreement and in accordance with the PMP.

E. The term “maximum Federal study cost” means the \$1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount, and includes the first \$100,000 of costs for the Study incurred by the Government.

F. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsors. In carrying out its obligations under this Agreement, the Non-Federal Sponsors shall comply with all the requirements of applicable Federal laws and implementing regulations.

B. The Non-Federal Sponsors shall contribute 50 percent of shared study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the first \$100,000 of the costs incurred by the Government that are excluded from shared costs, and the cost sharing waiver in accordance with Article II.I., the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors to meet its share of shared study costs for the remainder of the initial fiscal year of the Study. No later

than 15 calendar days after such notification, the Non-Federal Sponsors shall provide the full amount of such funds to the Government.

2. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsors shall provide the full amount of such required funds to the Government.

C. The Government shall include in shared study costs and credit towards the Non-Federal Sponsors' share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsors incurs in providing or performing in-kind contributions, including associated supervision and administration, after the effective date of this Agreement. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsors shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsors' employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsors' share of shared study costs.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsors; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsors the opportunity to review and comment on solicitations for contracts prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsors shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsors shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in shared study costs or the maximum Federal study cost.

H. In addition to the ongoing, regular discussions of the parties in the delivery of the Study, the Government and the Non-Federal Sponsor may establish a Study Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Study Coordination Team shall not be included in the shared study costs, but shall be included in calculating the maximum Federal study cost. The Non-Federal Sponsors' costs for participation on the Study Coordination Team shall not be included in shared study costs and shall be paid solely by the Non-Federal Sponsors without reimbursement or credit by the Government.

I. Pursuant to Section 1156 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2310), the Government shall waive up to \$530,000 in non-Federal cost sharing of the Study. The amount of the waiver shall not be included in shared study costs, but shall be included in calculating the maximum Federal study cost.

ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, shared study costs are projected to be \$730,000 with the Government's share of such costs projected to be \$365,000 and the Non-Federal Sponsors' share of such costs projected to be \$365,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsors.

B. The Government shall provide the Non-Federal Sponsors with monthly reports setting forth the estimated shared study costs and the Government's and Non-Federal Sponsors' estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsors funds, to date; the amount of funds provided by the Non-Federal Sponsors to date; the estimated amount of any creditable in-kind contributions; costs funded at full Federal expense based on the waiver of non-Federal cost sharing in accordance with Article II.I.; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsors shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Alaska District (J4)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsors has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsors, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsors to cover the non-Federal share of shared study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsors to cover the Non-Federal Sponsors' required share of shared study costs, the Government shall provide the Non-Federal Sponsors with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsors shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsors with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsors, the Non-Federal Sponsors, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Sponsors have provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsors' responsibility to pay its share of shared study costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other parties, any party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study may be terminated if a CAP decision document is not completed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsors pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other parties in writing of the nature of the purported breach and seek

in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsors of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsors shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Study shall not be included in shared study costs, but shall be included in calculating the maximum Federal study cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsors to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsors, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsors without reimbursement or credit by the Government.

ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsors each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the others. Neither of the parties shall provide, without the consent of the other parties, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as follows:

If to the Non-Federal Sponsors:
Native Village of Tatitlek
Attn: President
P.O. Box 171
Tatitlek, Alaska 99677

and

City of Valdez
Attn: City Manager
P.O. Box 307
Valdez, Alaska 99686

If to the Government:
USACE, Alaska District
Attn: CEPOA-PM-C
PO Box 6898
JBER, AK 99506

B. A party may change the recipient or address for such communications by giving written notice to the other parties in the manner provided in this Article.

ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

ARTICLE XI – JOINT AND SEVERAL RESPONSIBILITY OF THE NON-FEDERAL SPONSORS

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from any of the entities designated herein as one of the Non-Federal Sponsors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF VALDEZ

