



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Meeting Agenda

### City Council

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Tuesday, April 4, 2023

7:00 PM

Council Chambers

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#### Regular Meeting

#### MUSEUM CORPORATION AGENDA - 6:00 pm

##### CORPORATIONS

1. [Approval of Amendment to Article IX \(b\) Articles of Incorporation of the Valdez Museum and Historical Archive Inc.](#)
2. [Approval of Amendments to the Bylaws of the Valdez Museum and Historical Archive, Inc.](#)
3. [Appointment to Valdez Museum & Historical Archive Board of Directors, Applicant: Jim Shirrell. Postponed on 3/21/23.](#)
4. [Appointment to Valdez Museum & Historical Archive Board of Directors, Applicant: Karen Allred](#)

#### REGULAR AGENDA - 7:00 PM

##### I. CALL TO ORDER

##### II. PLEDGE OF ALLEGIANCE

##### III. ROLL CALL

##### IV. APPROVAL OF MINUTES

1. [Approval of City Council Minutes from March 21, 2023](#)

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

##### VI. CONSENT AGENDA

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

3. [Acceptance of Late File Application for 2023 Senior Citizen's Property Tax Exemption - Dee Hodges](#)

## VII. NEW BUSINESS

1. [Discussion Item: Valdez Medical Clinic](#)
2. [Approval to Purchase a 2023 CAT 906 Compact Loader from NC Machinery, to Include Freight, in the Amount of \\$148,141.00](#)
3. [Approval to Purchase a 2023 CAT 966 Loader from NC Machinery in the Amount of \\$426,075.00](#)
4. [Approval to Purchase a 2024 Peterbilt 520 Chassis with a Labrie Starlight 40 Cubic Yard Front-Load Refuse Body and Accessories in the Amount of \\$385,746.00](#)
5. [Approval to Purchase a 2024 Peterbilt 567 Truck with a Stellar Hook Lift and Accessories in the Amount of \\$275,138.76](#)
6. [Approval to Purchase a 2023 CAT 966 Loader from NC Machinery in the Amount of \\$417,353.00](#)
7. [Approval of Contract Amendment #4 with PND Engineers, Inc. for the H-K Major Reconstruction Project in the Amount of \\$360,308.00](#)
8. [Approval of the 2023 Renewal of the Certificate of Public Convenience and Necessity for Valdez Yellow Cab](#)
9. [Approval of Cooperative Resource Management Agreement for the Mineral Creek Trails on State \(DNR\) Land - ADL 234033](#)

## VIII. ORDINANCES

1. [#23-03 - Amending Chapter 3.12 of the Valdez Municipal Code by Creating Section 3.12.055 to Provide for Tax Adjustments on Property Affected by a Disaster. First Reading for Public Hearing.](#)

## IX. RESOLUTIONS

1. [#23-14 - Authorizing Matching Grant Funds in the Amount of \\$200,000 in Partnership with Alaska Department Of Transportation for Community Transportation Program "CTP" Grant](#)
2. [#23-15 - Authorizing Matching Funds in the Amount of \\$235,000 in Partnership with the Alaska Department of Transportation for the Transportation Alternatives Program Grant Application](#)
4. [#23-16 - Authorizing Submission of Denali Commission Matching Grant Application for the Public Safety Radio Infrastructure Upgrades Project](#)

3. [#23-17 - Authorizing Submission of a Community INNOVATION Grant Application to Thread to Assist with Community Child Care Planning and Capacity Building Efforts](#)
5. [#23-18 - Establishing a Residential Surcharge for Residential Vessels in the Valdez Boat Harbor and Repealing Resolution #00-60 Formerly Establishing Residential Surcharge Fees](#)
6. [#23-19 - Naming Rates & Fees for Use of Facilities in the Valdez Harbors and Repealing Resolution No. 21-53 Naming Such Rates & Fees](#)
7. [#23-20- Appointing the Judges and Clerks for the Regular Municipal Election to be Held on May 2, 2023 and Setting the Hourly Rate of Compensation](#)

#### X. REPORTS

1. [Verbal Presentation: Finance Department](#)

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

##### 1. City Manager Report

1. [City Manager's Report April 4, 2023](#)

##### 2. City Clerk Report

##### 3. City Attorney Report

##### 4. City Mayor Report

#### XII. COUNCIL BUSINESS FROM THE FLOOR

#### XIII. ADJOURNMENT

#### XIV. APPENDIX

1. [City Council Calendar - April 2023](#)



## Legislation Text

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**File #:** 23-0141, **Version:** 1

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**ITEM TITLE:**

Approval of Amendment to Article IX (b) Articles of Incorporation of the Valdez Museum and Historical Archive Inc.

**SUBMITTED BY:** Elise Sorum-Birk, Deputy City Clerk

**FISCAL NOTES:**

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

**RECOMMENDATION:**

n/a

**SUMMARY STATEMENT:**

Article IX(b) states "The Board of Directors shall consist of eleven (11) persons" the proposed amendment to this section would read "The Board of Directors shall consist of nine (9) persons" instead to align with proposed bylaw changes.

Under Article X of the VMHA Articles of Incorporation Membership of the Museum Corporation may amend the Articles of Incorporation with an affirmative vote of 4 members.

After approval the City Clerk's office will file the amendment paperwork with the State of Alaska Division of Corporations, Business and Professional Licensing.



Filed for Record  
State of Alaska

DEC 20 1995

## ARTICLES OF INCORPORATION

### OF THE

Department of Commerce  
and Economic Development

## VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

### ARTICLE I CORPORATION NAME

The name of this corporation is: **THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.**

### ARTICLE II DURATION

The duration and existence of this corporation shall be perpetual.

### ARTICLE III PURPOSE

The objects and purposes for which this corporation is formed is as follows:

(A) To own, build, erect, construct, lease, maintain, manage and operate museums, archives, historic homes and sites or related facilities, or all of them, within the City of Valdez, Alaska, for the collection, preservation and interpretation of Valdez area history for purposes of heritage preservation, public education and economic development; to be carried on and the objectives thereof not for profit, but rather exclusively for charitable, scientific and educational purposes within the meaning of the Alaska Nonprofit Corporation Act and of Section 501(c)(3) of the Internal Revenue Code of 1954, as now in force or as may hereafter be amended;

(B) To carry on educational activities related to the interpreting of local and regional history or to the promotion of historical awareness and to carry on historical research related to the history of Valdez and surrounding regions;

(C) To do and engage in all lawful activities that are in furtherance of one or more of the general purposes of this corporation;

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**Articles of Incorporation: Valdez Museum & Historical Archive Association, Inc.**

(D) To have and exercise the general powers specified in A.S. 10.20.011, as now in force or as may hereafter be amended.

The objects and purposes of this corporation shall be construed also as powers, and the matters expressed in each of the foregoing clauses shall, unless otherwise expressly provided, be and no wise limited by reference to or inference from the terms of any other clause, but shall be regarded as independent objects, purposes and powers; and the enumeration of specific objects, purposes and powers shall not be construed to limit or restrict in any manner the meaning of general terms or the general powers of the corporation; nor the expression of one thing be deemed to exclude another not expressed, although it be of like nature.

**ARTICLE IV  
REGULATION OF AFFAIRS**

The following additional provisions are inserted for the regulation of the affairs of the corporation.

(a) No substantial part of the activities of the corporation shall consist of attempting to influence legislation by propaganda or otherwise or directly or indirectly participating in or intervening in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

(b) Upon dissolution of the corporation, its remaining assets, if any, shall be distributed (1) to an Alaskan charity recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code, as now in force or afterward amended, or (2) to a local Alaska government for public purposes.

(c) The corporation shall not engage in any of the prohibited transactions described in Section 503(b) of the Internal Revenue Code or of the Alaska Nonprofit Corporation Act, as now in force or as may hereafter be amended.

**Articles of Incorporation: Valdez Museum & Historical Archive Association, Inc.**

(d) The corporation shall not be operated for the primary purposes of carrying on a trade or business as defined in Section 502 or as unrelated trade or business as defined in Section 513 of the Internal Revenue Code, as now in force or as may hereafter be amended.

(e) No part of the net earnings of the corporation shall inure to the benefit of any private individual or member within the meaning of Section 501(c)(3) of the Internal Revenue Code as now in force or as may hereafter be amended.

(f) No compensation shall be paid to any member, officer, director, trustee, creator or organizer of the corporation or substantial contributor to it, except as to reasonable allowance for services actually rendered to or for the corporation.

(g) No loans shall be made by the corporation to any of its members, directors or officers.

(h) The corporation is organized to serve public interests. Accordingly, it shall not be operated for the benefit of private interests, such as contributors to or members of the corporation, or persons controlled directly or indirectly by such private interests.

**ARTICLE V  
MEMBERSHIP**

The members of this Corporation shall be incumbent members of the Valdez City Council and will retain their positions as Members in the Corporation until their successors on the Valdez City Council take office. The City Manager and the Chairman of the Board of Directors of the Museum Corporation will serve as non-voting *ex officio* Members and will retain their positions until his/her successors are appointed.

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Articles of Incorporation: Valdez Museum & Historical Archive Association, Inc.

# ARTICLE VI INITIAL MEMBERS

The number of Members of this Corporation is seven (7) and the names and addresses of the persons who are to serve as the initial Members are:

**JOHN HARRIS**  
P O BOX 307  
VALDEZ AK 99686

**DAVE COBB**  
P O BOX 307  
VALDEZ, AK 99686

**LYNN CHRYSTAL**  
P O BOX 307  
VALDEZ AK 99686

**LELAND OLKJER**  
P O BOX 307  
VALDEZ AK 99686

**TIM PLUMMER**  
P O BOX 307  
VALDEZ AK 99686

**BRIAN JOHNSON**  
P O BOX 307  
VALDEZ AK 99686

**RYAN SONTAG**  
P O BOX 307  
VALDEZ, AK 99686

**CITY MANAGER** [*ex officio member*]  
P O BOX 307  
VALDEZ, AK 99686

**CHAIRMAN, Board of Directors** [*ex officio member*]  
**Valdez Museum & Historical Archive Association**  
P O BOX 307  
VALDEZ, AK 99686

ARTICLE VII  
INCORPORATION

The names and addresses of the initial directors and incorporators are:

<u>NAME</u>	<u>ADDRESS</u>
John L. Harris.....	P.O. Box 307, Valdez, AK 99686
Phil Hubbard.....	P. O. Box 307 Valdez, AK 99686
Richard Dunkin.....	P. O. Box 307, Valdez, AK 99686

ARTICLE VIII  
OFFICE & AGENT

The initial registered agent of the Corporation is M. Joseph Leahy and the address of the initial registered office is 217 Egan Drive, P.O. Box 8, Valdez, Alaska 99686-0008.

ARTICLE IX  
BOARD OF DIRECTORS

(a) The Members shall meet within forty (40) days of the date of incorporation to elect a secretary, adopt by-laws, appoint the Initial Board of Directors and set the date of the first regular meeting of the Board of Directors. The Secretary of the Members shall record and certify the actions of the Members. The corporation shall be under the management and control of a Board of Directors.

(b) The Board of Directors shall consist of eleven (11) persons appointed by the Members of the Corporation; their terms shall be staggered as defined in the By-Laws of the Corporation.

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**Articles of Incorporation: Valdez Museum & Historical Archive Association, Inc.**

(c) The Executive Director of the Valdez Museum and Historical Archive shall be a non-voting *ex-officio* member of the Board of Directors.

(d) In selecting Directors, the Members shall seek to appoint persons who provide reasonable representation of the various historical, cultural, educational and economic interests of the community and who bring knowledge and skills to the board that will assist in the operations of the museum and historical archive programs.

(e) No person may be selected as a Director who is an employee of the facilities under this board's jurisdiction or an employee of any management contractor of the Board of Directors.

(f) The first meeting of the Board of Directors shall take place within 90 days of incorporation. The bylaws shall establish the date of the regular annual meeting of the Members of the Corporation.

**ARTICLE X  
AMENDMENTS**

(a) Amendments to the Articles of Incorporation shall require the affirmative vote of at least four of the Members of the Corporation.

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**Articles of Incorporation: Valdez Museum & Historical Archive Association, Inc.**

**ARTICLE XI  
BOARD MEETINGS**

Meetings of the Board of Directors and its Committees shall be open to the public unless the subject matter under discussion or consideration involves confidential or personal information about a donor or Board Member or involves claims, litigation or confidential legal communication of any type involving the Museum or the Museum Corporation.

**ARTICLE XII  
DISSOLUTION**

(a) The Corporation may be dissolved in the manner set forth in the bylaws.

(b) Upon the vote of dissolution, the assets of the Corporation shall be distributed in accordance with the provisions of AS 10.20.295, and with a Plan of Distribution, where such a plan is not inconsistent with State law. The Plan of Distribution shall be approved by an affirmative vote of at least five (5) of the Members eligible to vote.

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Articles of Incorporation: Valdez Museum & Historical Archive Association, Inc.

DATED THIS 11th day of December, 1995.

BY:

John L. Harris [Signature]

Phil Hubbard [Signature]

Richard Dunkin [Signature]

INCORPORATORS OF  
THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE  
ASSOCIATION

STATE OF ALASKA )

) ss.

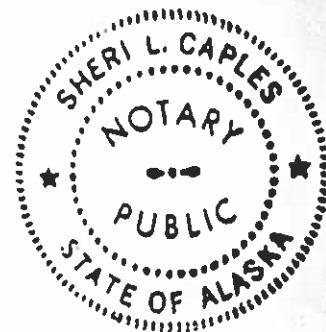
THIRD JUDICIAL DISTRICT )

Before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, this day personally appeared John L. Harris, Phil Hubbard and Richard Dunkin, known to me and known to me to be the original incorporators of **THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION**, and they acknowledged to me that they executed the foregoing, in duplicate, by virtue of authority granted in the bylaws or by resolution of the Members.

Sheri L. Caples [Signature]

Notary Public in and for Alaska

My Commission Expires 7-9-97







## Legislation Text

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**File #:** 23-0142, **Version:** 1

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**ITEM TITLE:**

Approval of Amendments to the Bylaws of the Valdez Museum and Historical Archive, Inc.

**SUBMITTED BY:** Elise Sorum-Birk, Deputy Clerk

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

VHMA Board of Directors recommends approval of proposed changes.

**SUMMARY STATEMENT:**

The Valdez Museum and Historical Archive (VMHA) Board of Directors created a subcommittee to review and suggest amendments to the bylaws of the Valdez Museum and Historical Archive Association, Inc. (Museum Corporation). This subcommittee did a careful review of the bylaws and worked closely with the City of Valdez's legal counsel and the Clerk's Department in drafting the proposed changes.

The proposed changes add a Code of Ethics mirroring the language found in VMC 2.24 on the topic, clarify language around remote attendance and alter the board of directors' composition by reducing the size from 11 to 9 members.

The VMHA Board of Directors reviewed these changes at their March 2023 Meeting and have forward their recommendation to the Museum Corporation membership for consideration.

It is the purview of the Museum Corporation (City Council acting in their capacity as Corporate Members) to approve any changes to VMHA bylaws.

The proposed changes to the number of members on the board of directors also requires an amendment to the corporation's Articles of Incorporation.

# BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

## *Article I*

### **NAME**

Sec. 1 Name: The official name shall be the Valdez Museum and Historical Archive Association, Incorporated [hereinafter called “the Museum Corporation”].

## *Article II*

### **OFFICES**

The Principal office of the Museum Corporation in the State of Alaska shall be located in Valdez, Third Judicial District, State of Alaska.

The Museum Corporation shall have and continuously maintain in the State of Alaska registered office, and a registered agent whose office is identical with such registered office, as required by the Alaska Non-Profit Corporation Act. The registered office may be, but need not be; identical with the principal office in the State of Alaska, and the address of the registered office may be changed from time to time by the Board of Directors hereinafter “Board”.

## *Article III*

### **PURPOSE**

The purpose of the Corporation shall be as set out in the Articles of Incorporation.

## *Article IV*

### **SEAL**

The Museum Corporation shall have a seal.

## *Article V*

### **MEMBERSHIP**

Sec. 1 Members: Membership in the Museum Corporation is limited to those persons holding office on the City Council of the City of Valdez, Alaska. A Member shall retain membership until his/her successor takes office on the City Council.

Sec. 2 Voting: Each Member may vote on any issue brought before the Members in person, but not by proxy.

# BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

## *Article VI*

### MEMBERSHIP MEETINGS

Sec. 1 Annual Meetings: The annual meeting of the Members shall be held during the month of October of each year. At such meetings, the Members shall receive reports from the Board of Directors and transact such other business which shall come before the meeting; the place for all meetings will be the City Council chambers unless noticed otherwise. Notice in writing to all Members of the date, time and place of each meeting. This notice shall be given not less than thirty days in advance of the date of the meeting.

Sec. 2 Special Meetings/Notice: Special meetings of the Members may be called by written request to the President of the Members by at least two or more of the Members. A minimum of 24 hours written notice to the Members and the public shall be given prior to convening of special meetings of the members.

Notice to all Members which shall include a copy of the agenda for the special meeting. The Members shall not conduct any business at the special meeting unless it appears in the agenda accompanying the notice.

Sec. 3 Quorum: A quorum for the transaction of business of any meeting of the Members shall consist of four of the voting membership. Once established, a quorum is valid for the remainder of the meeting so long as at least four voting Members are present.

Sec. 4 Executive Sessions: The Members may adjourn any meeting into an Executive session by a majority vote of the quorum present for purposes of discussion as provided in Alaska Statute 44.62.310 and as hereafter amended. The agenda shall state the qualifications of item to be discussed in the Executive Session. Notice of a vote to adjourn to Executive Session must be posted at least 24 hours prior to the start of the meeting. No formal action may be taken in Executive Session.

Sec. 5 Voting: A vote by a majority of the votes entitled to be cast on a matter to be voted upon by the Members present at a meeting at which a quorum has been established is an action by the membership.

Approval of four Members is required for:

1. Removal of a member of the Board of Directors

Approval of six Members is required for:

1. Amendment of the Articles of incorporation or Bylaws
2. Merger or consolidation
3. Sale or other disposal of substantially all of the assets of the Corporation
4. A decision to expend endowment principal; this action also requires unanimous affirmative vote of the Museum Corporation Board of Directors
5. Dissolution of the Museum Corporation

Each Member shall have one vote; cumulative voting is not permitted.

# BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

## Article VII

### PROHIBITED ACTIVITIES

The Corporation is a non-profit corporation under the laws of the State of Alaska and under Section 501(c)(3) of the Internal Revenue Code. No Member shall take any action which would jeopardize or in anyway defeat the Organization's status as a non-profit corporation.

## Article VIII

### BOARD OF DIRECTORS

Sec. 1 General Powers: The affairs of the Museum Corporation shall be managed by a Board of Directors, [hereinafter referred to as "the Directors"]. The Directors shall have authority over the operation and administration of the Museum Corporation and will adopt those policies it deems necessary to ensure the Valdez Museum and Historical Archive [hereinafter referred to as "the Museum"] is operated in a professional manner. The directors may employ an Executive Director as it deems necessary to administer and operate the Museum.

Sec. 2 Number, Tenure and Election: The number of voting Directors shall be ~~nine~~ eleven, appointed at large by the Members of the Corporation. One Director may be nominated by the Valdez Native Tribe, Inc. and reported in writing to the Members of the Corporation. All appointments to the Board of Directors will be for three years unless such appointment is to fill a vacant position. In this latter event, the person appointed shall complete the remaining term of the director vacating the position.<sup>2</sup>

Sec. 3 Vacancies: Any vacancy occurring in the Board of Directors shall be filled by the Members of the Museum Corporation; the appointed Director will serve the balance of the unexpired term of such vacant office.

Sec. 4 Replacement: ~~A Director may be removed by an affirmative vote of the majority of the Corporate Membership. The following are reasons for dismissal or replacement.~~

1. ~~A Director who, without due cause, fails to attend three consecutive regular or special meetings of the Board of Directors may be removed by an affirmative vote by the majority of the quorum present at a regular or special meeting. The motion to declare a Director position vacant shall include a recommendation to fill the vacancy as outlined in Section 3 above.~~
2. A Director who is unable to perform the duties of the position due to health reasons.
3. Violation of the terms of these By-Laws, including Article XIV "Museum Code of Ethics" or other Board policies.

Sec. 5 Meetings: The Board of Directors shall set meetings at a time and place to be fixed by the board. Notice of each regular meeting shall be given by the Secretary in writing to all Board members. Notice shall be given not less than ~~ten~~ three nor more than thirty days in advance of the meeting date. No business of the organization shall be conducted unless it appears in the agenda attached to the notice of the meeting. An emergency

Sec. 6 Meetings to be Public: In accordance with the Alaska State Open Meetings Act, all meetings of the Board of Directors except those qualified as Executive Session shall be open to the public. The journal of proceedings (minutes) shall be open to public inspection.

## BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

*Sec. 7 Quorum:* A quorum for the transaction of business of any meeting of the Board of Directors shall consist of ~~six~~ five of the voting membership. ~~Once established, A quorum~~ must be present at all times to conduct official business. ~~is valid for the remainder of the meeting so long as at least six voting Members are present.~~

*Sec. 8 Attendance:* Notwithstanding anything elsewhere contained in these By-Laws and to the extent permitted by applicable law, any one or more Directors may participate in a meeting by Teleconferencing. Participation by such means shall constitute presence in person at a meeting of the Directors.

1. Any Director(s) not able to attend a particular meeting must notify their Executive Director as far in advance as possible.
2. A Director(s) may participate via telephone or virtual platform in a Board or Committee meeting, if the Director declares that circumstances prevent physical attendance at the meeting. If the President or Chairperson chooses to participate via telephone or virtual platform, the Vice ~~President~~ Chair or other Director ~~member~~ physically present shall preside.
3. The Director(s) shall notify the Executive Director, if reasonable, at least twenty- four hours in advance of a meeting which the Director(s) proposes to attend by telephone or virtual platform and shall provide the physical address of the location, the telephone number, and any available facsimile, email, or other document transmission service.
4. At the meeting, the Staff Liaison shall ~~establish~~ verify all remote connections prior to call to order. ~~the telephone connection when the call to order is imminent.~~
5. A Director(s) participating by telephone or virtual platform shall be counted as present for purposes of discussion, and voting.
6. Director(s) ~~The member~~ participating by telephone or virtual platform shall make every effort to participate in the entire meeting. From time to time during the meeting the Chair shall confirm the connection.
7. ~~The~~ Director(s) participating by telephone or virtual platform may ask to be recognized by the Chair to the same extent as any other Director.
8. To the extent reasonably practical, the Staff Liaison shall provide backup materials to Director(s) members participating remotely. ~~by telephone.~~
9. If the telephone or virtual platform connection cannot be made or is made then lost, the meeting shall commence or continue as scheduled and the Staff Liaison shall attempt to establish or restore the connection.
10. Meeting times shall be expressed in Alaska Time regardless of the time at the location of any ~~member~~ Director participating by telephone or virtual platform.
11. Participation by telephone or virtual platform shall be allowed for regular, special, work sessions and sub-committee meetings of the Committee.
12. Remarks by Directors participating by telephone or virtual platform shall be transmitted so as to be audible by all Directors and the public in attendance at the meeting.
13. All votes shall be taken by audible roll call vote.
14. As used in these rules, "telephone" or "virtual platform" means any system for synchronous two-way voice communication. "Chairperson" includes the Acting Chair or any other

# BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

Director serving as the chair of the meeting.

15. A quorum (majority of the Directors) must be present at all times during a meeting or worksession of the committee

## Article IX

### OFFICERS

Sec. 1 Officers: The officers of the Museum Corporation Board of Directors shall be a President, a Vice President, a Secretary, and a Treasurer. Officers shall be Directors of the Museum Corporation. When appointed by the Directors, an Executive Director will serve as a non-voting *ex-officio* Director of the Museum Corporation Board of Directors.

Sec. 2 Election of Officers: The officers of the Museum Corporation Board of Directors shall be elected annually by the Directors at their initial meeting following appointment by the Members; voting will take place via secret ballot from candidates nominated from the floor or submitted by a nominating committee appointed by the President of the Board of Directors.

Sec. 3 Terms of Office: All officers will serve two-year<sup>3</sup> terms. Except for Initial Directors, a person must serve at least one year as a Director to be eligible to be elected an officer. No person may serve more than two successive terms as President of the Board of Directors of the Museum Corporation.

Sec. 4 Duties of Officers: Duties of officers of the Museum Board of Directors are as follows:

1. **PRESIDENT**- the President shall be the principal officer of the Museum Board of Directors and shall in general supervise the businesses and affairs of the Museum Corporation. He/She may sign, with the Secretary or any other proper officer of the Museum Board of Directors authorized by the board, any contracts, or other instruments which the Museum Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Museum Board of Directors or by these by-laws or by statute to some other officer or agent of the Museum Board of Directors. In general, he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Museum Board of Directors.
2. **VICE PRESIDENT**- In the absence of the President or in event of his/her inability or refusal to act, the Vice President shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as may be assigned by the President or by the Museum Board of Directors.
3. **SECRETARY**- The Secretary shall insure the minutes of the Museum Board of Directors meetings be kept in one or more books provided for that purpose; oversee that all notices are duly given in accordance with the provision of the by-laws or as required by law; be custodian of the corporate records and of the seal of the Museum Board of Directors and see that the seal of the Museum Board of Directors is affixed to all legally binding documents the execution of which on behalf of the Museum Corporation under its seal is duly authorized in accordance with the provisions of the by-laws; keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member; and, in general, perform duties incident to the office of Secretary as may be assigned by the President or by the Museum Board of Directors.

# BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

4. TREASURER- The Treasurer shall oversee and be responsible for the accounting of all funds, securities, and properties of the Museum Board of Directors; and shall oversee and be responsible for an annual report for the annual meeting; and, in general, perform all the duties incident to the office of Treasurer and such other duties as may be assigned by the President or by the Museum Board of Directors.

## Article X

### COMMITTEES

Sec. 1 Standing Committees: The Standing Committees of the Museum Board of Directors will consist of a Finance Committee, a Board Development Committee, and a Collections Committee. Descriptions and duties of Standing Committees are as follows:

1. FINANCE COMMITTEE: The role of the Finance Committee is to provide financial oversight of the Valdez Museum & Historical Archive Association, Inc. Tasks include budgeting and financial planning; monitor adherence to the budget; financial reporting; and the creation and monitoring of internal controls and accountability policies.
  - a. Finance Committee will meet at least four times a year to review the status of the Museum's financial position. During the first Finance Committee Meeting, the Executive Director will provide a schedule outlining the four meetings to be conducted within the fiscal year.
  - b. The Finance Committee will include:
    - i. Board of Directors – President
    - ii. Board of Directors – Treasurer
    - iii. Executive Director
    - iv. Committee Member (2)
2. BOARD DEVELOPMENT COMMITTEE: The role of the Board Development Committee is to give attention to the composition of the Board – and the effective and appropriate involvement of all Directors to ensure continuing vitality and effective governance. Tasks include, but are not limited to:
  - a. Develop an annual recruitment plan that takes into account the expertise, perspective, judgment and resources needed in new Directors ~~board members~~. Review potential candidates and present to the Directors.
  - b. Develop Board Job Descriptions and Committee Job Descriptions that clearly state the role and expectation of the Directors.
  - c. Plan and implement an orientation program, including official briefings, printed materials and individual mentorship to make new Director's part of the Board culture
  - d. Conduct an Annual Review of the Board Manual to ensure that the supplemental materials are up to date.
  - e. Review the talents and interests of current and new Directors and recommend to the Board President, committee assignments most appropriate for their involvement.



## BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

- f. Recommend to the Board, the policies about expectations for Directors; reaching out to those whose commitment does not match expectations.
  - g. Encourage participation in special occasions which bond Directors to each other and to the organization.
  - h. The Board Development Committee will include:
    - i. Board of Directors - Committee Chairperson
    - ii. Board of Directors – (2)
    - iii. Executive Director
3. **COLLECTIONS COMMITTEE:** The Collections Committee exists in accordance with the Valdez Museum & Historical Archive's Lease Management Agreement with the City of Valdez as the stewards of the City's historical collections. The Collections Committee's role is to review and make recommendations to the VMHA Board of Directors regarding collection acquisitions, deaccessions, and collections policy revisions. The Collections Committee will meet at least four times a year. Tasks include, but are not limited to:
- a. Recommendations for deaccessions will be included in the monthly report to the Board of Directors. Upon acceptance by the Board, these recommendations will be passed on to the City Council acting as representatives of the Members of the Museum Corporation VMHA as per the museum's collections policy.
  - b. The Collections Committee will be called upon for approval of collections acquisitions exceeding the year's annual acquisitions budget. In instances where time is of the essence, a consensus may be reached and documented in the committee's report to the Board of Directors.
  - c. The Collections Committee will include, but is not limited to:
    - i. Board of Directors (Chair)
    - ii. Board of Directors – Member
    - iii. City Clerk
    - iv. Curator of Collections and Exhibitions
    - v. Curator of Education and Public Programs
    - vi. 4 Members-At-Large, one each specializing in one of the following areas: Historical Collections, Alaska Native Culture, Art Collections, and Archives

Sec. 2 Other Committees: The Directors may, by resolution, appoint other standing or *ad hoc* committees. Except as otherwise provided in such resolution, the chairpersons of such committee shall be Directors of the Museum Corporation and the President of the Directors shall appoint the chairperson thereof. Any committee-member may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Museum Corporation shall be served by such removal.

Sec. 3 Terms of Office: Each member of a Standing Committee shall be appointed at the first Directors meeting following the annual meeting of the Museum Corporation and will serve a one-year term of office. Terms of appointment to *ad hoc* committees will be defined in the Committee Description.



## BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

Sec. 4 Chairperson: One member of each committee shall be appointed Chairperson by the President or the designee authorized to appoint the members thereof.

Sec. 5 Vacancies: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Sec. 6 Quorum: Unless otherwise provided in the Committee Description, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Sec. 7 Rules: Rules for each Committee shall be outlined in the Committee Description as long as those rules are consistent with those of these by-laws.

### Article XI

## CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Sec. 1 Contracts: The Directors may authorize any officer or officers, agent or agents of the Museum Board of Directors, in addition to the officers so authorized by these by-laws, to enter into any contract, or execute and deliver any instrument in the name of and on behalf of the Museum Board of Directors, and such authority may be general or confined to specific instances.

Sec. 2 Checks, Drafts, etc.: All checks drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Museum Board of Directors shall be signed by such officer or officers, agent or agents of the Museum Corporation and in such manner as shall from time to time be determined by resolution of the Directors. In the absence of such determination by the Directors, such instruments shall be signed by the Treasurer and countersigned by the President or Vice President of the Directors.

Sec. 3 Deposits: All funds of the Museum Board of Directors shall be deposited to the credit of the Museum Corporation in such banks, trust companies or other depositories as the Directors may select.

Sec. 4 Gifts: The Directors may accept on behalf of the Museum Corporation any contribution, gift, bequest or other fiscal device for general purposes or for any special purpose of the Museum Corporation.

Sec. 5 Funds: The Directors will establish and manage the general funds of the Museum Corporation and may assign or delegate management authority for these funds to their agent or agents; this assignment will be written and will be specific in defining the authority and limits being assigned or delegated.

Sec. 6 Special Funds: The special funds of the Corporation are the Phyllis Irish Memorial Fund and the Valdez Museum Endowment Fund. The Directors may, by resolution, create other special funds to be managed according to and for purposes defined in their instituting resolutions.

1. Phyllis Irish Memorial Fund- Created by the City Council in 1985, the Phyllis Irish Memorial Fund commemorates a founding member of the Valdez Museum. Its purpose is to provide an interest-bearing revolving account for special museum projects. This fund will be managed by the Directors who will have authority for its disbursement; during the annual meeting the Directors will advise Members of expenditures made from this fund.

## BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

2. Valdez Museum Endowment Fund- Created initially in memory of Clinton J. “Truck” Egan, this fund was instituted by City Council as a separate account to be invested in long-term interest-bearing instruments. The fund’s purpose is to provide interest-income to be used ultimately to fund operating expenses of the Valdez Museum in replacement of tax-based General Fund revenues. The Members will hold the Valdez Museum Endowment Fund Principal in perpetual trust for the benefit of the Valdez Museum. The Members will provide policy guidance to the Directors for the administration, management and investment of the Museum Endowment Fund. Expenditures of the fund principal are not anticipated but may be authorized by unanimous affirmative vote by the Members and the Directors in a joint public meeting noticed at least 24 hours in advance; the notice will specify the purposes of the meeting.

### *Article XII*

#### MUSEUM ADMINISTRATION

Sec. 1 Executive Director: The Directors shall select, appoint, determine compensation for, evaluate and discharge a Chief Operating and Administrative Officer with the title of Executive Director. The Executive Director shall be given the necessary authority and responsibility to operate the Museum in all its activities and departments, subject only to such policies as may be issued by the Directors or by any of its committees to which it has delegated power for such action or by such constraints as may be imposed by City, State, and/or Federal laws and regulations.

The Executive Director shall act as the duly authorized representative of the Directors in all matters in which the directors have not formally designated some other person to act.

Sec. 2 Authority and Responsibility: The authority and responsibility of the Executive Director shall include:

1. Carrying out all policies established by the Directors and advising on the amendments to these policies.
2. Developing and submitting to the Directors for approval a plan of organization for the conduct of Museum operations and recommended changes when necessary.
3. Preparing an annual budget, including estimated capital expenditures, showing the expected revenues and expenditures as required by the Directors or its committees.
  - a. The Executive Director’s fiscal management responsibilities include development, execution and/or oversight of a permanent, formal fund development program to enhance the Museum’s non-tax fiscal resources.
4. Selecting, employing, training, controlling and discharging employees and developing and managing personnel policies and practices for the Museum Corporation.
5. Maintaining physical properties of the Museum Corporation in a good and safe state of repair and operating condition.
6. Maintaining the public trust properties entrusted to it in accordance with professional standards of such organizations as the American Association of Museums and the society of American Archivists.

## BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

7. Supervising the business affairs of the corporation to ensure that funds are collected and expended in a manner consistent with their public trust responsibilities and to the best possible advantage of the Museum Corporation.
8. Working continually with other museum and archive organizations and professionals to the end those high-quality services may be provided at all times.
9. Presenting to the Directors and Members and/or their committees periodic reports reflecting the professional services, financial activities, acquisitions, loans [to and from the museum], transfers, and other pertinent information regarding the museum's collections, exhibitions, publications, and programs.
10. Attending all meetings of the Directors and serving in a person or by appropriate designee on committees thereof; attending all meetings of the Members.
11. Serving as the liaison and channel for communications between the Board and the Members.
12. Preparing a plan for the achievement of the Museum Corporation's specific objectives and periodically reviewing and making recommendations for revision of the objectives.
13. Representing the Museum Corporation in its relationship with other heritage service organizations.
14. Performing other duties that may be necessary or in the best interest of the Museum.

Sec. 3 Performance Review: The performance of the Executive Director shall be reviewed annually by the Directors; this evaluation will be preceded by a self-examination report to the Directors. Adjustments to the Executive Director's compensation may be made on the basis of annual or special evaluations.

### *Article XIII*

#### MUSEUM STAFF

Sec. 1 Authority: The Executive Director will have sole authority for recruitment, selection, appointment and discharge, and determination of duties and compensation levels for all employees of the Museum Corporation. Exercise of this authority will be consistent with applicable rules, schedules, fiscal resources, and policies of the Corporation established and adopted by the Directors and attached as appendices to these by-laws.

Sec. 2 Rules: The staff of the Museum Corporation will be employed according to terms defined in Personnel Policy formulated and adopted by the Directors; acceptance of the corporation's Personnel Policy will be a condition of employment.

Sec. 3 Compensation, Benefits, etc.: The compensation and benefits for Museum Corporation employees will be in accordance with pay/wage scales and schedules formulated and adopted by the Directors.

# BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

## *Article XIV*

### MUSEUM CODE OF ETHICS

#### Sec. 1 Purpose:

The purpose of this article is to set reasonable standards of conduct for directors, staff, and the executive director of the Museum so that the public may be assured that its trust in such persons is well placed and that the directors, staff and executive director themselves are aware of the standards of conduct demanded of persons in like office and position. However, it is not the intent of this section to set unreasonable barriers that will serve only to deter aspirants from public service, but rather it is recognized that Valdez is a small, isolated community. These factors are to be considered in the construction and application of these provisions.

This article is also intended to establish a process which will ensure that complaints or inquiries regarding the conduct of directors, staff and the executive director are resolved in the shortest practicable time in order to protect the rights of the public at large and the rights of the directors, staff and executive director.

#### Sec. 2 Definitions:

As used in this article the following definitions apply:

1. “Director” means an individual actively serving an appointed term on the Board of Directors.
2. “Employee” means an individual employed by the Museum, including the Executive Director.
3. “Engaging in business” or “engage in business” means submitting a written or oral proposal or bid to supply goods, services or other things of value, or furnishing goods, services or other things of value, for consideration or otherwise entering into any contract or transaction with the Museum including but not limited to the lease, sale, exchange or transfer of real or personal property.
4. “Financial interest” means a direct or indirect pecuniary or material benefit accruing to a director or museum employee as a result of a contract or transaction by or with the Museum except for such contracts or transactions which by their terms and by substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. A financial interest does not include paid remuneration for official duties or employment. A person has a financial interest in a decision if a substantial possibility exists that a financial interest of that person might vary with the outcome of the decision. A financial interest of an employee or official includes:
  - a. Any financial interest of a member of that person’s immediate family;
  - b. Any financial interest in an entity in which that person or a member of that person’s immediate family has an ownership interest, or is a director, officer or employee;
  - c. Any financial interest of a person or entity with whom the director or employee or a member of that person’s immediate family or an entity described in subsection (ii) of this definition has or is likely to acquire a contractual relationship relating to the transaction in question
5. “Gratuity” means a thing having value given voluntarily or beyond lawful obligation.

## BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

6. “Harassment” means unwelcome conduct, whether verbal, physical, or visual, that is based on a person’s race, color, ancestry, religion, national origin, age, gender, sex, pregnancy, sexual orientation, marital status, disability, genetic information, or veteran status. Harassment may include unwelcome conduct that occurs outside of work during nonwork hours if it has consequences in the workplace. Harassment does not include a minor annoyance or disappointment that an employee may encounter in the course of performing the employee’s work. Harassment becomes unlawful where:
  - a. Enduring the offensive conduct becomes a condition of continued employment; or
  - b. The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.
7. “Immediate family” of a person means anyone related to that person by blood or current marriage or adoption in a degree up to and including the fourth degree of consanguinity or affinity or any relative or nonrelative who lives in that person’s household.
8. “Official act” or “action” means any legislative, administrative, appointive or discretionary act of any director or employee of the Museum.
9. “Organization” means any corporation, partnership, firm or association, whether organized for profit or nonprofit.
10. “Sexual harassment” means unwelcome sexual advances, or requests for sexual favors, or verbal/physical/visual conduct of a sexual nature when:
  - a. Submission to the conduct is made an explicit or implicit term or condition of employment;
  - b. Submission to or rejection of the conduct is used as the basis for an employment decision; or
  - c. The conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating or hostile work environment.