BY: _____
Damon Delarosa
Colonel, U.S. Army
District Commander

BY: _____
Sharon Scheidt
City Mayor, Valdez

DATE: _____

DATE: _____

NATIVE VILLAGE OF TATITLEK

BY: _____
Nanci Robart
Tribal President, Native Village of Tatitlek

DATE: _____

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF VALDEZ AND
VALDEZ FISHERIES DEVELOPMENT ASSOCIATION, INC.**

1. Valdez Fisheries Development Association, Inc. (VFDA) is a 501(c)(3) Alaska private nonprofit corporation dedicated to rearing salmon for common property fisheries within the City of Valdez (City).
2. VFDA has been working with the U.S. Army Corp of Engineers (Corps) on a project to attempt to improve the hydrology of Robe Lake, which is also located within the City.
3. At VFDA's request, the Corps initiated a Robe Lake Section 206 Ecosystem Restoration Project (P2# 478434) (Project). The primary purpose of the Project will be to attempt to restore the Robe Lake ecosystem to the condition that existed before human-related impacts.
4. The sponsors of the Project are the Corps, VFDA, and the City, with the City acting as the primary point of contact for the Project.
5. The Native Village of Tatitlek and the Tatitlek Corporation (Tatitlek) have been approached by the City and VFDA to be a co-sponsor of the Project in order to benefit Tatitlek's members. Tatitlek has agreed to be a co-sponsor of the Project.
6. The Corps completed a Federal Interest Determination for the Project and the Corps is working with the three co-sponsors of the Project (City, VFDA, and Tatitlek) to negotiate a Feasibility Cost Sharing Agreement (FCSA).
7. The City and VFDA agree that the City, in addition to being the primary point of contact for the Project, will be the lead party on the Project and be the signatory on the FCSA and any other Project documents required by the Corps and the primary party responsible for the Project.
8. The City and VFDA agree that while VFDA would not be a signatory on the FCSA or other Corps documents related to the Project, VFDA would enter into such agreements and commit such obligations as necessary to reach finalization of all reasonably necessary documents the Corps needs to undertake the Project and work collaboratively with the City to attempt to successfully secure the Project.
9. Among other things, VFDA would sign necessary documents with the City and Tatitlek to obtain the Project, and contribute such funds it can to secure the Project because it is in VFDA's interests as the primary originator of the Project with the Corps and because VFDA is keenly interested in insuring the success of the Project as set out in the Corps' October 2021 Robe Lake Ecosystem Restoration Section 206 Project Fact Sheet to improve, among other things, the Robe Lake salmon habitat and ecosystem.

10. At the time of this Agreement, VFDA has agreed to commit \$91,250.00 toward obtaining the Project, which is 25.0% of the non-federal portion of the Project's FCSA, the City will pay any remainder amount to secure the Project, and the City and VFDA will work together to obtain the funds necessary to complete the Project and a cost waiver from the Corps, which is available for the Project because Tatitlek is a federally recognized tribe and will be involved in the Project.

11. VFDA and the City will work and collaborate closely and cooperatively on such things as Project management, financing, design, implementation and timing of activities associated with the Project, and any other decision processes in order to ensure, among other things, that the Project does not create unnecessary negative impacts and to ensure that the design, implementation, management, and staffing of the Project is carried out and implemented as effectively as possible.

12. The City and VFDA understand that additional documents may have to be drafted and signed in order to successfully obtain and implement the Project and they agree to work closely together to finalize and execute those documents in a timely, good faith manner.

13. The City and VFDA may amend this Agreement as necessary.

CITY OF VALDEZ

By: Sharon Scheidt
Its: Mayor

Dated: _____

VALDEZ FISHERIES DEVELOPMENT ASSOCIATION, INC.

By: Michael H. Wells
Its: Executive Director

Dated: _____



Legislation Text

File #: RES 22-0020, **Version:** 1

ITEM TITLE:

#22-20 - Amending the 2022 City Budget by Accepting Unbudgeted Revenues of \$91,250 from Valdez Fisheries Development Association, Inc. for the Robe Lake Habitat Restoration Feasibility Study; by Authorizing New Appropriations for Same and by Transferring \$393,250 from Project Contingency for Robe Lake Habitat Restoration Feasibility Study

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: \$484,500

Unencumbered Balance: \$484,500

Funding Source: New/additional revenues of \$91,250, transfers from existing appropriations of \$393,500.

RECOMMENDATION:

Approve.

SUMMARY STATEMENT:

The Resolution creates funding authority for Robe Lake Habitation Restoration Feasibility Study.