### Sec. 3 Prohibited acts:

1. Official Action. A director or employee of the Museum shall not participate in any official action in which the person has a financial interest. A director who is a voting member of Museum board shall publicly disclose any existing or potential financial interest in any matter before the board before debate or vote upon the matter and may not participate in the debate or vote upon the decision. No director may testify before the board without first disclosing any financial interest which the director has in the subject of the testimony.
2. Business Prohibition. No director or employee of the Museum may engage in business with the Museum when that person has had substantial involvement in planning, recommending or otherwise supporting the project or transaction at issue. No director or employee shall attempt to influence the Museum’s selection of any bid or proposal, or the Museum’s conduct of business, in which the person has a financial interest. Newly appointed directors and newly hired employees who have preexisting contracts with the Museum may fulfill the terms and conditions of such contracts without penalty.

## BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

3. Use of Office for Personal Gain. No director or employee shall seek or hold office or position for the purpose of obtaining anything of value for the person, the person's immediate family or a business that the person owns or holds an interest in or for any matter in which the person has a financial interest. This prohibition shall not apply to the receipt of authorized remuneration for that office or position.
4. Representing Private Interests. No director or employee shall represent, for compensation, or assist those representing private business or personal interests before the board. Nothing herein shall prevent a director from making verbal or written inquiries on behalf of constituents or the general public to the Museum members or executive director or from requesting explanations or additional information on behalf of such constituents. No director may solicit a benefit or anything of value or accept same from any person for having performed this service.
5. Confidential Information. Confidential financial, personnel, and other matters concerning the Museum Corporation, donors, staff or clients/consumers may be included in Board materials or discussed from time to time. Directors shall not disclose such confidential information to anyone outside the Museum Corporation unless authorized or required by law to do so.
6. Outside Activities. A director or employee may not engage in business or accept employment with, or render services for, a person other than the Museum or hold an office or position where that activity or position is incompatible with the proper discharge of the duties of the director or employee or would tend to impair the independence of judgment of the director or employee in performing official duties. This prohibition shall include but not be limited to the following activities:
  - a. During the term of employment, a Museum employee shall not be eligible for appointment to the board of directors or election to City Council.
  - b. A Director shall not be eligible for employment with the Museum, or election to City Council during their term of office.
7. Gratuities. No director or employee shall accept a gratuity from any person engaging in business with the Museum or having a financial interest in a decision pending with the board. No director or employee shall give a gratuity to another director or employee for the purpose of influencing that person's opinion, judgment, action, decision or exercise of discretion as a director or employee. This subsection does not prohibit accepting:
  - a. A meal;
  - b. Discounts or prizes that are generally available to the public or large sections thereof;
  - c. Gifts presented by employers in recognition of meritorious service or other civic or public awards;
  - d. A candidate for public office other than City Council accepting campaign contributions;
  - e. An occasional nonpecuniary gift insignificant in value;
  - f. Any gift which would have been offered or given to him if he were not an official or employee.

## BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

8. Use of Museum Property. No director or employee may request or permit the use of museum vehicles, equipment, materials or property for an unofficial purpose, including but not limited to private financial gain, unless that use is available to the general public on the same terms or unless specifically authorized by the board.
9. Political Activities—Limitations of Individuals. Museum directors and employees may not take an active part in a political campaign or other matter to be brought before the voters when on duty. Nothing herein shall be construed as preventing directors or employees from exercising their voting franchise, contributing to a campaign or candidate of their choice or expressing their political views when not on duty or otherwise conspicuously representing the Museum.
10. Coercing Another Director's Vote. A director may not attempt to influence another director's vote or position on a particular item through contact with a director's employer or by threatening financial harm to another director.
11. Harassment and Discrimination. The Museum will not tolerate, condone, or permit unlawful harassment, including sexual harassment, or discrimination on the basis of race, religion, color, national origin, age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood. All directors or employees who instigate or participate in unlawful harassment, including sexual harassment, or discrimination against any employee or official will be subject to disciplinary action. All directors and employees shall also refrain from discriminating against or harassing citizens and others while acting in an official capacity.
12. Retaliation. An employee or director may not engage in retaliation. All directors or employees who instigate or participate in retaliation against any employee or director will be subject to disciplinary action.
13. Hostile Work Environment. Discriminatory behavior or harassment sufficiently severe or pervasive to alter the conditions of the subject's employment and to create a hostile work environment is prohibited. All directors or employees who instigate or participate in unlawful harassment or discrimination that creates a hostile work environment will be subject to disciplinary action.

### Sec. 4 Standards of Behavior:

1. Directors are responsible for adding value to the Museum and contributing to the ethical success of this organization.
2. Directors shall adhere to the highest standards of ethical and professional behavior.
3. The Board will have an open dialogue, productive discussions, and respect for everyone involved.
  - a. While dissenting opinions are valued and discussions may be controversial and heated, Directors shall avoid personal attacks during meetings. A director who dissents from the actions taken during the Board meetings is encouraged to make sure their opinion is recorded in the minutes.
4. Directors are expected to exercise the duties and responsibilities of their positions with integrity, collegiality, and care. Directors shall:
  - a. Be prepared to discuss the issues and business on the agenda and read all background materials relevant to agenda topics.



## BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

- b. Be informed about the Museum corporation's mission, services, policies, and programs.
- c. Regardless of personal interests, support decisions made by the Board that are both ethical and legal.
- d. Except for the purpose of inquiry, not become involved in specific management, personnel, or administrative issues, or give orders to any subordinate of the Executive Director.
- e. Observe established lines of communication by directing all requests for information or assistance from staff through the Executive Director.
- 5. Directors shall ensure an environment of inclusiveness and a commitment to diversity in the Museum by advocating for policies and procedures that foster fair, consistent and equitable treatment for all.
- 6. Any Director who fails to comply with this Museum Code of Ethics is subject to removal from the Board.

### Sec. 5 Enforcement:

- 1. Any Director who has a complaint can take it to the Board President or acting President who will discuss the situation confidentially with the involved parties. If the parties involved in the complaint cannot come to a resolution, then the person filing the complaint can elevate it to the Membership of the Museum Corporation.
- 2. The Executive Director may file a complaint against a Director of the Board based upon a violation of the Museum Code of Ethics.
  - a. The complaint will be made in writing to the Board President or acting President who will discuss the situation with the involved parties as confidentially as possible. If the parties involved in the complaint cannot come to a resolution, then the person filing the complaint can elevate it to the Membership of the Museum Corporation.
  - b. Nothing in this section shall preclude the Executive Director from seeking relief through any State of Alaska administrative body responsible for investigating employment related grievances or through the judicial system.

### *Article ~~XIV~~ XV*

## CONFLICT OF INTERESTS

Sec. 1 Purpose: This conflict of interest Article is to protect the Valdez Museum & Historical Archive (VMHA) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Member, Director, Executive Director, Staff or Volunteer of the Museum Corporation; or might result in a possible excess benefit transaction. This Article supplements (not replaces) local, state or federal laws governing conflict of interest applicable to nonprofit and charitable organizations.



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## Sec. 2 Policy:

1. The Members, Directors, Executive Directors, staff, and volunteers, including immediate family (to include spouse, parents, siblings and children) or someone in the immediate household, shall exercise the utmost good faith in all transactions in which they are involved in the course of their duties for the Museum Corporation. In their dealings with and on behalf of the Museum, they shall be held to a strict standard of honest and fair dealings between themselves and the Museum. They shall not use their position or any knowledge gained thereby, in such a way that a conflict may arise between the interests of the Museum Corporation and that of the individual.
2. All acts of such persons shall be for the best interest of the Valdez Museum Corporation.
3. Such persons shall not accept any gift, factor or hospitality which would influence their decisions or actions which affect the Museum Corporation.
4. It is the policy of the corporation to require complete disclosure of any material conflict of interest. Any officer or director of the corporation with a material financial interest or other conflict of interest in an item or items of business of the corporation shall disclose that conflict of interest to the presiding officer. If the conflict of interest arises in the presiding officer it shall be disclosed to the Board. After disclosure, the officer, director or member may not vote on any matter involving the conflict of interest without the consent of the Board.
5. If a matter before the board involves a “disqualified person” as that term is defined in section 4958 of the IRS Code and the associated regulations, then the Board shall satisfy the requirements of section 4958 as to that “disqualified person” including, but not limited, to the requirements that apply to conflicts of interest and the “safe harbor” standards with regard to the “disqualified person”.

Sec. 4 ~~3~~ Annual Statements: Each Director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

1. Has received a copy of the By-laws outlining conflict of interest.
2. Has read and understands Article ~~XIV~~ **XV**, Conflict of Interest
3. Has agreed to comply with Article ~~XIV~~ **XV**, Conflict of Interest, and
4. Understands the Museum Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## Article ~~XIV~~ **XVI**

### FISCAL YEAR

The Fiscal Year of the Museum Corporation shall be the calendar year.

# BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

## Article ~~XIV~~ XVII

### INDEMNIFICATION

Sec. 1 Non-Derivative Actions: Subject to the provisions of Sections 3, 5, and 6 below, the Museum Corporation shall defend, indemnify and hold financially harmless any person who was or is a part, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (Other than an action or in the right of the Museum Corporation) by reason of or arising from the fact that the person is or was a Member, Director, Officer, employee, or agent of the Museum Corporation, or is or was serving at the request of the Museum Corporation as a director, officer, employee, agent, partner, or trustee of another corporation, partnership, joint venture, trust, or other enterprise, against costs and expenses (including attorney's fees when counsel is selected by the Directors or Members) of said suit, action or proceeding, judgments, fines and amounts paid in settlement actually or reasonable incurred in connection with the action, suit or proceeding if:

1. The person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Museum Corporation and, with respect to a criminal action or proceeding, did not know and had no reasonable cause to believe the conduct was unlawful.
2. The person's act or omission giving rise to such action, suit or proceedings is ratified, adopted or confirmed by the Museum Corporation or the benefit thereof received by the Corporation.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption, and settlement shall not constitute any evidence that the person did not act in good faith and in a manner which the person reasonably believe to be in or not opposed to the best interests of the Museum Corporation and, with respect to a criminal action or proceeding, did not know and had no reasonable cause to believe that the conduct was unlawful.

Sec. 2 Derivative Actions: Subject to the provisions of 3, 5, and 6 below, the Corporation shall defend, indemnify and hold financially harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of or arising from the fact that the person is or was a Member, Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation, partnership, joint venture trust or other enterprise, against costs and expenses (including attorney fees when counsel has been selected by the Directors or Members) actually and reasonably incurred in connection with the defense or settlement of such action or suit if:

1. The person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Museum Corporation, or
2. The person's act or omission giving rise to such action or suit is ratified, adopted, or confirmed by the Museum Corporation or the benefit thereof received by the Corporation.

## BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

No indemnification shall be made in respect of any claim, issue or matter as to which such person as a Member, Director, employee or agent shall have been adjudged to be liable for: (a) a breach of that person's duty of loyalty to the Corporation; (b) acts or omissions not in good faith or that involve intentional misconduct of a knowing violation of law; or (c) a transaction from which the person derives an improper personal benefit, unless, and only to the extent that, the court in which the action or suit was brought, shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses which the court considers proper.

Sec. 3 Denial of Right of Indemnification: Subject to the provisions of section 5 and 6 below, defense and indemnification under sections 1 and 2 of this article automatically shall be made by the Museum Corporation unless it is expressly determined that defense and indemnification of the person is not proper under the circumstances because the person has not met the applicable standard of conduct set forth in section 1 or 2 of this article. The person shall be afforded a fair opportunity to be heard as to such determination. Defense and indemnification payment may be made, in the case of any challenge to the propriety thereof, subject to repayment upon ultimate determination that indemnification is not proper.

Sec. 4 Determination: The determination described in section 3 shall be made:

1. By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the action or proceeding, or
2. If such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel selected by Directors or Members in a written opinion.

Sec. 5 Successful defense: Notwithstanding any other provision of sections 1, 2, 3, or 4 of this article, but subject to the provision of section 6 below, if a person is successful on the merits of otherwise in defense of any action, suit or proceeding referred to in section 1 or 2 of this article, or in defense of any claim, issue or matter therein, the person shall be indemnified against costs and expenses (including attorney fees when counsel is selected by the Directors) actually and reasonably incurred in connection therewith.

Sec. 6 Condition Precedent to Indemnification: Any person who desires to receive defense and indemnification under this article shall notify to Museum Corporation reasonably promptly that the person has been named a defendant to an action, suit or proceeding of a type referred to in sections 1 or 2 and that person intends to rely upon the right of indemnification described in this article. The notice shall be in writing and mailed via registered or certified mail, return receipt requested, to the Executive Director of the Corporation at the principal office of the Corporation or, in the event the notice is from the Executive Director, to the Chairman of the Board of Directors and to the registered agent of the Corporation. Notice need not be given when the Corporation is otherwise notified by being named a party to the action. This notice alone does not provide indemnification.

Sec. 7 Insurance: At the discretion of the Board of Directors, the Corporation may purchase and maintain insurance on behalf of any person who is or was a Member, Director, officer, employee, agent, partner or trustee of another, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against or incurred by the person in any such capacity, or arising out of the person's status as such, whether or not the Museum Corporation would have the power to defend and indemnify the person against such liability under the provisions of this article.

## BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

Sec. 8 Former Members, Officers, Directors, etc.: The indemnification provisions of this article shall be extended to a person who has ceased to be a Member, Director, Officer, employee, or agent as described above and shall insure to the benefit of the heirs, personal representatives, executors, and administrators of such person.

Sec. 9 Purpose and Exclusivity: The defense and indemnification referred to in the various sections of this article shall be deemed to be in addition to and not in lieu of any other rights to which those defended and indemnified may be entitled under any statute, rule of law or equity, agreement, vote of the Members or Board of Directors or otherwise. The purpose of this article is to augment pursuant to AS 10.06.490 (f), the provisions of AS 10.20.011 (14), and the other provisions of AS 10.06.490.

Sec. 10 Limitation of Liability: If set forth in the articles of Incorporation, no Member or Director of the Museum Corporation shall have any personal liability to the Corporation for monetary damages for the breach of fiduciary duty as a Member or Director except as provided in AS 10.20.151 (d).

Sec. 11 Director Reliance: In acting for the Museum Corporation and unless the Member or Director has knowledge concerning the matter in question that makes reliance unwarranted, Members or Directors may rely upon information, opinions, reports, or statements, including financial statements, and data prepared by (1) officer, employees, and agent of the Corporation whom the Director believes to be reliable and competent in the matters presented, (2) counsel, public accountants, or other person as to matters that the Director reasonably believes to be within the person's professional or expert competence, and (3) committees of the Board of Directors as to matters within the authority of the committee which the Director believes to merit confidence.

### ~~Article XVII~~ XVIII

## PARLIAMENTARY PROCEDURES

Unless inconsistent with law, these By-laws or the Articles of Incorporation, meetings of the Members and Directors shall be conducted in accordance with Roberts Rules of Order; the Directors and Members may modify or suspend the rules by majority vote of those present during a regular or special meeting.

### ~~Article XIII~~ XIX

## AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-laws adopted by an affirmative vote of six of the Members of the Corporation present in any regular or special meeting of the Members provided that a full statement of such purpose shall have been published in a notice calling the meeting and written notices of the proposed changes shall have been given to each Member and Director. However, any provision herein contained required to be approved by the Members or which require Member vote or action may not be altered, amended or repealed without such approval by the Members of this Corporation.

# BY-LAWS OF THE VALDEZ MUSEUM AND HISTORICAL ARCHIVE ASSOCIATION, INC.

## End Notes

Amendment 97-1 adopted 3/16/97 by Members: Article V, Sec 2 changing the annual Meeting from September to October.

Amended again on 1/22/01 by Members: changed the annual meeting date to any time in October.

Amendment 97-2 adopted 3/16/97 by Members: Art. VII, Sec 3 extending Board officer terms to two years from one year.

Amendment 98-1 adopted 7/20/98 by Members: Art VI, Sec 2 adding two more seats, one at large, one designated for VNT and making all seats three-year terms except when filling a seat vacated early.

Amendment 13-1 adopted 8/5/13 by Members: Art VI, Sec 2 Secretary shall provide 30 days notice, Sec 3 Special Meeting notice, Sec 4 adjourn when less than quorum.

Amendment 13-2 adopted 8/5/13 by Members: Art VII, prohibited activities.

Amendment 13-3 adopted 8/5/13 by Members: Art VIII, Sec 5 agenda and notice of meetings. Amendment 13-4 adopted 8/5/13 by Members, Art IX, Sec 4 duties of officers.

Amendment 13-5 adopted 8/5/13 by Members, Art X, Sec 1, Descriptions and duties of Standing Committees.

Amendment 13-6 adopted 8/5/13 by Members, Art X, Sec 4, one member of each committee shall be appointed Chairperson by the President or the designee authorized to appoint the members thereof.

Amendment 13-7 adopted 8/5/13 by Members, Art XIV, Sec 1 thru Sec 4, Conflict of Interest purpose and policy.

Amendment 13-7 adopted 8/5/13 by Members, Art XIII, Bylaws may be altered, amended, repealed and new By-laws adopted by an affirmative vote of six of the Members of the Corporation.

Amendment 15-1 adopted 3/2/15 by Members, Art VIII, Sec 6, comply with Alaska Open Meetings Act. Meetings to be public.

Amendment 15-2 adopted 3/2/15 by Members, Art VIII, Sec 8, attendance and teleconferencing.

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## Legislation Text

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**File #:** 23-0092, **Version:** 1

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**ITEM TITLE:**

Appointment to Valdez Museum & Historical Archive Board of Directors, Applicant: Jim Shirrell.  
Postponed on 3/21/23.

**SUBMITTED BY:** Elise Sorum-Birk, Deputy City Clerk

**FISCAL NOTES:**

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

**RECOMMENDATION:**

N/A

**SUMMARY STATEMENT:**

Multiple vacancies currently exist on the VMHA board of directors. The City Clerk's Office advertised the vacancies and received one application:

Jim Shirrell for a regular three-year term expiring in January of 2026.

At the VMHA Corporation meeting on 3/21/23 a motion to postpone this appointment to the next regular meeting of the VMHA Corporation on 4/4/23 was unanimously approved.



## APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

BOARD/COMMISSION - Valdez Museum & Historical Archive Association

DATE - February 16, 2023

NAME - Jim Shirrell

RESIDENCE ADDRESS [REDACTED], Valdez Alaska, 99686

MAILING ADDRESS [REDACTED], Valdez Alaska, 99686

EMAIL ADDRESS - [REDACTED]

TELEPHONE NUMBER Daytime [REDACTED] Evening [REDACTED]

OCCUPATION Commercial Analyst / Contract Administrator EMPLOYER Retired

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

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

### Please Explain

I am a current Board Member (expired January 31, 2023). I am applying to continue. I am a long-term supporter of the Valdez Museum & Historical Archive Association's mission. The Museum performs a critical function in its role to save & chronicle Valdez's history and provide a significant contribution to our tourism market. I believe that I can continue contributing value to the Board in delivering on the Museums mission.

**Attached is an outline of education, work and volunteer experience.**

### Education:

BA - Law and Justice, Central Washington University •

MBA - Willamette University





**Employment Experience:**

**Retired** as of 2015

**Teck Alaska Resources**, Red Dog Mine, Northwest Arctic Borough Contracts Administrator, 2010 – 2014

**Alyeska Pipeline Service Company**, Valdez Marine Terminal & SERVS: Business Analyst, Buyer, Sourcing Coordinator, Sector Mgr, 1995 – 2009

**First National Bank of Alaska** 1985 – 1994, Valdez Branch Manager 89-94 Valdez

**Public Service:**

Valdez Museum & Historical Archive Association 2020 – 1/31/2020

Valdez Economic Development Commission – 2020 - present

Valdez City Council, 6 terms – 4 in late 90's early 2000's, 2- 2015/19

Valdez Senior Center Board, Manager (Volunteer) / President 1.5 years / Treasure to 2015-16

Alaska Gas line Port Authority – retired / closed 2022

COV Permanent Fund Committee off & on 1996- Present

(2) Mayor's Task Force for Health Care Planning 2012-13 & 2021

Valdez Schools Budget Committees, late 90's - early 2000's

Valdez Hospital Design / Construction Task Force

Valdez Planning & Zoning, 1992-96

Valdez Medical Clinic Design / Construction Task Force

Valdez Convention & Visitor Bureau Board, 1990 to 95

**How did you learn of this vacancy?** Renewal of Current Board Position

Signature

\*\*\* Please return this form to the Office of the City Clerk, P.O. Box 307, Valdez, AK 99686 or email to [COVboards@valdezak.gov](mailto:COVboards@valdezak.gov) \*\*\*





## Legislation Text

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**File #:** 23-0134, **Version:** 1

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**ITEM TITLE:**

Appointment to Valdez Museum & Historical Archive Board of Directors, Applicant: Karen Allred

**SUBMITTED BY:** Elise Sorum-Birk, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

N/A

**SUMMARY STATEMENT:**

Multiple vacancies currently exist on the VMHA board of directors. The City Clerk's Office advertised the vacancies and received one additional application:

Karen Allred for a regular three-year term expiring in January of 2026.

**Application Form**

---

**Profile**

Karen

First Name

Allred

Last Name

Email Address

**Valdez Mailing Address (PO BOX # or HCI BOX #)**

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Independent Contractor/ Ship  
Agent

Employer

Alyeska Pipeline/ AK Priority  
Expediting

Occupation

---

**Which Boards would you like to apply for?**

Valdez Museum &amp; Historical Archive Association Board of Directors: Submitted

Question applies to Valdez Museum &amp; Historical Archive Association Board of Directors

**There are multiple vacancies on the Valdez Museum & Historical Archive Board (three seats for a full term and one seat for a partial term). Do you prefer a two or three year term? Or do you have no preference? \***

☒ No preference

Question applies to multiple boards

**Required Time Commitment: All board/committee members and commissioners are expected to (1) be physically present at most, if not all, board/committee or commission meetings and (2) review agenda materials prior to arriving for the meeting to be best prepared for discussion and decision making. Are you aware of the time commitment involved in serving on this particular board, committee, or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?**

Yes, absolutely. I previously served on the Board of the Valdez Museum and Historical Archive. Being a dependable and engaged member of the Board of Directors was of sincere importance to me and I endeavored to attend every meeting.

How did you learn about this vacancy?

☒ Other

---

## Interests & Experience

Why are you interested in serving on a City of Valdez board or commission?

I strongly believe in supporting organizations that positively impact the community where one lives. I've maintained my sustaining membership to the Valdez museum over the years because I believe in the skill, knowledge and vision of the Museum Director Patty Relay and her wonderful team of exceptional professionals. It would be an honor to assist the Museum in achieving their goals and to be a champion of their efforts!

Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.

For nearly twenty years, I have been a maritime professional and licensed Captain. My career has provided me opportunities to expand my communication and leadership skills. I have extensive experience with public speaking, event coordination, project management, fundraising and community outreach. Volunteering is a personal value and I previously served on the steering committee for the Valdez Avalanche Center and the Valdez Museum Board of Directors. In addition, I volunteered for organizations in my hometown of Seattle, WA such as the Seattle Humane Society, Lifelong AIDS Alliance/Chicken Soup Brigade, Children's Hospital and the United Way of King County.

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[Hospitality-Professional--Event-Coordinator.pdf](#)

Upload a Resume or Letter of Interest



## Legislation Text

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**File #:** 23-0154, **Version:** 1

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**ITEM TITLE:**

Approval of City Council Minutes from March 21, 2023

**SUBMITTED BY:** Elise Sorum-Birk, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

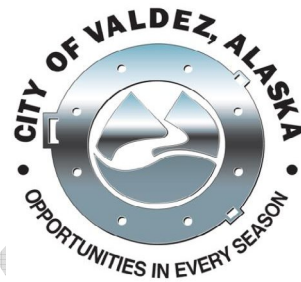
n/a

**SUMMARY STATEMENT:**

City Council Minutes from March 21, 2023 are attached for review.

# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686



## Meeting Minutes - Draft

Tuesday, March 21, 2023

7:00 PM

Regular Meeting

Council Chambers

**City Council**

**REGULAR AGENDA - 7:00 PM****I. CALL TO ORDER****II. PLEDGE OF ALLEGIANCE****III. ROLL CALL**

Present: 5 - Mayor Sharon Scheidt  
Mayor Pro Tem Alan Sorum  
Council Member Olivia Foster  
Council Member Susan Love  
Council Member Jimmy Devens

Excused: 2 - Council Member Dennis Fleming  
Council Member Todd Wegner

Also Present: 5 - City Manager Mark Detter  
Assistant City Manager Nathan Duval  
City Clerk Sheri Pierce  
Deputy City Clerk Elise Sorum-Birk  
City Attorney Jake Staser

**IV. APPROVAL OF MINUTES**

- 1. Approval of City Council Minutes- March 14, 2023**
- 2. Approval of City Council Minutes- February 21, 2023**

**V. CORPORATIONS**

- 1. Appointment to Valdez Museum & Historical Archive Board of Directors, Applicant: Jim Shirrell**

MOTION: Council Member Love moved, seconded by Council Member Foster, to Recess and Reconvene as the Valdez Museum & Historical Archive Corporation.

MOTION: Council Member Love moved, seconded by Council Member Foster, to approve appointment to the Valdez Museum & Historical Archive Board of Directors, Applicant: Jim Shirrell.

Council Member Love stated it was her understanding the Museum Board had reviewed a bylaw amendment dealing with resolving grievances and may be on an upcoming regular meeting agenda for City Council. She suggested postponing the motion until Council was able to review the amended bylaw.

MOTION: Council Member Love moved, seconded by Council Member Foster, to postpone appointment to the Valdez Museum & Historical Archive Board of Directors, Applicant: Jim Shirrell to the Regular City Council Meeting of April 4<sup>th</sup>, 2023.

Council Member Devens stated he would support the postponement if during the period of postponement, a written version of the complaint could be requested for the sake of due process.

**VOTE ON THE MOTION**

Yays: 5 - Scheidt, Sorum, Foster, Love and Devens

Excused: 2 - Fleming and Wegner

**MOTION CARRIED.**

**MOTION:** Council Member Devens moved, seconded by Mayor Pro Tem Sorum, to Reconvene as the Valdez City Council.

**VOTE ON THE MOTION**

Yays: 5 - Scheidt, Sorum, Foster, Love and Devens

Excused: 2 - Fleming and Wegner

**MOTION CARRIED.**

**VI. PUBLIC APPEARANCES**

**1. Alaska Blue Economy Mariculture Update, Tommy Sheridan**

Mr. Sheridan shared his presentation on the ABEC and City of Valdez activities pertaining to Mariculture development.

**2. Valdez Adventure Alliance, Lanette Oliver, Kory Maillet and Robbin Capers**

Ms. Oliver, Executive Director, provided a wrap-up presentation on the recent Ice Climbing Festival.

Ms. Capers, Fat Bike Bash Chair, provided a short presentation inviting Council & the community to the Fat Bike Bash.

**3. Natural Selection Tour, Travis Rice**

Mr. Rice, founder of the Natural Selection Tour, thanked Council for their support of the Natural Selection Tour. He shared his enthusiasm for the upcoming event which would be broadcast worldwide on April 28<sup>th</sup>. He stated the event itself would be held the end of March, beginning of April, and participants would include 5 Olympians.

**VII. PUBLIC BUSINESS FROM THE FLOOR**

**VIII. CONSENT AGENDA**

**1. Approval for Budgeted Travel for Permanent Fund Committee Member Mike Williams to Attend the Callan 2023 National Conference**

2. **Acceptance of Resignation Letters from Chris Watson - for Planning & Zoning Commission and Economic Diversification Commission, effective April 3, 2023.**
3. **Approval To Go Into Executive Session Re: Tucker v. City of Valdez litigation strategy.**
4. **Acceptance of Resignation Letter from Patrick Drayer - PVMC Community Advisory Council- Effective June 1, 2023**
5. **Approval of Marijuana License Renewal: DKW Farms LLC**
6. **Approval of Marijuana License Renewal: Herbal Outfitters, LLC**
7. **Proclamation: Vietnam Veterans Day**

MOTION: Council Member Love moved, seconded by Council Member Sorum, to approve the Consent Agenda.

**VOTE ON THE MOTION**

Yays: 5 - Scheidt, Sorum, Foster, Love and Devens

Excused: 2 - Fleming and Wegner

**MOTION CARRIED.**

**IX. NEW BUSINESS**

1. **Discussion Item: City Officials Conflict of Interest Policy**

Mr. Staser facilitated a discussion on the topic of Conflicts of Interest and municipal code provisions on the subject, including outlining the process.

**X. RESOLUTIONS**

1. **#23-13 - Authorizing the City Manager to Execute the Initial Operating Agreement for Valdez Senior Housing Associates, LLC**

MOTION: Council Member Love moved, seconded by Council Member Foster, to approve Resolution #22-13.

Mr. Detter reviewed the presentation included in the agenda packet.

**VOTE ON THE MOTION**

Yays: 5 - Scheidt, Sorum, Foster, Love and Devens

Excused: 2 - Fleming and Wegner

**MOTION CARRIED.**

**XI. REPORTS**



**1. Quarterly Financial Summary Reports: December 31, 2022****2. Official Candidates - 2023 Regular Municipal Election****XII. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS****1. City Manager's Report March 21, 2023**

Mr. Detter reviewed his report, highlighting the upcoming Council Retreat, and grant opportunities.

**2. City Clerk Report**

Ms. Pierce updated Council on the upcoming Regular Municipal Election, and on updates on the itinerate vendor process.

**3. City Attorney Report**

Mr. Staser outlined projects and provided updates on cases his firm is working on behalf of the City, including Alderwood, Alaska Trappers, and the Board of Equalization.

Council Member Sorum requested Staff put out a mailer explaining the State's mechanisms for Property Taxes was. Ms. Pierce encouraged those listening to go to the City's webpage as it contained a thorough explanation of the process. Mayor Scheidt asked for the website to be included on the assessment form.

**4. City Mayor Report**

Mayor Scheidt shared her enthusiasm for the well-attended zoning meeting. She congratulated the Valdez Snowmachine Club on another successful Mayor's Cup Race.

**XIII. COUNCIL BUSINESS FROM THE FLOOR**

Council Member Devens stated he had been impressed by the public response to the recent Planning & Zoning meeting.

Council Member Foster gave a shout out to the Alaska Children's Trust who recently interviewed a number of parents in Valdez on current child care issues. She updated Council on the Sound Wellness Alliance, and the Preschool Co-Op, and Advocates for Victims of Violence.

Council Member Sorum shared the opportunity to submit written comment on the State House Bill 39 was still available.

**XIV. EXECUTIVE SESSION**

**XV. RETURN FROM EXECUTIVE SESSION**

**XVI. ADJOURNMENT**

**XVII. APPENDIX**

**1. Legal Billing Summary - February 2023**

DRAFT



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 23-0135, **Version:** 1

---

**ITEM TITLE:**

Proclamation: Child Abuse Awareness Month

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

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

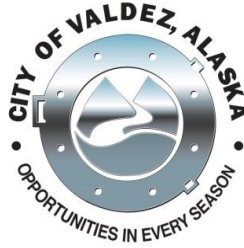
Funding Source: n/a

**RECOMMENDATION:**

n/a

**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; and

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

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

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

NOW, THEREFORE, I, Sharon Scheidt, Mayor of the City of Valdez, Alaska, do hereby proclaim April 2023 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 4th day of April, 2023

CITY OF VALDEZ, ALASKA

ATTEST:

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Sheri L. Pierce, MMC, City Clerk

---

Sharon Scheidt, Mayor



## Legislation Text

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**File #:** 23-0137, **Version:** 1

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**ITEM TITLE:**

Proclamation: Sexual Assault Awareness and Prevention Month

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

**FISCAL NOTES:**

Expenditure Required: NA

Unencumbered Balance: NA

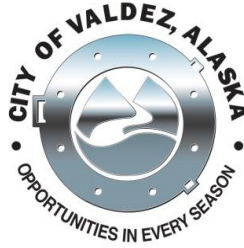
Funding Source: NA

**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.



## *Proclamation*

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

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

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

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

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

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

NOW, THEREFORE, I, Sharon Scheidt, Mayor of the City of Valdez, Alaska, do hereby proclaim the month of April 2023 as

### **SEXUAL ASSAULT AWARENESS MONTH**

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

Dated this 4th day of April 2023

ATTEST:

CITY OF VALDEZ, ALASKA

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Sheri L. Pierce, MMC, City Clerk

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Sharon Scheidt, Mayor



## Legislation Text

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**File #:** 23-0138, **Version:** 1

---

**ITEM TITLE:**

Acceptance of Late File Application for 2023 Senior Citizen's Property Tax Exemption - Dee Hodges

**SUBMITTED BY:** Elise Sorum-Birk, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

n/a

**SUMMARY STATEMENT:**

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 disabled veteran 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 15<sup>th</sup> of the assessment year for which the exemption is sought.

Applications are filed with the City Clerk's Office for processing and acceptance. 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 Valdez Municipal Code (VMC 3.12.030(3)(a)), only the City Council holds the authority to waive the annual January 15<sup>th</sup> 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.**

Please find the following documents attached from Mrs. Hodges:

- 2023 Property Tax Exemption Application
- Written Explanation of Late Application

- Supporting Documentation of Ownership

**Mrs. Hodges' application was received by the City Clerk's office on March 16th but otherwise meets all the requirements for the Senior Citizen's Property Tax Exemption.**



March 16, 2023

Valdez City Council,

I am applying late because my husband, Laurence Hodges, passed away in February of 2022. He handled all of our financial paperwork through our lifetime. Between the heartbreak and mental fog which came with my loss, and my unfamiliarity with the paperwork to apply for the exemption, I missed the deadline and the exemptions did not occur to me until I received my Property Tax Assessment.

Sincerely,



Dee M. Hodges



**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>70300400020</u>	3. Tax Year <u>2023</u>
4. Name of Applicant: <u>Dee M. Hodges</u>		5. Birth date: [REDACTED]	
7. Name of Spouse: <u>Lawrence Hodges.</u>		8. Birth date: [REDACTED] <u>Deceased.</u>	
9. Mailing Address: [REDACTED]		10. Residential Physical Address: <u>203 Chitina Dr</u>	
11. Home Phone: [REDACTED]	Message Phone: [REDACTED]	12. Please check one of the following <input type="checkbox"/> I am applying as a Senior Citizen age 65 or older <input checked="" 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 type="checkbox"/> single family <input type="checkbox"/> condominium <input type="checkbox"/> mobile home <input type="checkbox"/> duplex <input checked="" type="checkbox"/> other <u>Basement</u>			
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? <u>100%</u> <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>60</u> %			
17. <b>Certification:</b> 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>3/16/2023</u>		Signature of Applicant: <u>Dee M. Hodges</u>	

Received

MAR 16 2023

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)	
Ownership		Verified By: _____	
Parcel Number and/or Legal Description: _____			
Comments: _____			
	Land	Building	Total
Property Value	_____	_____	_____
Secondary lots	_____	_____	_____
Adjustments:	Total	Property Value:	\$ _____
Ownership	% _____		
Commercial/Rental	% _____		( )
	<b>Subtotal:</b>		\$ _____
	If Subtotal exceeds \$150,000, use this figure:		\$ 150,000
<b>SC/DAV</b>	<b>Tax Code Area</b>	<b>Mill Rate</b>	<b>SC/DV</b>
Borough	_____	_____	Exempt Value
City	_____	_____	Exempt Taxes
<b>Total SC/DAV Exempt</b>	<b>Tax Amount</b>		\$ _____

## **Will of Lawrence Alvin Hodges**

### **Part 1. Personal Information**

I, Lawrence Alvin Hodges, a resident of the State of Alaska, declare that this is my will.

### **Part 2. Revocation of Previous Wills**

I revoke all wills and codicils that I have previously made.

### **Part 3. Marital Status**

I am married to Dee Marie Hodges.

### **Part 4. Children**

I have the following children now living: Lawrence Austin Hodges, Sandra Louise Retalia and Andrew Jason Hodges.

### **Part 5. Grandchildren**

I have the following grandchildren now living: Terrence Kyle Korenev, Natalia Denise Korenev and Victoria Carol Korenev.

### **Part 6. Disposition of Property**

A beneficiary must survive me for at least 45 days to receive property under this will. As used in this will, the phrase "survive me" means to be alive or in existence as an organization on the 45th day after my death.

If I leave property to be shared by two or more beneficiaries, and any of them does not survive me, I leave his or her share to the others equally unless this will provides otherwise.

My entire estate is all property I own at my death that is subject to this will.

My residuary estate is all property I own at my death that is subject to this will that does not pass under a general or specific bequest, including all failed or lapsed bequests.

I leave my entire estate to Dee Marie Hodges.

If Dee Marie Hodges does not survive me, I leave my entire estate in the following manner:

I leave the building located at 200 Chitina Dr and the Big Foot Camper and Omni Motorhome to Sandra Louise Retalia. If Sandra Louise Retalia does not survive me, I

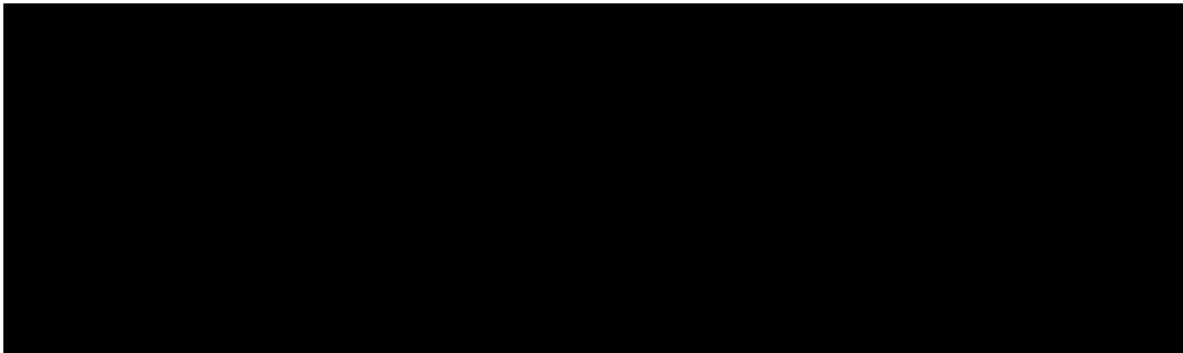
Page 1 of 6 Initials: L AH BH Date: 2/23/2021

## **Will of Lawrence Alvin Hodges**

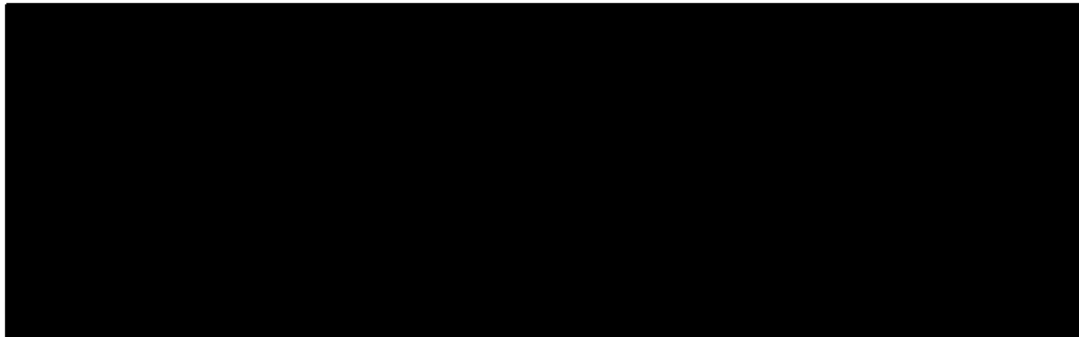
leave this property to Lawrence Austin Hodges and Andrew Jason Hodges in equal shares.