CITY OF VALDEZ, ALASKA

RESOLUTION #22-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2022 CITY BUDGET BY ACCEPTING UNBUDGETED REVENUES OF \$91,250 FROM VALDEZ FISHERIES DEVELOPMENT ASSOCIATION FOR THE ROBE LAKE HABITAT RESTORATION FEASIBILITY STUDY; BY AUTHORIZING NEW APPROPRIATIONS FOR SAME AND BY TRANSFERRING \$393,250 FROM PROJECT CONTINGENCY FOR ROBE LAKE HABITAT RESTORATION FEASIBILITY STUDY

WHEREAS, the City Council has approved Resolution #22-19 supporting the Robe Lake Habitat Restoration feasibility study; and

WHEREAS, the City Maintains dedicated Contingency funds; and

WHEREAS, budget amendments must be formally appropriated via Budget Amendment Resolution.

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

Section 1: Capital Fund Reimbursement of Expenditures 310.0000.39520 is increased by \$91,250.

Section 2: Capital Fund Project Contingency is reduced by \$393,250.

Section 3: Capital Fund Robe Lake Habitat Restoration Feasibility Study 310.5450.58000 is increased by \$484,500.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 5th day of April, 2022.

City of Valdez, Alaska

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 22-0159, **Version:** 1

ITEM TITLE:

Procurement Report: Professional Services Agreement with Orion Construction, Inc. for East Hanagita Roadway and Utility Improvements - CM/GC

SUBMITTED BY: Brad Sontag, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$7,450

Unencumbered Balance: \$1,000,000

Funding Source: 310-1400-58000

RECOMMENDATION:

Receive and File

SUMMARY STATEMENT:

A request for qualifications was advertised for a total of 2 weeks. Orion Construction was the only firm to submit a proposal and was selected after a review of their proposal.

A selection criteria of this CM/GC project was to work cohesively with the contractor for the Senior Village Housing project and Orion is the contractor for that project. This was a major reason for selecting them as the CM/GC contractor on the East Hanagita project.

Orion Contruction, Inc. will provide all construction management and support services necessary to provide the City of Valdez with:

Constructability reviews, cost estimating, scheduling, design review and other relevant preconstruction services to assist the design team and owner.

The scope of work is more specifically described in the attached proposal dated March 11, 2022.

An actual cost for the construction services with be determined at a later date before construction begins on East Hanagita and that contract will also need to be approved by Council. The expected value of the project is \$1-1.3MM.

7,450



3038 N. Caribou Street
Wasilla, Alaska 99654
907-631-3550

CONSTRUCTION MANAGER / GENERAL
CONTRACTOR
EAST HANAGITA ROADWAY AND
UTILITIES

FEE PROPOSAL



City of Valdez

PO Box 307

Valdez, AK 99686

Wendy Robertson

wrobertston@valdezak.gov

Brad Sontag

Project Manager

bsontag@valdezak.gov





**Construction Manager/General Contractor
East Hanagita Roadway and Utilities**



4. Fee Schedule

Orion Construction Inc. has a vested interest in providing Construction Manager/ General Contractor Services on this project as it will closely integrate with our Valdez Senior Housing project. We have intentionally kept our CM/GC fees at a direct cost basis as we'll realize cost savings of efficiencies on the Senior Village Housing if we are in control of both project schedules and phasing plans.

Fee Schedule:

Item of Work :	Design Project Management Fees
Curent Design Schematic Review	\$2,000
Deliverables: Suggested products, project schedule, phasing plan, constructability comments.	
Site Visit :	\$2,950
65% Design Package Review :	\$1,500
Deliverables : Suggest products, phasing plan, projet schedule, bid packages, cost estimate	
95% Design Package Review :	\$1,500
Deliverables : Suggested products, phasing plan, project schedule, cost estimate with open book.	
100% Design Package Review	\$1,000
Deliverables : GMB Cost Estimate, Project Schedule, Phasing Plan , Contract Documents	
Total :	\$7,450



City of Valdez
Agreement for Professional Services

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Orion Construction, Inc. (“Consultant”) is effective on the _____ day of March, 2022.

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

Project: East Hanagita Roadway and Utility Improvements - CM/GC
Project No: 21-310-9165
Contract No.: 1905
Cost Code: 310-1400-58000

Consultant’s project manager under this agreement is Patrick Merow.

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

City’s project manager is Brad Sontag.

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 180 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	\$2,000,000

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

ARTICLE 6. Appendices

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

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

Agreement for Professional Services
Project: East Hanagita Roadway and
Utility Improvements – CM/GC
Project No. 21-310-9165
Contract No. 1905
Cost Code: 310-1400-58000



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

ORION CONSTRUCTION, INC.