I leave Toyota Truck and tools including the Lathe to Lawrence Austin Hodges. If Lawrence Austin Hodges does not survive me, I leave this property to Sandra Louise Retalia and Andrew Jason Hodges in equal shares.

I leave the Nordic Tug to Andrew Jason Hodges. If Andrew Jason Hodges does not survive me, I leave this property to Sandra Louise Retalia and Lawrence Austin Hodges in equal shares.



I leave all money in the Investment Accounts held by Edward Jones and First National



I leave guns, ivory and mounts to to Lawrence Austin Hodges, Sandra Louise Retalia and Andrew Jason Hodges in equal shares.

I leave my residuary estate to Lawrence Austin Hodges, Sandra Louise Retalia and Andrew Jason Hodges in equal shares.

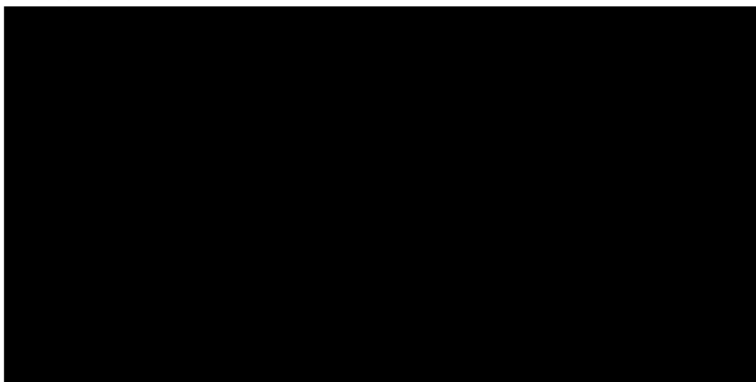
All personal and real property that I leave in this will shall pass subject to any encumbrances or liens placed on the property as security for the repayment of a loan or debt.

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## **Will of Lawrence Alvin Hodges**

### **Part 7. Forgiveness of Debts**

I wish to forgive all debts specified below, plus accrued interest as of the date of my death:



### **Part 8. Personal Representative**

I name Sandra Louise Retalia to serve as my personal representative. If Sandra Louise Retalia is unwilling or unable to serve as personal representative, I name Lawrence Austin Hodges and Andrew Jason Hodges to serve as joint personal representatives.

No personal representative shall be required to post bond.

### **Part 9. Personal Representative's Powers**

I direct my personal representative to take all actions legally permissible to have the probate of my will done as simply and as free of court supervision as possible under the laws of the state having jurisdiction over this will, including filing a petition in the appropriate court for the independent administration of my estate.

I grant to my personal representative the following powers, to be exercised as she deems to be in the best interests of my estate:

1. To retain property without liability for loss or depreciation.
2. To dispose of property by public or private sale, or exchange, or otherwise, and receive and administer the proceeds as a part of my estate.
3. To vote stock; to exercise any option or privilege to convert bonds, notes, stocks or other securities belonging to my estate into other bonds, notes, stocks or other securities; and to exercise all other rights and privileges of a person owning similar property.
4. To lease any real property in my estate.

## **Will of Lawrence Alvin Hodges**

5. To abandon, adjust, arbitrate, compromise, sue on or defend and otherwise deal with and settle claims in favor of or against my estate.
6. To continue or participate in any business which is a part of my estate, and to incorporate, dissolve or otherwise change the form of organization of the business.
7. To access, control, use, transfer, distribute, copy, deactivate or delete any of my digital assets; by granting this power, my personal representative may act as an account holder and authorized user of my digital assets; my digital assets include email or other electronic communication, personal or professional websites, online banking and other financial accounts, frequent flyer accounts and other reward programs, social media profiles, digital music, photographs or videos, software or any other electronic record or account; to exercise this power, my agent may access and control any device or equipment used by me to store or manage my digital assets, such as desktop computers, laptop computers, tablets, external drives, cell phones or any other device used for access and control of digital assets that currently exists or may exist as technology develops.

These powers, authority and discretion are intended to be in addition to the powers, authority and discretion vested in her by operation of law by virtue of her office, and may be exercised as often as is deemed necessary or advisable, without application to or approval by any court.

### **Part 10. Payment of Debts**

Except for liens and encumbrances placed on property as security for the repayment of a loan or debt, I direct that all debts and expenses owed by my estate be paid in the manner provided for by the laws of Alaska.

### **Part 11. Payment of Taxes**

I direct that all estate taxes assessed against property in my estate or against my beneficiaries be paid in the manner provided for by the laws of Alaska.

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Page 4 of 6 Initials: LB KB BD Date: 2/23/2021

## Will of Lawrence Alvin Hodges

### Part 12. Severability

If a court invalidates any provision of this will, that shall not affect other provisions that can be given effect without the invalid provision.

### Signature

I, Lawrence Alvin Hodges, the testator, sign my name to this document,

this 23<sup>rd</sup> day of February, 2021,

at Valdez, Alaska (city or county, and state).

I declare that I sign and execute this document as my last will, that I sign it willingly and that I execute it as my free and voluntary act. I declare that I am of the age of majority or otherwise legally empowered to make a will, and under no constraint or undue influence.

Signature: L. Hodges

### Witnesses

We, the witnesses, sign our names to this document, and declare that the testator willingly signed and executed this document as the testator's last will.

In the presence of the testator, and in the presence of each other, we sign this will as witnesses to the testator's signing.

To the best of our knowledge, the testator is of the age of majority or otherwise legally empowered to make a will, is of sound mind and is under no constraint or undue influence.

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Page 5 of 6 Initials: EH KS Date: 2/23/2021

## Will of Lawrence Alvin Hodges

We declare under penalty of perjury that the foregoing is true and correct,

this 23<sup>rd</sup> day of February, 2021,

at VALDEZ, ALASKA (city or county, and state).

### *First Witness*

Sign your name: *Heath Boral*

Print your

Address:

City, State:

### *Second Witness*

Sign your name: *BT*

Print your n

Address:

City, State:





## Legislation Text

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**File #:** 23-0150, **Version:** 1

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**ITEM TITLE:**

Discussion Item: Valdez Medical Clinic

**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:**

Dr. John Cullen and Melanee Tiura, Administrator, Providence Valdez Medical Center, will discuss future operations of the Valdez Medical Clinic.



## Legislation Text

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**File #:** 23-0143, **Version:** 1

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**ITEM TITLE:**

Approval to Purchase a 2023 CAT 906 Compact Loader from NC Machinery, to Include Freight, in the Amount of \$148,141.00

**SUBMITTED BY:** Joe Russell, Interim Public Works Director

**FISCAL NOTES:**

Expenditure Required: 148,141.00

Unencumbered Balance: 155,000.00

Funding Source: 350-0400-58000

**RECOMMENDATION:**

Approve the purchase of a 2023 CAT 906 Compact Loader from NC Machinery, to include freight, in the amount of \$148,141.00.

**SUMMARY STATEMENT:**

This 2023 CAT 906 Compact Loader will replace Building Maintenance 2016 CAT 906M Loader which has 4620 hours on it. This is a budgeted purchase in accordance with the 10 year Major Equipment schedule and is being purchased using a Sourcewell Government Contract, which falls within procurement code requirements.

Once the 2023 CAT 906 is delivered, the 2016 will be moved to "Hand down" (HD) status and replace the 2009 CAT 906H at Sewer/Water department 6310 hours, which in turn, will be auctioned as Surplus.

The 2023 CAT 906 Compact Loader will be given a 7 year life expectancy and will be used primarily for snow removal, but also is used at the landfill for clean-up and hauling dirt.

**NC MACHINERY**

Feb 17th, 2023

CITY OF VALDEZ  
BPO 67915  
VALDEZ, Alaska 99686-0307

Attention: JOE RUSSELL

**RE: Quote 275779-01 - SOURCEWELL-CAT CONTRACT # 032119-CAT, CITY OF VALDEZ MEMBER # 18918**

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 906 Wheel Loader with all standard equipment in addition to the specifications listed below:

**STOCK NUMBER:** TBD - NEW

**SERIAL NUMBER:** TBD - NEW

**YEAR:** 2023

**SMU:** NEW

**STANDARD EQUIPMENT****POWERTRAIN**

U.S EPA Tier 4 Final

C2.8 DIT engine with turbocharger

Diesel particulate filter (DPF)

Hydrostatic transmission, 2 speed, with inching function, shift on the go

Air cleaner, two stage filter, with in cab audio/visual indicator on display

Axles, heavy duty, frame mounted with outboard planetary reduction

Drive shaft, maintenance free, sealed for life, universal joints

Engine, auto idle shutdown, ultra low idle, hibernation mode

Engine oil, ECO drain tap and hose

**HYDRAULICS**

Demand cooling fan, hyd. driven

Dead engine lower, lift valve, manual

EH fully proportional controls

Hydraulic pilot shut off switch, in cab

Implement valve, anti drift and pressure compensated

Loader arm float function

Motor, single drive with dedicated implement and steering pumps

Oil Sampling SOS ports

**ELECTRICAL**

Alternator, 100 amp sealed

Battery, heavy duty, 12V, 950CCA

Battery disconnect switch

Lights, rear stop and turn, LED

Lights, roading, front halogen

Service port, electronic diagnostic, CAT ET

**OPERATOR ENVIRONMENT**

ROPS/FOPS certified cab

12V power outlets, interior/exterior

Pedals, brake/inching, accelerator

Lever, parking brake

Cup holders (2)

CB radio clip, phone holder

Door release, internal (left/right)

Hook, large, coat and hard hat

Floormat, easy clean, raised pedals

Mirrors, 2 external, 1 internal

Steering wheel, spinner knob, horn

Steering column, tilt adjusted

Quick coupler switch, in cab

Joystick, seat mounted, multifunction

Right Arm rest, padded, multi height

Wipers, front/rear, full coverage

Air vents, 4 screen, 7 directional

Sun Visor, solid, front full width

**OTHER STANDARD EQUIPMENT**

CAT optimized Z-bar loader linkage

Fenders, front and rear

Ground level daily service points

Loader arm safety brace

Lockable engine enclosure/side access

Machine lifting/tie down points

Recovery hitch with pin

**MACHINE SPECIFICATIONS**

906 14A	572-7976
PRECLEANER	581-4771
COLD WEATHER START PKG, 120V	580-6299
C2.8 ENGINE	607-1279
ELECTRIC PRIMING FUEL FILTER	569-2571
25 MPH TRANSMISSION WITH DIFF LOCK	597-1178
3 VALVE HYDRAULICS WITH HIGH FLOW AUX, STANDARD LIFT LINKAGE	597-2356
SSL COUPLER	577-6057
HIGH FLOW 3 VALVE AUX	607-6816
RIDE CONTROL	577-6050
LED ROAING LIGHTS	573-3910
DELUXE CAB	577-7154
KEY START	580-0524
EXT HEATED MIRROR, ELECTRIC ADJUST	577-7162
REAR VIEW CAMERA	602-2629
STORAGE BOX WITH LOCK	580-0597
KEYPAD 8, RIM PULL/CREEP CONTROL	580-0522
DELUXE PLUS SEAT, AIR, HEAT	573-4006
SEAT BELT, 2"	595-3363
AIR CON WITH AUTO TEMP CONTROL	573-3923
PRODUCT LINK, CELLULAR PL243	577-6021
TIRES, 340/80 R18, NOKIAN, TRI 2	436-0923
PREMIUM LED LIGHT PKG	580-0534
LED AMBER BEACON	561-0644
BACK UP ALARM	580-0537
DOOR SWITCH & 2X USB POWER	596-4178
STANDARD RADIO (12V)	623-9432
PERFORATED REAR BLIND	611-5134
ENGINE BAY TOOL BOX	602-5652
1 PAPER SET OF PARTS AND SERVICE MANUALS	
5 YEAR / 5000 HOUR CAT POWERTRAIN+HYDRAULIC WARRANTY - TECHNICIAN TRAVEL TIME & MILEAGE NOT INCLUDED	
NEW MACHINE PREP	
FREIGHT FROM FACTORY, FOB VALDEZ, AK	

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NEW 2023 CAT 906 LIST PRICE	\$171,001.00
2023 SOURCEWELL CONTRACT DISCOUNT – 23% OFF LIST PRICE	-\$39,330.00
	SUBTOTAL \$131,671.00

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NON-CAT PRICE LIST ITEMS

FREIGHT FROM FACTORY, FOB VALDEZ, AK	\$8,100.00
NEW MACHINE PREP / PDI	\$2,900.00
5 YEAR / 5000 HOUR POWERTRAIN + HYDRAULICS WARRANTY - TECHNICIAN TRAVEL TIME AND MILEAGE NOT INCLUDED	\$4,220.00
1 PAPER SET PARTS AND SERVICE MANUALS	\$1,250.00
	<b>TOTAL \$148,141.00</b>

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**WARRANTY**

Standard Warranty: 1 YEAR NEW CAT MACHINE WARRANTY - TECHNICIAN TRAVEL TIME AND MILEAGE NOT INCLUDED

Extended Warranty: 5 YEAR / 5000 HOUR CAT POWERTRAIN + HYDRAULICS WARRANTY - TECHNICIAN TRAVEL TIME AND MILEAGE NOT INCLUDED

**F.O.B/TERMS: VALDEZ, AK**

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

We wish to thank you for the opportunity of quoting your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Steven Fisher  
Machine Sales Representative  
Cell: 907-748-7540  
SFisher@NCMachinery.com



## Legislation Text

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**File #:** 23-0144, **Version:** 1

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**ITEM TITLE:**

Approval to Purchase a 2023 CAT 966 Loader from NC Machinery in the Amount of \$426,075.00

**SUBMITTED BY:**

Joe Russell, Interim Public Works Director

**FISCAL NOTES:**

Expenditure Required: \$426,075.00

Unencumbered Balance: \$394,600.00 Budgeted, \$31,475.00 from Major Equipment Fund Balance

Funding Source: 350-0400-5800; Major Equipment

**RECOMMENDATION:**

Approve the purchase of a 2023 CAT 966 Loader from NC Machinery in the amount of \$426,075.00.

**SUMMARY STATEMENT:**

- Unprecedented inflation has outpaced the budgeted amount for this piece of equipment by \$31,475.00 for an exact replacement of current fleet.
- The Major Equipment Fund Balance in the amount of \$31,475.00 will be used to cover the actual outlay required.

Accumulated fund balance is a result of a combination of prior years' actual expenditures having been under-budget or deferment of major equipment purchases.

This 2023 CAT 966 Loader is in the 2023 Major Equipment Schedule for Solid Waste Department. This equipment will be purchased through the State of Alaska procurement contract in accordance with the 10-year replacement schedule.

This new 2023 CAT 966 Loader will be replacing a 2012 CAT 966K Loader with 5616 hours that is assigned to the Solid Waste Department. The purchase price includes a Material Handling Arm with a 19,000-pound lifting capacity, which will be used for assisting Sewer/Water department in the Lagoon Dredge operation, and other heavy lifting.

The City of Valdez will see a significant price discount (\$317,978.00) by utilizing the State of Alaska Purchasing Agreement. (List price on the 966 with Material Handling Arm is \$744,053.00) Once delivered the 2012 CAT 966k will be sold as surplus. This new 966 will be assigned a 10-year life expectancy.

PURCHASER CITY OF VALDEZ		<SAME>	
STREET ADDRESS ATTN ROB COMSTOCK PO BOX 307			
CITY/STATE VALDEZ, AK	COUNTY VALDEZ-CORDOVA		
POSTAL CODE 99686-0307	PHONE NO. 907 835 4313		
CUSTOMER CONTACT: EQUIPMENT JOE RUSSELL PRODUCT SUPPORT JOE RUSSELL			
INDUSTRY CODE: LOCAL GOVERNMENT (GV93)		PRINCIPAL WORK CODE ACCESS ROAD CONSTRUCTION & MAINT (410)	F.O.B. AT: VALDEZ, AK - DOCKSIDE
CUSTOMER NUMBER 9993003	Sales Tax Exemption # (if applicable) CITY GOVERNMENT		CUSTOMER PO NUMBER
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>		NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE <input type="checkbox"/> LKE Assignment <input type="checkbox"/>
CASH WITH ORDER \$0.00	BALANCE TO FINANCE	INTEREST RATE	
PAYMENT PERIOD	PAYMENT AMOUNT	NUMBER OF PAYMENTS	OPTIONAL BUY-OUT
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 966-BR	YEAR: 2023	
STOCK NUMBER: TBD - NEW	SERIAL NUMBER: TBD - NEW	SMU: TBA	
966 14A WHEEL LOADER	545-7238	BASIC FENDERS, FRONT W/REAR EXTN	550-3416
STANDARD PACKAGE	548-1289	FUSION QUICK COUPLER	617-6383
STANDARD LIFT LINKAGE	573-6534	REVERSING STROBE LIGHTS	569-4049
STANDARD COUNTERWEIGHT	574-7614	SERVICE/ACCESS LIGHTS	548-1310
AXLES, AUTO FRONT / AUTO REAR	573-6517	POWERTRAIN GUARD	548-9727
2 VALVE HYDRAULICS WITH RIDE CONTROL	573-6486	BLANK FUSION FLAT BACK HOOKS	315-6309
COLD STARTING PKG, (120V)	548-1315	CAT MATERIAL HANDLING ARM	624-9046
PREMIUM LED LIGHT PKG	573-6529	PREP PER SEF2294 BID SPEC	
DELUXE CAB PKG WITH STEERING JOYSTICK	558-7419	WINTER ENGINE COVER	
IMPLEMENT LEVERS	536-1589	1 PAPER SET OF PARTS AND SERVICE MANUALS	
STANDARD JOYSTICK STEERING SYSTEM	574-7631	WHELEN AKDOT STROBE KIT PER SEF2294	
PRODUCT LINK, DUAL PLE683	558-7515	FREIGHT FROM FACTORY, FOB VALDEZ, AK	
PAYLOAD ASSIST	558-7457	5 YEAR / 5000 HR POWERTRAIN+HYD WARRANTY -TECHNICIAN TRAVEL TIME & MILEAGE NOT INCLUDED	
TIRES, 26.5R25 BRIDGESTONE VJT * L3	475-6250		
TURBINE AIR INLET PRECLEANER	365-0220		
TRADE-IN EQUIPMENT		SELL PRICE	\$426,075.00
MODEL: _____	YEAR: _____ SN: _____	NET BALANCE DUE	\$426,075.00
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	BALANCE	\$426,075.00
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY		<input type="checkbox"/> USED EQUIPMENT WARRANTY	
INITIAL _____		INITIAL _____	
The customer acknowledges that he has received a copy of the /Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 1 YEAR NEW CAT WARRANTY - TECHNICIAN TRAVEL TIME & MILEAGE NOT INCLUDED 5 YEAR / 5000 HOUR CAT PT + HYD WARRANTY - TECHNICIAN TRAVEL TIME & MILEAGE NOT INCLUDED		All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable: _____ _____ _____	
CSA:			
NOTES: ACK QUOTE BASED ON ALASKA DOT HIGHWAY WHEEL LOADER CONTRACT DISCOUNT - CONTRACT# CA2294. PLEASE NOTE CITY OF VALDEZ'S SPEC AND OPTIONS ARE NOT THE SAME AS AKDOT SPEC AND OPTIONS. SO TOTAL PRICE IS DIFFERENT THAN THAT SHOWN ON AKDOT CA2294 CONTRACT.			

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY

Fisher, Steven

REPRESENTATIVE

APPROVED AND ACCEPTED ON  
CITY OF VALDEZ

PURCHASER

BY

PURCHASER

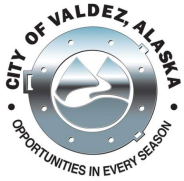
PRINT NAME AND TITLE

SIGNATURE

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## Legislation Text

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**File #:** 23-0145, **Version:** 1

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**ITEM TITLE:**

Approval to Purchase a 2024 Peterbilt 520 Chassis with a Labrie Starlight 40 Cubic Yard Front-Load Refuse Body and Accessories in the Amount of \$385,746.00

**SUBMITTED BY:**

Joe Russell, Interim Public Works Director

**FISCAL NOTES:**

Expenditure Required: 385,746.00

Unencumbered Balance: \$340,000 Budgeted, \$45,746 from Major Equipment Fund Balance

Funding Source: 350-0400-58000; Major Equipment Reserve

**RECOMMENDATION:**

Approve the purchase of a 2024 Peterbilt 520 Chassis with a Labrie Starlight 40 cubic yard frontload refuse body and accessories in the amount of \$385,746.00

**SUMMARY STATEMENT:**

- Unprecedented inflation has outpaced budget for this piece of equipment by \$45,746.00 for an exact replacement of current fleet.
- The Major Equipment Fund Balance in the amount of \$45,746.00 will be used to cover the actual outlay required.

The Major Equipment Fund balance is a result of a combination of prior under-budget expenditures and deferred purchases.

This 2024 Peterbilt/Labrie is in the 2023 Major Equipment Schedule for the Solid Waste Department. This equipment will be purchased in accordance with the 10-year replacement schedule.

To meet procurement code, the City of Valdez will purchase this equipment using a Sourcewell Government contact to obtain a 25% discount of the list price. This Peterbilt 520 Chassis with a Labrie starlight 40 cubic yard refuse truck is scheduled to replace a 2014 Peterbilt 320 Chassis Labrie starlight 40 Cubic yard refuse truck, which will then be auctioned at surplus. This truck will be given an 8-year life expectancy.

Cost Break Down Includes:

<u>Item</u>	<u>Cost</u>
Peterbilt/Bobs	\$380,538.00
GCR tires	\$3,596.00
Articom Radio	\$837.00

**Additional Costs**

Travel	\$750.00
DMV Title & Registration	\$25.00
TOTAL	\$385,746.00



Peterbilt of Alaska - a Craig Taylor Equipment Company

**CUSTOMER PURCHASE ORDER**

**For New & Used Vehicles**

Date: Wednesday, March 22, 2023  
Seller: Peterbilt of Alaska  
Address: 2225 E 5th Ave  
City/State/ZIP: Anchorage, AK 99501

Purchaser: City of Valdez  
Address:  
City/State/Zip:  
Phone/Contact:

I hereby order from you, subject to all terms and conditions contained herein and the ADDITIONAL PROVISIONS printed on the last page of this form, the following equipment for delivery on or about: \_\_\_\_\_ Estimated Build Date Q3 2023 \_\_\_\_\_

Stock #:	TBD	Make/Model:	Peterbilt 520	Price:	\$ 205,377.00
VIN:	TBD		Labrie 40 CY Front Loader		\$ 170,927.00
			Goods/Services		\$ 4,234.00
				Unit Price	\$ 380,538.00
				Total Price	\$ 380,538.00
				Peterbilt FET	
				Labrie FET	
				Total Licensing	\$ -
				Warranty	\$ -
				Total	\$ 380,538.00
				TOTAL DUE:	\$ 380,538.00

Sourcewell pricing attached

Peterbilt of Alaska would like to offer an additional 1.5% discount

Quote# 2023-0143

FOB: Anchorage, AK

If the unpaid balance of cash price stated above is the proceeds of a time payment agreement as noted below, all items and conditions of that agreement are hereto made part of and an attachment to this order by this reference.

USED VEHICLES ARE SOLD "AS IS" WITH NO WARRANTY, unless otherwise certified by Seller in writing.

If a trade-in is delivered to Dealer in a different condition than appraised, or its parts or attachments have been removed or substituted, then it shall be reappraised, and the difference in value shall be paid in cash to Dealer. Purchaser warrants that ownership, and titles of trade-ins are free and clear of all liens and encumbrances except as noted and will pay in cash to Dealer any undisclosed amounts owed. If any such cash adjustment is not paid on demand, purchaser authorizes Dealer to repossess the vehicle.

Purchaser acknowledges receipt of an exact copy of this order, and the additional provisions printed on the last page.

Customer Acceptance

Date

Peterbilt of AK Acceptance

Date

# SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE

\*NOVEMBER 2022 REVISION

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 060920

\*DEALER TO FILL IN ALL GREY CELLS

Peterbilt of Alaska		City of Valdez	
		Sourcewell#18918	
PETERBILT MODEL	520	CHASSIS #	TBD
CAB & CHASSIS LIST PRICE	\$281,836	PETERBILT MODEL	SOURCEWELL DISCOUNT
SOURCEWELL DISCOUNT %	25.00%	220/220EV	5.00%
SOURCEWELL DISCOUNT \$	\$70,459	MEDIUM-DUTY 535 - 536 - 537 - 548	15.00%
SOURCEWELL CAB & CHASSIS PRICE	\$211,377	HEAVY-DUTY 365 - 367 - 520 - 520EV - 567 - 579 - 579EV - 389	25.00%
TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES	\$4,234		
BODY PRICE (IF APPLICABLE)	\$170,927		
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES	\$386,538		
Notes: The \$4,234 in Sourced Goods/Services includes flooring, PDI/Make ready, and transport. FOB Valdez			



2040 Spar Avenue Anchorage, AK 99501

Quote Date: 03/08/2023  
 Prepared By: Jim Lackey  
 Cell: (907) 841-9999  
 Email: [jlackey@bsiequipment.com](mailto:jlackey@bsiequipment.com)

**QUOTE FOR: Peterbilt of Alaska/City of Valdez**  
**CONTACT: Gene Mountcastle**  
**PHONE: 907-276-2020 / 907-350-4042**  
**EMAIL: [gene@cteak.com](mailto:gene@cteak.com)**

**QUOTATION**  
 QUOTE VALID THROUGH  
 04/07/2023

**New 2024 Labrie Wittke Starlight™ Front Load Refuse Body  
 for use on Customer Supplied Peterbilt 520 Cab-Over Chassis**

Lifting Option	Description
AALC-STD01	Arm Lifting Capacity: 8,000 lbs
ADVD-STD01	Deceleration Valve on Arms Up Movement
BBCS-0000	Canopy Sweeper
AFST-0010	Forks Thickness 1-1/2"
Hopper Area Option	Description
BSWS-0030	Chromium Carbide Packer Shoes and Rails
Hydraulic Option	Description
HHWK-0000	Alarm for Low Hydraulic Oil Level & High Hydraulic Oil Temperature
HCON-STD01	JIC
HNHC-0030	Packer Cylinders Nitrided with Durascope Shavers
HHOH-0000	Hydraulic Oil Heater in Tank (Electric 110V) - Electrical Inlet on Cab
HHPC-0000	Front Pump Top Cover
PDRS-4864	Greaseless U-Joints Pump Drive Shaft Instead of STD
CCPM-STD12	Single Pump Muncie Live Pak (Front)
CHFT-STD02	Hydraulic Tank Mounted on Chassis Streetside
HBCV-STD01	Body Valve on Body Streetside Wall
EBCV-0015	Electric Over Hydraulic Body Main Valve
Accessories Option	Description
BSAD-0000	Sliding Access Door (ILO Hinges)
BCOT-STD01	Broom and Shovel Behind Packer
BCOS-0000	Hopper Clean Out Sump with Door Streetside
BESK-0000	Spill Kit on Rubrail Curbside (Center)
BBTS-STD01	Standard Tailgate Seal
Lighting Option	Description
LLPA-0010	Add. Lights on Tg.: 2/3 Lightbar + Central Brake Light + Multifunctions Lights (4) (X Pattern)
LBBP-0025	Backup Lights Low on Body "B" Pillar LED (2)
LBLT-0005	Backup Lights on Tailgate 2/3 Centered - LED (2)

(Page 1 of 3)





2040 Spar Avenue Anchorage, AK 99501

Quote Date: 03/08/2023  
Prepared By: Jim Lackey  
Cell: (907) 841-9999  
Email: [jlackey@bsiequipment.com](mailto:jlackey@bsiequipment.com)

**QUOTE FOR: Peterbilt of Alaska/City of Valdez**  
**CONTACT: Gene Mountcastle**  
**PHONE: 907-276-2020 / 907-350-4042**  
**EMAIL: [gene@cteak.com](mailto:gene@cteak.com)**

**QUOTATION**  
QUOTE VALID THROUGH  
04/07/2023

**(cont.) New 2024 Labrie Wittke Starlight™ Front Load Refuse Body  
for use on Customer Supplied Peterbilt 520 Cab-Over Chassis**

Electronic Option   Description	
CCCC-0029	Triple Zone Defense Cameras (3) With Heater/Without Shutter
CL01-0000	Tailgate Center 2/3 (1) - Pointing Back
CL04-0000	Hopper Streetside (4) - Pointing Curbside
CL15-0000	Mirror Streetside (15) - Pointing Back
CCCM-INC21	Zone Defense 7" Color Monitor (Included in Camera System Base Price)
CCML-INC01	On Ceiling, Centered, Near the Windshield
EPHM-0000	Hour Meter - Hydraulics
Electrical Option   Description	
ESYV-STD01	12V Body Electrical System
Structure, Liners & Materials Option   Description	
BHWS-0000	Hopper Floor Liner 1/4" - Hardox 450
BHSL-0000	Hopper Side Wall Liners 4mm (0.160") - Hardox 450
Unit Appearance Option   Description	
PCBP-STD01	Urethane Body Paint - Blue, N4636EA
UAPP-STD01	One (1) Coat of Urethane Primer
PCCP-STD01	Paint Chassis Components same Color as Chassis
PSSS-0010	CAUTION VEHICLE STOPS [...] FREQUENTLY, 74-1/2" x 23-1/2" (Black on Yellow)
BASA-STD01	Rubber Mud Guards - Rear of Rear Axle
BASR-0000	Anti-sail Bars on Rear Mud Guards (Rear Wheels)
BASN-STD01	Mud Guards with Labrie Logo
BODL-STD01	Informative Decals English
Chassis Option   Description	
CRAD-0000	Centralized Air Drain Valves (Petcock)
CFTD-STD01	Diesel Tank from Company or CNG/Electric

(Page 2 of 3)



2040 Spar Avenue Anchorage, AK 99501

Quote Date: 03/08/2023  
Prepared By: Jim Lackey  
Cell: (907) 841-9999  
Email: [jlackey@bsiequipment.com](mailto:jlackey@bsiequipment.com)

QUOTE FOR: Peterbilt of Alaska/City of Valdez  
CONTACT: Gene Mountcastle  
PHONE: 907-276-2020 / 907-350-4042  
EMAIL: [gene@cteak.com](mailto:gene@cteak.com)

**QUOTATION**  
QUOTE VALID THROUGH  
04/07/2023

**(cont.) New 2024 Labrie Wittke Starlight™ Front Load Refuse Body  
for use on Customer Supplied Peterbilt 520 Cab-Over Chassis**

Lifting Option	Description
ALHG-0000	Low Height Gripper (6" Lower than STD)
AGRA-0010	Heavy Duty Arm & Gripper. "32 to 95 US gal"
EAOA-STD01	Arm out alarm at 6 km/h - 4 mph
AGSS-0000	Spill shield on Gripper

**BODY CONFIGURATION**

Body Model : Wittke	Total Capacity :	40yd <sup>3</sup> (34+6)
Body Trim Level : Starlight	Body Capacity :	34yd <sup>3</sup>
Mounting : Factory Mounted	Tailgate Capacity :	6yd <sup>3</sup>
Body Division : Without Division		



**Note:**

- \* Peterbilt of Alaska is to deliver chassis to Quebec.
- \* Freight from San Luis, AZ to Tacoma, WA is listed below.
- \* Freight from Tacoma, WA to Anchorage, AK is included in Chassis Quote.

*Price of Refuse Body:* \$ 162,735.00  
*San Luis, AZ to Tacoma, WA Freight:* \$ 7,232.00  
*PDI & Setup:* \$ 960.00

**Total Purchase Price:** **\$ 170,927.00**  
**FOB Tacoma, WA**







## Legislation Text

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**File #:** 23-0146, **Version:** 1

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**ITEM TITLE:**

Approval to Purchase a 2024 Peterbilt 567 Truck with a Stellar Hook Lift and Accessories in the Amount of \$275,138.76

**SUBMITTED BY:**

Joe Russell, Interim Public Works Director

**FISCAL NOTES:**

Expenditure Required: \$275,138.76

Unencumbered Balance: \$240,000.00, \$35,138.76 from Major Equipment Fund Balance

Funding Source: 350-0400-58000; Major Equipment Reserve

**RECOMMENDATION:**

Approve the purchase of a 2024 Peterbilt 567 truck with a stellar hook lift and accessories in the amount of \$275,138.76.

**SUMMARY STATEMENT:**

- Unprecedented inflation has outpaced budget for this piece of equipment by \$35,138.76 for an exact replacement of current fleet.
- Utilize Major Equipment Fund Balance in the amount of \$35,138.76 to cover the actual outlay required.

Accumulated fund balance is a result of a combination of prior years' under-budget expenditures and deferred purchases.

This 2024 Peterbilt 567 truck is in the 2023 Major Equipment Schedule for Solid Waste Department. The equipment will be purchased in accordance with the 10-year replacement schedule.

To meet procurement code, the City of Valdez will purchase this equipment using a Sourcewell Government contract to obtain a 25% discount off the list price, This Peterbilt 567 truck with a stellar hook lift is scheduled to replace a 2009 Peterbilt 367 truck with a stellar hook lift, which will then be auctioned at surplus. This new truck will be given a 12-year life expectancy.

Cost Break down includes:

<u>Item</u>	<u>Cost</u>
Peterbilt/Bobs	\$270,288.00
GCR tires	\$3,238.76
Arcticom Radio	\$837.00
<u>Additional Costs</u>	
Travel	\$750.00
DMV Title & Registration	\$25.00
TOTAL	\$275,138.76



Peterbilt of Alaska - a Craig Taylor Equipment Company

**CUSTOMER PURCHASE ORDER**

**For New & Used Vehicles**

Date: Wednesday, March 22, 2023  
Seller: Peterbilt of Alaska  
Address: 2225 E 4th Ave  
City/State/ZIP: Anchorage, AK 99501

Purchaser: City of Valdez  
Address:  
City/State/Zip:  
Phone/Contact:

I hereby order from you, subject to all terms and conditions contained herein and the ADDITIONAL PROVISIONS printed on the last page of this form, the following equipment for delivery on or about: Q3/4 2023 Build

Stock #:	TBD	Make/Model:	Peterbilt 567	Price:	\$ 192,663.00
VIN:	TBD		Stellar Hooklift		\$ 73,331.00
					\$ 4,294.00
				Unit Price	\$ 270,288.00
				Total Price	\$ 270,288.00
				Total Fees	\$ -
				Total FET	\$ -
				Total Licensing	\$ -
				Warranty	\$ -
				Total	\$ 270,288.00
				TOTAL DUE:	\$ 270,288.00

Sourcewell pricing attached  
Peterbilt of Alaska would like to offer an additional 6.1% discount  
Quote# 2023-0137

If the unpaid balance of cash price stated above is the proceeds of a time payment agreement as noted below, all items and conditions of that agreement are hereto made part of and an attachment to this order by this reference.

USED VEHICLES ARE SOLD "AS IS" WITH NO WARRANTY, unless otherwise certified by Seller in writing.

If a trade-in is delivered to Dealer in a different condition than appraised, or its parts or attachments have been removed or substituted, then it shall be reappraised, and the difference in value shall be paid in cash to Dealer. Purchaser warrants that ownership, and titles of trade-ins are free and clear of all liens and encumbrances except as noted and will pay in cash to Dealer any undisclosed amounts owed. If any such cash adjustment is not paid on demand, purchaser authorizes Dealer to repossess the vehicle.

Purchaser acknowledges receipt of an exact copy of this order, and the additional provisions printed on the last page.

Customer Acceptance

Date

Peterbilt of AK Acceptance

Date

**ADDITIONAL PROVISIONS**

- As used in this Order the terms (a) "seller" shall mean the Dealer to whom this Order is addressed and who shall become a party thereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this order as such on the face hereof, it being understood by Purchaser and Seller that Seller is in no respect the agent of manufacture, that Seller and Purchaser are the sole parties to this order.
- Upon full payment by or delivery to Purchaser said property shall be held and used at his risk, including expenses, loss or damage, taxes, and liabilities of any kind.



# SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE

\*NOVEMBER 2022 REVISION

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 060920

\*DEALER TO FILL IN ALL GREY CELLS

Peterbilt of Alaska		City of Valdez	
		Sourcewell#18918	
PETERBILT MODEL	567	CHASSIS #	TBD
CAB & CHASSIS LIST PRICE	\$280,558	PETERBILT MODEL	SOURCEWELL DISCOUNT
SOURCEWELL DISCOUNT %	25.00%	220/220EV	5.00%
SOURCEWELL DISCOUNT \$	\$70,140	MEDIUM-DUTY 535 - 536 - 537 - 548	15.00%
SOURCEWELL CAB & CHASSIS PRICE	\$210,419	HEAVY-DUTY 365 - 367 - 520 - 520EV - 567 - 579 - 579EV - 389	25.00%
TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES	\$4,294		
BODY PRICE (IF APPLICABLE)	\$73,331		
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES	\$288,044		
Notes: The \$4,294 in Sourced Goods/Services includes flooring, PDI/Make ready, and transport. FOB Valdez.			