**CITY OF VALDEZ, ALASKA
APPROVED:**

Authorized Signature

Mark Detter, City Manager

Printed name

Date:

Date:

ATTEST:

Title:

FEDERAL ID #:

Sheri L. Pierce, MMC, City Clerk

Date:

Mailing Address

RECOMMENDED:

City, State, Zip Code

Nathan Duval, Capital Facilities Director

Date:

Signature of Company Secretary or Attest

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

Date:

Jon S. Wakeland

Date:

**Agreement for Professional Services
Project: East Hanagita Roadway and
Utility Improvements – CM/GC
Project No. 21-310-9165
Contract No. 1905
Cost Code: 310-1400-58000**



Appendix A Scope of Work

BASIC SERVICES

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

Scope includes but is not limited to providing constructability, cost estimating, scheduling, design review and other relevant preconstruction services to assist the design team and owner.

The scope of work is more specifically described in the attached proposal dated March 11, 2022 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 \$7,450.00 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).



3038 N. Caribou Street
Wasilla, Alaska 99654
907-631-3550

CONSTRUCTION MANAGER / GENERAL
CONTRACTOR
EAST HANAGITA ROADWAY AND
UTILITIES

FEE PROPOSAL



City of Valdez

PO Box 307

Valdez, AK 99686

Wendy Robertson

wrobertston@valdezak.gov

Brad Sontag

Project Manager

bsontag@valdezak.gov





**Construction Manager/General Contractor
East Hanagita Roadway and Utilities**



4. Fee Schedule

Orion Construction Inc. has a vested interest in providing Construction Manager/ General Contractor Services on this project as it will closely integrate with our Valdez Senior Housing project. We have intentionally kept our CM/GC fees at a direct cost basis as we'll realize cost savings of efficiencies on the Senior Village Housing if we are in control of both project schedules and phasing plans.

Fee Schedule:

Item of Work :	Design Project Management Fees
Curent Design Schematic Review	\$2,000
Deliverables: Suggested products, project schedule, phasing plan, constructability comments.	
Site Visit :	\$2,950
65% Design Package Review :	\$1,500
Deliverables : Suggest products, phasing plan, projet schedule, bid packages, cost estimate	
95% Design Package Review :	\$1,500
Deliverables : Suggested products, phasing plan, project schedule, cost estimate with open book.	
100% Design Package Review	\$1,000
Deliverables : GMB Cost Estimate, Project Schedule, Phasing Plan , Contract Documents	
Total :	\$7,450



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.

XIII. Subconsultants, Successors and Assigns:

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

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

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

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

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

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

XIV. Claims and Disputes:

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

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



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

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

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



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

XV. Extent of Agreement:

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

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

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

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

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

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

XVI. Governing Laws:

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

XVII. Minimum Wages:

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

Agreement for Professional Services
Project: East Hanagita Roadway and
Utility Improvements – CM/GC
Project No. 21-310-9165
Contract No. 1905
Cost Code: 310-1400-58000



City of Valdez
Contract Release Page 1 of 2

The undersigned, _____ for itself, its owners, partners, successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, as set forth herein related to or arising out of the following described contract ("Contract"):

Project: East Hanagita Roadway and Utility Improvements - CM/GC
Project Number: 21-310-9165 / Contract Number: 1905

The undersigned hereby acknowledges receipt of the amount of \$ _____ as full and final payment in consideration for all services, materials and labors rendered in connection with the Contract.

The undersigned hereby waives and releases any right or claim of lien, any state or federal statutory bond right, any private bond right, any claim for payment under the Contract, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for itself, its owners, directors, officers, its successors in interest, assigns, agents, attorneys, trustees, administrators, subcontractors, suppliers, and laborers.

The undersigned certifies that no amounts payable under the Contract have been assigned to anyone.

The undersigned agrees that this Release is not executed as a result of financial disadvantage. No promise or inducement has been offered or made except as set forth in the above Contract. Accordingly, the undersigned voluntarily waives any and all rights to void this Release or any of its provisions, due to economic or business distress and/or compulsion. The undersigned represents that it is familiar with and has had the opportunity for its attorneys to explain the meaning of decisions of the Alaska Supreme Court applicable to this Release including, but not limited to, *Petroleum Sales, Ltd. v. Mapco of Alaska, Inc.*, 687 P.2d 923 (Alaska 1984); *Totem Marine T. & B. v. Alyeska Pipeline, et. al.*, 584 P.2d 15 (Alaska 1978); and *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978).