BOB'S SERVICES, LLC

2009 SPAR AVENUE

ANCHORAGE, ALASKA 99501

SHOP (907) 276-3221 - FAX (907) 276-1972

## Proposal

Order Number: 0092326

Order Date: 2/4/2023

Salesperson: 0600

Customer Number: 00-PA

## Sold To:

Peterbilt of Alaska  
733 E Whitney Rd  
Anchorage, AK 99501

## Ship To:

Peterbilt of Alaska  
733 E Whitney Rd  
Anchorage, AK 99501

907-276-2020

Confirm To:

Customer P.O.	Ship VIA	Comment	VIN	
		STELLAR PACKAGE VALDEZ	STOCK#	
Item Number	Description	Description	Price	Amount
ST138PKG	1.00	138-18-52 PACKAGE MODIFIED HK	52,642.00	52,642.00
		COMPLETE 138-18-52 HOOKLIFT PACKAGE		
*OPTION 2	1.00	ANCHORAGE INSTALL INCLUDING FREIGHT	17,438.00	17,438.00
MUA20A1008HX3	1.00	A20-A1008-HX3BBPX	3,251.60	3,251.60

Quotes are good for 30 days

\*\* All credit card payments are subject to a service charge of 3.0%

Net Order:	73,331.60
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>73,331.60</b>





## Legislation Text

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**File #:** 23-0147, **Version:** 1

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**ITEM TITLE:**

Approval to Purchase a 2023 CAT 966 Loader from NC Machinery in the Amount of \$417,353.00

**SUBMITTED BY:**

Joe Russell, Interim Public Works Director

**FISCAL NOTES:**

Expenditure Required: \$417,353.00

Unencumbered Balance: \$370,000.00 Budgeted, \$47,353.00 from Major Equipment Fund Balance

Funding Source: 350-0400-58000; Major Equipment Reserve

**RECOMMENDATION:**

Approve the purchase of a 2023 CAT 966 Loader from NC Machinery in the amount of \$417,353.00.

**SUMMARY STATEMENT:**

- Unprecedented inflation has outpaced the budget for this piece of equipment by \$47,353.00 for an exact replacement of current fleet.
- Funds from the Major Equipment Fund Balance in the amount of \$47,353.00 will be used to cover the actual outlay required.

The accumulated fund balance in the Major Equipment Fund is a result of a combination of prior years under budget expenditures and deferred purchase of major equipment.

The 2023 CAT 966 Loader is in the 2023 Major Equipment Schedule for the Streets Department. The equipment will be purchased through the State of Alaska procurement contract in accordance with the 10-year replacement schedule, which fall within the procurement code.

This new 2023 CAT 966 Loader will be replacing a 2013 CAT 966k Loader with 5630 hours that is assigned to the streets department.

The City of Valdez will see a significant price discount by being able to utilize the State of Alaska Purchasing Agreement. Once delivered the 2013 CAT 966K will be sold as surplus. This new 966 will be assigned a 10-year life expectancy.



PURCHASER CITY OF VALDEZ		<SAME>	
STREET ADDRESS ATTN ROB COMSTOCK PO BOX 307			
CITY/STATE VALDEZ, AK	COUNTY VALDEZ-CORDOVA		
POSTAL CODE 99686-0307	PHONE NO. 907 835 4313		
CUSTOMER CONTACT: EQUIPMENT JOE RUSSELL PRODUCT SUPPORT JOE RUSSELL			
INDUSTRY CODE: LOCAL GOVERNMENT (GV93)		PRINCIPAL WORK CODE ACCESS ROAD CONSTRUCTION & MAINT (410)	F.O.B. AT: VALDEZ, AK - DOCKSIDE
CUSTOMER NUMBER 9993003	Sales Tax Exemption # (if applicable) CITY GOVERNMENT		CUSTOMER PO NUMBER
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>		NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE <input type="checkbox"/> LKE Assignment <input type="checkbox"/>
CASH WITH ORDER \$0.00	BALANCE TO FINANCE	INTEREST RATE	
PAYMENT PERIOD	PAYMENT AMOUNT	NUMBER OF PAYMENTS	OPTIONAL BUY-OUT
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 966-BR	YEAR: 2023	
STOCK NUMBER: TBD - NEW	SERIAL NUMBER: TBD - NEW	SMU: TBA	
966 14A WHEEL LOADER	545-7238	BASIC FENDERS, FRONT W/REAR EXTN	550-3416
STANDARD PACKAGE	548-1289	FUSION QUICK COUPLER	617-6383
STANDARD LIFT LINKAGE	573-6534	REVERSING STROBE LIGHTS	569-4049
STANDARD COUNTERWEIGHT	574-7614	SERVICE/ACCESS LIGHTS	548-1310
AXLES, AUTO FRONT / AUTO REAR	573-6517	POWERTRAIN GUARD	548-9727
2 VALVE HYDRAULICS WITH RIDE CONTROL	573-6486	BLANK FUSION PLAT BACK HOOKS	315-6309
COLD STARTING PKG, (120V)	548-1315		
PREMIUM LED LIGHT PKG	573-6529	PREP PER SEF2294 BID SPEC	
DELUXE CAB PKG WITH STEERING JOYSTICK	558-7419	WINTER ENGINE COVER	
IMPLEMENT LEVERS	536-1589	1 PAPER SET OF PARTS AND SERVICE MANUALS	
STANDARD JOYSTICK STEERING SYSTEM	574-7631	WHELEN AKDOT STROBE KIT PER SEF2294	
PRODUCT LINK, DUAL PLB683	558-7515	FREIGHT FROM FACTORY, FOB VALDEZ, AK	
PAYLOAD ASSIST	558-7457	5 YEAR / 5000 HR POWERTRAIN+HYD WARRANTY -TECHNICIAN TRAVEL TIME & MILEAGE NOT INCLUDED	
TIRES, 26.5R25 BRIDGESTONE VJT * L3	475-6250		
TURBINE AIR INLET PRECLEANER	365-0220		
TRADE-IN EQUIPMENT		SELL PRICE	\$417,353.00
MODEL: _____ YEAR: _____ SN: _____		NET BALANCE DUE	\$417,353.00
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____		BALANCE	\$417,353.00
MODEL: _____ YEAR: _____ SN: _____			
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____			
MODEL: _____ YEAR: _____ SN: _____			
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____			
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY		<input type="checkbox"/> USED EQUIPMENT WARRANTY	
INITIAL _____		INITIAL _____	
The customer acknowledges that he has received a copy of the /Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 1 YEAR NEW CAT WARRANTY - TECHNICIAN TRAVEL TIME & MILEAGE NOT INCLUDED 5 YEAR / 5000 HOUR CAT PT + HYD WARRANTY - TECHNICIAN TRAVEL TIME & MILEAGE NOT INCLUDED		All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable: _____ _____ _____	
CSA:			
NOTES: ACK QUOTE BASED ON ALASKA DOT HIGHWAY WHEEL LOADER CONTRACT DISCOUNT - CONTRACT# CA2294. PLEASE NOTE CITY OF VALDEZ'S SPEC AND OPTIONS ARE NOT THE SAME AS AKDOT SPEC AND OPTIONS. SO TOTAL PRICE IS DIFFERENT THAN THAT SHOWN ON AKDOT CA2294 CONTRACT.			

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY

Fisher, Steven

REPRESENTATIVE

APPROVED AND ACCEPTED ON  
CITY OF VALDEZ

PURCHASER

BY

PURCHASER

PRINT NAME AND TITLE

SIGNATURE

:





## Legislation Text

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**File #:** 23-0148, **Version:** 1

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**ITEM TITLE:**

Approval of Contract Amendment #4 with PND Engineers, INC for the H-K Major Reconstruction Project in the amount of \$360,308.00

**SUBMITTED BY:** Austin Rake, Capital Facilities Manager

**FISCAL NOTES:**

Expenditure Required: \$360,308.00  
Unencumbered Balance: \$5,094,108.00  
Funding Source: 310-6441-58000

**RECOMMENDATION:**

Approve contract amendment #4 with PND Engineers, INC for the H-K Major Reconstruction project in the amount of \$360,308.00.

**SUMMARY STATEMENT:**

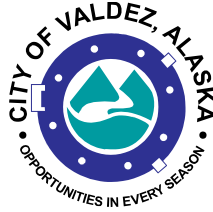
Contract Amendment 4 includes additional costs for the following tasks:

- Redesign efforts associated with H-K float layout modifications.
- Construction administration and home office support, also includes inspection services at the float manufacturing facility in Woodinville, WA.
- Inclusion of harbor utility design work, this task was included in the original proposal, but total contract amount did not include proposed value.
- Extension of project duration and manufacturer coordination efforts.
- Addition of on-site inspection services from PND staff during active construction.

Previous Contract Amendment's 1-3 included the following:

- CA #1: Reallocation of \$55,000.00 from Task Item 16 - "Geotechnical Investigation" to Task Item 6 - "Launch Ramp Design".
- CA #2: Reallocate \$64,370.00 to Task 7- "H-K Replacement Design" and \$49,470.00 to Task 8 -"Tour Dock Replacement Design" out of the unused Task 16 - "Geotechnical Investigation" line item.
- CA #3: Hiring Taku Engineering as a subconsultant to design replacement diesel and gasoline

pipng from southern gangway to the fuel float in the Valdez Small Boat Harbor in the amount of \$23,979.00



**City of Valdez  
Contract Amendment #4**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and PND Engineers, INC (“Consultant”), is to the following AGREEMENT dated the 29th day of March, 2023:

**Project: Valdez SBH H-K Major Reconstruction**

**Project No: 20-310-6441**

**Contract No.: 1791**

**Cost Code: 310-6441-58000**

Consultant’s project manager under this agreement is Chip Courtright.

City’s project manager is Austin Rake.

**ARTICLE 1. Justification**

The above referenced AGREEMENT requires modification due to the following requirements or conditions: Contract Amendment 4 includes additional costs for the following tasks: Redesign efforts associated with H-K float layout modifications, construction administration and home office support including inspection services at float manufacturing facility, on-site inspection services from PND staff during active construction, extension of project duration and manufacturer coordination efforts, as well as inclusion of harbor utility design work shown on the original proposal.

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

Scope of work and/or Period of Performance to the above referenced AGREEMENT shall be modified as specified in Appendix A and B, which is hereby incorporated by this reference.

**ARTICLE 3. Compensation**

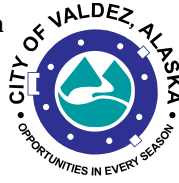
Original amount of the AGREEMENT: \$734,663.00

Amount Changed by previously authorized Amendment: \$23,979.00

AGREEMENT Amount prior to this Amendment: \$758,642.00

Amount of this Amendment: \$360,308.00

New total AGREEMENT amount including this Amendment: \$1,118,950.00



**ARTICLE 4. Extent of Agreement:**

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

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

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

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

**PND Engineers, INC**

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
**Name of Company Rep Authorized to Sign**

\_\_\_\_\_  
**Sharon Scheidt, Mayor**

**BY:** \_\_\_\_\_

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

**TITLE:** \_\_\_\_\_

**ATTEST:**

**DATE:** \_\_\_\_\_

**FEDERAL ID #:** \_\_\_\_\_

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

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

\_\_\_\_\_  
**Signature of Company Secretary or Attest**

\_\_\_\_\_  
**Mark Detter, City Manager**

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

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

**RECOMMENDED:**

\_\_\_\_\_  
**Nathan Duval, Capital Facilities Director**

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



March 28, 2023

PND 211100

Mr. Austin Rake  
Project Manager  
City of Valdez – Capital Facilities Dept  
P.O. Box 307  
300 Airport Road, Suite 201  
Valdez, Alaska 99686

Subject: Valdez Harbor –Revised H-K Detailed Design and CMGC Corrections REV 1

Dear Mr. Rake:

PND Engineers, Inc. (PND) appreciates the continued opportunity to provide engineering services to the City of Valdez (City) for the Small Boat Harbor (SBH) H-K Major Reconstruction project. This proposal covers the design fees associated with the following:

1. Redesign efforts associated to the City directed float layout modification of the H-K floats.
2. Changes to the project duration and change from Design-Bid-Build (DBB) to CM/GC project delivery method.
  - a. Original proposal assumed design work would be completed in late 2021. The extension of the project timeline and shift to CM/GC delivery method have increased project management and coordination efforts assumed in the original contract and proposal.
3. Construction Administration (CA) and Home Office Support.
  - a. Some project components have shifted into procurement, fabrication and construction phases. The original engineering services contract and referenced PND proposal excluded all CA, inspection and project closeout task (task 10-13)
4. Harbor Utilities Design at Floats to Remain
  - a. This task was included in original contract scope (tasks 1-9 and 14-17) but the total contract amount did not include proposed value.
5. Inclusion of inspection of the float fabrication facility and onsite construction activities.

PND's proposed amendments to the existing agreement for professional services, Contract No. 1791 is as follows:

**Amend Task 07 – H-K Replacement Design**

Increase total not to exceed value by \$35,350, see attached fee breakdown.

*Fee basis: Lump Sum, Fixed Fee*

**Addition of Task 19: CMGC Project Management and Coordination**

Addition of \$31,080 to new Task 19: CMGC Project Management and Coordination, see attached fee breakdown.

*Fee basis: Time and Materials*

**Inclusion of Task 11 – Construction Administration and Home Office Support**

Inclusion of \$85,050 from original proposal and an additional \$32,425 to include inspection services at the float fabrication facility in Woodinville, WA. Inspections frequency is expected to be twice weekly during the early phases of fabrication and ramp down if quality and workmanship allows.

*Fee basis: Time and Materials*

**Addition of Construction Inspection**

Onsite engineer inspections during the pile driving, float installation, gangway installations and structural modifications to the trestles. Based correspondence with the contractor, the expected duration of these activities is approximately 10 weeks. Additional full time onsite inspection \$130,773.

*Fee basis: Time and Materials*

**Inclusion of Task 17 – Harbor Utilities Design at Floats to Remain**

Inclusion of \$45,630 from original proposal. This work has been in progress and PND has billed \$15,971 under this task to date. Reference original contract and proposal.

*Fee basis: Lump Sum, Fixed Fee*

**Deliverable Schedule**

Stamped drawings for H-K and Tour Dock improvement – May 5, 2023

Please see the attached detailed summary of PND's fee proposal to complete the work.

Feel free to contact us anytime if you have further questions or concerns. We look forward to working with you on this project.

Sincerely,  
PND Engineers, Inc.



Doug Kenley, P.E.  
Vice President



Chip Courtright, P.E., S.E.  
Principal

Attachments:  
PND Fee Breakdown



TASK	Senior Eng. VII	Senior Eng. VI	Senior Eng. V	Senior Eng. I	Staff Eng. V	Env. Scst. III	Senior Land Surv. III	Senior Land Surv. II	CAD Designer VI	Subtotal PND	Subs.	Expense.	Total
<b>PND Base Wage Rate</b>	<b>\$210.00</b>	<b>\$195.00</b>	<b>\$175.00</b>	<b>\$135.00</b>	<b>\$125.00</b>	<b>\$135.00</b>	<b>\$130.00</b>	<b>\$120.00</b>	<b>\$125.00</b>	<b>Labor</b>			
<b>7 - H-K Re-Design</b>													
Layout Drafting and Coordination	4	10			10				30	\$7,790			\$7,790
Structural Design	4	10			50				30	\$12,790			\$12,790
Floatation Design		8			30				10	\$6,560			\$6,560
Utility Coordination and Detailed Design	6	10			40					\$8,210			\$8,210
<i>Subtotal Hrs</i>	<i>14</i>	<i>38</i>	<i>0</i>	<i>0</i>	<i>130</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>70</i>				<i>252</i>
<i>Subtotal \$</i>	<i>\$2,940</i>	<i>\$7,410</i>	<i>\$0</i>	<i>\$0</i>	<i>\$16,250</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$8,750</i>	<i>\$35,350</i>	<i>\$0</i>	<i>\$0</i>	<b>\$35,350</b>
<b>19 - Project Management and Coordination</b>													
Weekly CMGC team meetings (Oct 22' - May 24')	30	52								\$16,440			\$16,440
Contractor/Fabricator Coordination	14	60								\$14,640			\$14,640
<i>Subtotal Hrs</i>	<i>44</i>	<i>112</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>				<i>156</i>
<i>Subtotal \$</i>	<i>\$9,240</i>	<i>\$21,840</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$31,080</i>	<i>\$0</i>	<i>\$0</i>	<b>\$31,080</b>
<b>3 -Construction Administration - Float Fabrication Inspections</b>													
Design Review and Coordination with Float Manufacturer			6	200						\$28,050			\$28,050
Submittal Review			25							\$4,375			\$4,375
<i>Subtotal Hrs</i>	<i>0</i>	<i>0</i>	<i>31</i>	<i>200</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>				<i>231</i>
<i>Subtotal \$</i>	<i>\$0</i>	<i>\$0</i>	<i>\$5,425</i>	<i>\$27,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$32,425</i>	<i>\$0</i>	<i>\$0</i>	<b>\$32,425</b>
<b>4 -Construction Inspection</b>													
Onsite Inspections (10 weeks @ 7/12 shift)				840						\$113,400		\$17,373	\$130,773
<i>Subtotal Hrs</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>840</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>				<i>840</i>
<i>Subtotal \$</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$113,400</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$113,400</i>	<i>\$0</i>	<i>\$17,373</i>	<b>\$130,773</b>
<b>Total Design Hours</b>													
<b>Total Design \$</b>	<b>58</b>	<b>150</b>	<b>31</b>	<b>1040</b>	<b>130</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>70</b>				<b>1479</b>
	<b>\$12,180</b>	<b>\$29,250</b>	<b>\$5,425</b>	<b>\$140,400</b>	<b>\$16,250</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,750</b>	<b>\$212,255</b>	<b>\$0</b>	<b>\$17,373</b>	<b>\$229,628</b>

Additional PND Direct Labor	\$212,255
Inclusions of additional tasks from original proposal	\$130,680
Expenses	\$17,373
<b>Total Additions Cost</b>	<b>\$360,308</b>
Previous Contract Amount	\$758,642
<b>New Contract Amount</b>	<b>\$1,118,950</b>



## Legislation Text

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**File #:** 23-0133, **Version:** 1

---

**ITEM TITLE:**

Approval of the 2023 Renewal of the Certificate of Public Convenience and Necessity for Valdez Yellow Cab

**SUBMITTED BY:** Elise Sorum-Birk, Deputy City Clerk

**FISCAL NOTES:**

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

**RECOMMENDATION:**

The Ports & Harbors Commission recommends approval.

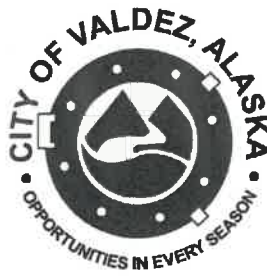
**SUMMARY STATEMENT:**

In accordance with Chapter 5.16 of the Valdez Municipal Code, Valdez Yellow Cab has applied for the annual renewal of their Certificate of Public Convenience and Necessity (taxi cab license) to the City Clerk's Office. Their current Certificate expired December 31, 2022.

Section 5.16.050 of the Code requires a renewal recommendation from the Ports & Harbors Commission (formerly the Transportation Commission) to be forwarded to the City Council. The Ports & Harbors Commission reviewed this application at their regular meeting on March 20, 2023 and has forwarded to City Council their recommendation for its approval.

Valdez Yellow Cab's 2023 renewal application (attached) includes three vehicles and three drivers to be authorized under their new Certificate, once approved.

The company may add or remove vehicles and drivers to their Certificate throughout the year by providing proper required documentation to the City Clerk's office, to include vehicle permits/inspections/insurance and copies of chauffeur's licenses. There is no cost to add vehicles or drivers and a new paper certificate is issued each time a change is made. Additions do not change the expiration date of the Certificate.



# Certificate of Public Convenience and Necessity

## Renewal Application Check List

Submit all documents in one package by established deadline.