The undersigned hereby declares that the terms of this Release have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all payment claims, disputed or otherwise, arising under or by virtue of the Contract. The undersigned represents and warrants that it has the full and complete legal authority to enter into this Release, that the individuals executing this Release have the legal authority to do so, and that this Release shall be binding and enforceable upon it and its representatives, successors, and assigns, in accordance with its terms upon execution. The signature of the undersigned is an acknowledgement that the person signing has the authority to bind the party to this Release.



Legislation Text

File #: 22-0160, **Version:** 1

ITEM TITLE:

Report: Management of Mineral Creek Trails on State of Alaska Lands

SUBMITTED BY: Paul Nylund - Senior Planner/GIS Technician

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

In January 2022, the State of Alaska Department of Natural Resources (DNR) South Central Regional Land Office (SCRO) contacted the City of Valdez Planning Department regarding a complaint from a member of the public about motorized access of the Mineral Creek Trails during an event.

Several of these trails exist on DNR administered lands. DNR did not have any record of authorizing the restriction of motorized access on these lands. The Planning Department provided the DNR with a letter of non-objection from the DNR dated October 29, 2002, in response to the request from the City of Valdez to restrict motorized access on these trails and the land immediately surrounding them. Following the receipt of this letter from the DNR, the City of Valdez passed Ordinance NO. 02-21, which codified the separation of motorized and non-motorized on these trails.

During recent discussions, DNR has expressed concerned "that the letter from 2002 may not be sufficient to authorize continued restriction over the 80 acres of state land surrounding the Mineral Creek Trails, as this action was not subject to a full public process at the time", and that "in the long term, it is SCRO's position that a public process is necessary to authorize any use restrictions over general state land."

In order to continue to manage these trails in a manner that is consistent with Ordinance NO. 02-21, the DNR is advising the City of Valdez to enter a Cooperative Resource Management Agreement (CRMA) with the state. A CRMA would undergo the same public process as any other agreement with DMLW and would serialize the resulting administrative action so that the public has the opportunity to review the decision/casefile and view the boundaries of any authorization granted.

In order to enter into this agreement with the state, the City of Valdez has been advised to fill out an

application to lease the land in question, which will begin the public notice process and lead to the CRMA being established. This cooperative agreement between the City of Valdez and DNR would allow the Parks and Recreation Department to continue to manage the portions of the Mineral Creek Trail system on state land. The Planning Department will initiate the application process and report back to Council after DNR responds. Should the lease application be approved by the state, an agreement will be brought to Council for City of Valdez approval.



Legislation Text

File #: 22-0161, **Version:** 1

ITEM TITLE:

City Manager's Report 4-5-2022

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 past three weeks my main activities have consisted of the following:

Attended Permanent Fund Meeting March 17th, 2022.

Worked on filling Director of Communications position. Ana Hinkle accepted position and attended Director's Retreat. Also, have been engaged in interviews for Finance Director's position.

Upcoming Issues.

SEWER FORCE MAIN- \$35 Million Dollar Bond question will appear on May 3rd ballot. An informational literature piece on the Ballot measure will be sent out by Clerk's in April based on information provided by Capital Projects department.

SENIOR HOUSING PROJECT-Staff would like to have work session on topic prior to April 19th meeting.

DIRECTOR'S RETREAT-On March 28th Director's Retreat was facilitated by Karen Kirk. Emphasis was placed on implementation of high priorities in Comprehensive Plan.

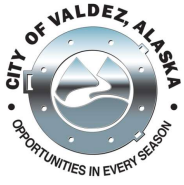
COMPREHENSIVE FIRE SERVICE ASSESSMENT-We would like to schedule times in next few weeks for Council Members to meet with consultants to discuss Comprehensive Fire Service Assessment.

COUNCIL STRATEGIC PLANNING RETREAT-Suggested date is July 23rd.

GRANT SYMPOSIUM-On April 11-12th a Grant Symposium will be held in Anchorage on the Bi-Partisan Infrastructure Bill. The Mayor, Assistant City Manager, Interim Finance Director and myself

will be attending.

PRSC DIRECTOR POSITION-With Resignation of PRSC Director Nicholas Farline, City is beginning search process for new Director ASAP.

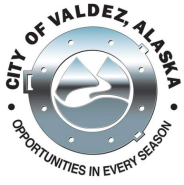


City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 22-0162, Version: 1



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 22-0163, Version: 1