Receipt for Renewal Application Fee (\$100)		
Are there proposed changes to rates/fares? (Yes or No) - copy on File Updated in 7/2022		NO
Updated State of Alaska business registration - copy on file expires 12/2022		YES ✓ ESB received 1/17/23
Updated City of Valdez business registration - copy on file expires 12/2022		YES ✓ ESB received 1/17/23
Copy of Company Liability Insurance Certificate (with City of Valdez named as additional insured) – copy on file current through 11/2023		X
Have there been any changes to drivers? (Yes or No)		NO
Drivers on file are: Carol White, Berryl Smith, Gail Johnson		
Copies of Chauffeur's License for each driver:	Carol White – copy on file current through 12/2024	X
	Gail Johnson – copy on file current through 12/2024	X
	Berryl Smith – copy on file expires 12/2022	2 pending ✓ ESB received 2/13/23
	Additional Driver?(If no -mark N/A)	NA
Have there been any changes to vehicles listed? (Yes or No)		YES
Vehicles on file are: Dodge Grand Caravan (JLE774), Ford Focus (JHX213), Dodge Caravan SE (LFE447)		deleted Dodge Caravan

Added 2022 Chevy Equinox  
see inspection  
in packet

<b>Dodge Grand Caravan (JLE774)</b>	Vehicle for Hire Permit	✓	<i>Received 2/13/23 ESB</i> <i>Received 2/13/23 ESB</i>
	Hire Vehicle Inspection Form (Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal)	✓	
	Current Vehicle Insurance <b>Copy on file expired 8/15/2022</b>	✓	
<b>Ford Focus (JHX213)</b>	Vehicle for Hire Permit	✓	<i>Received 1/17/23 ESB updated 2/10</i>
	Hire Vehicle Inspection Form (Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal)	✓	
	Current Vehicle Insurance <b>Copy on file expired 8/15/2022</b>	✓	
<del><b>Dodge Caravan SE (LFE447)</b></del> <i>removed from MR</i>	<del>Vehicle for Hire Permit</del>	<del>X</del>	<i>Vehicle removed per Gail Johnson</i>
	<del>Hire Vehicle Inspection Form (Must be complete &amp; signed by Inspecting Officer with all issues resolved prior to submittal)</del>	<del>X</del>	
	<del>Current Vehicle Insurance <b>Copy on file expires 2/6/2023</b></del>	<del>X</del>	
<b>Additional Vehicle? (If no - mark N/A)</b> <i>Chery Equinox KHV136</i>	Vehicle for Hire Permit	✓	<i>Received 2/13/23 ESB</i> <i>Received 1/17/23 ESB</i> <i>Received 1/17/23 ESB</i>
	Hire Vehicle Inspection Form (Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal)	✓	
	Current Vehicle Insurance	✓	

**For Clerk's Office Use Only**

Date application and supporting documentation submitted: 2/13/23  
Date application verified as complete, to include policy expiration dates: 2/13/23  
Meeting date application sent to City Ports & Harbor Commission: \_\_\_\_\_  
Approved/Disapproved (Circle One) \_\_\_\_\_  
Meeting date application sent to City Council: \_\_\_\_\_ Approved/Disapproved (Circle One) \_\_\_\_\_  
Date Public Convenience and Necessity Certificate Issued: \_\_\_\_\_  
Date Notification of Disapproval Given to Owner (if applicable): \_\_\_\_\_

Received

JAN 17 2023

City of Valdez



# CITY OF VALDEZ 2023 BUSINESS REGISTRATION

## Valdez Yellow Cab

City: Valdez  
State / Province: Alaska  
Postal / Zip Code: 99686

Owner: Gail Johnson

**BUSINESS DESCRIPTION:** Taxi service  
**BUSINESS TYPE:** transportation

**APPROVED BY:**

*Kate Hulen*

**VALID FROM:** Sunday, January 1, 2023  
**EXPIRES:** 12/31/2023  
**COV Business ID:** 2023-317

*This license is non-transferable and is issued in compliance with the City of Valdez, AK per Valdez Municipal Code 5.04.*

### ISSUED BY

City of Valdez  
Planning Department  
212 Chenega Ave

PO Box 307  
Valdez, AK 99686

[planningdept@valdezak.gov](mailto:planningdept@valdezak.gov)  
Phone: 907-834-3401

Alaska Business License # 739897

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

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

This is to certify that

**VALDEZ YELLOW CAB****Received**

JAN 17 2023

owned by

GAIL M JOHNSON

**City of Valdez**

is licensed by the department to conduct business for the period

December 28, 2022 to December 31, 2024  
 for the following line(s) of business:

48 - Transportation and Warehousing

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

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

Julie Sande  
 Commissioner





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ALASKA PREMIER UNDERWRITERS 2028 E NORTHERN LIGHTS BLVD SUITE 202 ANCHORAGE, AK 99508-4150  54006	CONTACT NAME: <b>GAIL JOHNSON</b>	
	PHONE (A/C, No, Ext) [REDACTED] FAX (A/C, No):	
	Email Address:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: NATIONAL CASUALTY COMPANY	11991
INSURED VALDEZ YELLOW CAB GAIL JOHNSON PO BOX 996 VALDEZ, AK 99686	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS -MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED. EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG. \$
	<input type="checkbox"/> OTHER						\$
A	<b>AUTOMOBILE LIABILITY</b>			QP01381122	11/3/2022	11/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	ANY AUTO	X					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	X					BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS - MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH - ER <input type="checkbox"/>
	ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EACH EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
TAXI OPERATOR/100 MILE RADIUS OF VALDEZ, AK/2007 NISSAN  
S#102003/CANCELLATION PER FORM IL0280-30 DAYS WITH 20 FOR NONPAYMENT

<b>CERTIFICATE HOLDER</b> CITY OF VALDEZ PO BOX 307 VALDEZ, AK 99686	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Lisa M. Marshall</i>
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City of Valdez, Alaska  
2023 FOR HIRE VEHICLE PERMIT

Received

FEB 13 2023

City of Valdez

Registered Owner of Vehicle

Name: Beryl J.E. Smith

Address: [REDACTED]

Owner of Certificate of Public Convenience:

Name: Gail Johnson

Address: [REDACTED]

Vehicle License No: ~~8X8XX4~~ JLG774

VIN#: [REDACTED]

Make: Dodge

Model: Caravan

Color: White

Insurance Company: Hartford

Policy#: [REDACTED]

Vehicle Inspected by: Spittler, Jeremiah

Date of Inspection: 2-11-23

Signature of Registered Owner: [Signature]

Signature of Holder of Certificate of Public Convenience: [Signature]

Permit issued on 2/13/23

Authorized By: [Signature]

Bart Hinkle, Chief of Police



FEB 13 2023

## City of Valdez

City of Valdez

## 2023 FOR HIRE VEHICLE INSPECTION

COMPANY: Valdez Yellow Cab FOR HIRE VEHICLE ID# 774ADDRESS: [REDACTED] Valdez, AK 99686 TELEPHONE# [REDACTED]REGISTERED OWNER OF VEHICLE: Berry J.E. SmithVEHICLE MAKE Dodge MODEL Caravan YEAR 2013VEHICLE LICENSE# JLG774 VIN# [REDACTED]INSPECTING OFFICER: Spittler DATE OF INSPECTION: 2-11-23

ITEM	GOOD	FAIR	NEEDS REPAIR	REMARKS OR INSTRUCTIONS
Head Lights	✓			
Tail Lights	✓			
Brake Lights	✓			
Emergency Flashers	✓			
Back Up Lights	✓			
Turn Signals	✓			
Top "Taxi" Light				<u>Not Mounted</u>
Interior Light	✓			
Horn	✓			
Windshield Wipers	✓			
Exhaust System	✓			
Tires	✓			
Vehicle Marked	✓			
Proper Lettering	✓			
License Plate Light	✓			
Steering	✓			
Brakes	✓			
Interior Conditions	✓			



# STATE OF ALASKA LIABILITY INSURANCE IDENTIFICATION CARD

**INSURED:** Beryl J E Smith  
P O Box 1329  
Valdez, AK 99686-1329

**POLICY NUMBER:** 55PHH969808

**EFFECTIVE DATE:** 02/06/2023, 12:01AM

**EXPIRATION DATE:** 02/06/2024, 12:01AM

**YEAR/MAKE/MODEL:** 2013 Dodge Grand Caravan SE

**VIN:** 2C4RDGBG2DR599865

**HARTFORD INSURER:** Hartford Insurance Company of the Midwest  
4040 Vincennes Circle  
Indianapolis, IN 46268

Received

FEB 13 2023

City of Valdez

**KEEP THIS CARD IN YOUR VEHICLE AT ALL TIMES.** Not valid for more than one year from the effective date. Coverage meets minimum liability required by law.

**INSTRUCTIONS:** 1) Remove decal by bending paper along dotted line.  
2) Lift edge of decal and slowly peel.  
3) See back side for application instructions.

VEHICLE DESCRIPTION		
MAKE	DODG	
MODEL	CVN	
YEAR	2013	
BODY	VP	
COLOR	WHI	
WEIGHT	03600	
UNIT NO.		
FEES		
REGISTRATION		100.00
SPECIAL PLATE		0.00
LOCAL TAX		0.00
INSPECTION		0.00
MISC. FEE		0.00
TOTAL		100.00

FormAKR601

88549-178



DIVISION OF MOTOR VEHICLES

STATE OF ALASKA — VEHICLE REGISTRATION

EXPIRES LAST DAY OF LICENSE NO. CLASS DATE  
AUG 2024 JLG774 10 09/01/2022

VEHICLE IDENTIFICATION NUMBER LIENHOLDER  
NONE

OWNER(S)  
BERYL JIMELSA ELLEN SMITH

RESIDENCE ADDRESS

RESIDENCE CITY, ST ZIP  
VALDEZ AK 99686

VALDEZ AK 99686



Cut Along the Dotted Line

### Alaska Insurance Identification Card

**2022 CHEV EQUINOX**

**Vehicle ID No.** [REDACTED]

Policy Number	Effective Date	Expiration Date
[REDACTED]	02/15/23	08/15/23

**Named** Carol Elaine White

**Insured(s)** Harry Davis White

**GEICO**

FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE

**2022 CHEV EQUINOX**

**Additional Drivers**

Received

FEB 09 2024

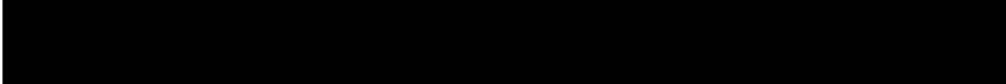
City of Valdez

\*200021455659963750072007020\*

City of Valdez, Alaska  
2023 FOR HIRE VEHICLE PERMIT

Registered Owner of Vehicle

Name: Carol White

Address: 

Owner of Certificate of Public Convenience:

Name: GAIL M. JOHNSON

Address: POB 996, Valdez, AK 99686

Vehicle License No: K41V136/T996513

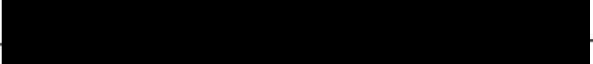
VIN#: 

Make: CHEVY

Model: EQUINOX

Color: Slate Grey

Insurance Company: GEICO

Policy#: 

Vehicle Inspected by: Officer Plonker

Date of Inspection: 11/19/2022

Signature of Registered Owner: Carol White

Signature of Holder of Certificate of Public Convenience: [Signature]

Permit issued on 2/13/23

Authorized By: [Signature]

Bart Hinkle, Chief of Police

**CITY OF VALDEZ  
FOR HIRE VEHICLE INSPECTION**

**Received**

**JAN 17 2023**

**City of Valdez**

Company: Valdez Yellow Cab

FOR HIRE VEHICLE ID#:                     

ADDRESS: [REDACTED]

TELEPHONE #: [REDACTED]

REGISTERED OWNER OF VEHICLE: Carol White

VEHICLE MAKE: CHEV

MODEL: EQUINOX

VEHICLE YEAR: 2022

VEHICLE LICENSE #: KHV136/T996513

VEHICLE VIN #: [REDACTED]

INSPECTING OFFICER: GONDEK

DATE OF INSPECTION: 11-19-22

ITEM	GOOD	FAIR	NEEDS REPAIR	REMARKS OR INSTRUCTIONS
Head Lights	✓			
Tail Lights	✓			
Brake Lights	✓			
Emergency Flashers	✓			
Back Up Lights	✓			
Turn Signals	✓			
Top "Taxi" Light				N/A
Interior Light	✓			
Horn	✓			
Windshied Wipers	✓			
Exhaust System	✓			
Tires	✓			
Vehicle Marked				N/A
Proper Lettering				N/A
License Plate Light	✓			
Steering	✓			
Brakes	✓			
Interior Condition	✓			

Cut Along the Dotted Line

9621

# Alaska Insurance Identification Card

**2004 FORD FOCUS SE**

Vehicle ID No. [REDACTED]

Policy Number	Effective Date	Expiration Date
[REDACTED]	2/15/23	08/15/23

Named Carol Elaine White

Insured(s) Harry Davis White

**GEICO.**

FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE

**2004 FORD FOCUS SE**

Additional Drivers

Received  
FEB 09 2023  
City of Valdez

City of Valdez, Alaska  
2023 FOR HIRE VEHICLE PERMIT

Received

FEB 13 2023

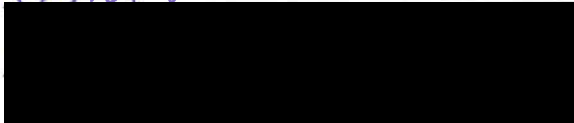
City of Valdez

Registered Owner of Vehicle

Name:

Carol White

Address:



Owner of Certificate of Public Convenience:

Name:

Carol M. Johnson

Address:



Vehicle License No:

JHX 213

VIN#:



Make:

FORD

Model:

Focus

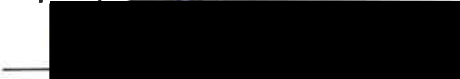
Color:

NAVY blue

Insurance Company:

GEICO

Policy#



Vehicle Inspected by:

Officer Spittler

Date of Inspection:

2/10/2023

Signature of Registered Owner:

Carol White

Signature of Holder of Certificate of Public Convenience:

[Signature]

Permit issued on

2/13/23

Authorized By:

[Signature]

Bart Hinkle, Chief of Police



# City of Valdez

## 2023 FOR HIRE VEHICLE INSPECTION

COMPANY: Valdez Yellow Cab FOR HIRE VEHICLE ID# [REDACTED]

ADDRESS: [REDACTED] TELEPHONE# [REDACTED]

REGISTERED OWNER OF VEHICLE: Carol White [REDACTED]

VEHICLE MAKE Ford MODEL Focus YEAR 2004

VEHICLE LICENSE# JHA 213 VIN# [REDACTED]

INSPECTING OFFICER: Spittler DATE OF INSPECTION: 02-10-23

Received

ITEM	GOOD	FAIR	NEEDS REPAIR	REMARKS OR INSTRUCTIONS
Head Lights	✓			
Tail Lights	✓			
Brake Lights	✓			
Emergency Flashers	✓			
Back Up Lights	✓			
Turn Signals	✓			
Top "Taxi" Light				Not mounted
Interior Light	✓			
Horn	✓			
Windshield Wipers	✓			
Exhaust System	✓			
Tires	✓			
Vehicle Marked		✓		
Proper Lettering		✓		
License Plate Light				Inop.
Steering	✓			
Brakes	✓			
Interior Conditions		✓		





## Legislation Text

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**File #:** 23-0149, **Version:** 1

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**ITEM TITLE:**

Approval of Cooperative Resource Management Agreement for the Mineral Creek Trails on State (DNR) Land - ADL 234033

**SUBMITTED BY:** Paul Nylund - Senior Planner/GIS Technician

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Approve Cooperative Resource Management Agreement for Mineral Creek Trails on State (DNR) Land - ADL 234033

**SUMMARY STATEMENT:**

The State of Alaska Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW) South Central Regional Land Office has issued a Regional Manager's Decision in regard to ADL 234033, which authorizes the formation of a Cooperative Resource Management Agreement (CRMA) with the City of Valdez. This agreement will allow the City of Valdez to manage approximately 80 acres of state land located in the Mineral Creek canyon area as outlined in Valdez Municipal Code 12.08.010. This is the way it has been managed since 2002, as nonmotorized.

This CRMA is the result of a yearlong process to rectify the issue summarized here:

Spurred by a complaint by a member of the public about the restriction of motorized access on groomed x-country ski trails on lands controlled by the State of Alaska in the Mineral Creek area, the DNR looked into the land management history and status of this area. The AK DNR determined that its non-objection issued in 2002 to the City of Valdez's request to restrict motorized access (then codified in VMC 12.08.010) was not subject to a full public DNR process at the time it was issued. The DNR then rescinded its letter of non-objection from 2002, and the City of Valdez applied for a CRMA in order to have the authority to continue managing the land in question in accordance with city code. The application was subjected to the standard public process that the DNR undergoes for all of its land use agreements, and an administrative decision was issued.

The Regional Manager's Decision has been issued by the DNR outlining and the CRMA document is

ready for signatures. Pending approval by Council, the Mayor will sign, and this agreement will go into effect on April 20<sup>th</sup>, 2023. It will be effective for 50 years, expiring on September 20, 2073. The City of Valdez will be responsible for providing a survey of the CRMA boundary within five years.

STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER  
SOUTHCENTRAL REGIONAL LAND OFFICE

ADL 234033  
Cooperative Resource Management Agreement  
For the Mineral Creek Trails

The Department of Natural Resources, Division of Mining, Land and Water, Southcentral Regional Land Office, whose address is 550 West 7<sup>th</sup> Avenue, Suite 900C, Anchorage, AK 99501, hereafter referred to as the Assignor, assigns to the City of Valdez, whose address 212 Chenega Avenue, Valdez, AK 99686, hereafter referred to as Assignee, use of a parcel of state land for the use, operation, and maintenance of Mineral Creek Trails area pursuant to Valdez Municipal Code 12.08.010;

Within Sections 30 and 31 Township 8 South, Range 6 West, Copper River Meridian, in the Valdez Recording District, as further depicted on the attached location diagram.

The Assignee may use the surface estate as specified in the development plan subject to update and approval by the Assignor, attached and made part of this document as Attachment B, subject to the terms, conditions, and stipulations attached to and made part of this document as Attachment A. The right of the Assignee or Assignee's contractor(s) and subcontractor(s) to construct, maintain, or improve and remove infrastructure related to the management of recreational ski trails is limited to those expressly stated in the approved development plan. The right to grant or permit third party interests or to otherwise subdivide, sell, lease, exchange, transfer, covenant, zone, bind, obligate, pledge, encumber or otherwise alter the title of the property is expressly reserved to the Assignor.

This agreement is subject to the terms, conditions, and stipulations included as Attachment A.

This Cooperative Resource Management Agreement (CRMA) is made effective on the signature date of the Assignor. This CRMA will remain in effect until 11:59 PM September 20, 2073, Lands that are in excess of the Assignee's needs shall be returned to the Assignor upon determination by the Assignor that the site has been rehabilitated.

## ASSIGNOR

\_\_\_\_\_  
AJ Wait, Natural Resource Manager 2  
Southcentral Regional Land Office

United States of America                    )  
State of Alaska                                )  
\_\_\_\_\_ Judicial District                    )

This is to certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to be known and known by me to be the person named in and who executed said document and acknowledged voluntarily signing the same. In testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My commission expires with office

## ASSIGNEE

\_\_\_\_\_  
Sharon Scheidt, Mayor  
City of Valdez

United States of America                    )  
State of Alaska                                )  
\_\_\_\_\_ Judicial District                    )

This is to certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to be known and known by me to be the person named in and who executed said document and acknowledged voluntarily signing the same. In testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My commission expires with office

## **Attachment A - Stipulations**

1. **Authorized Officer:** The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.
2. **Change of Contact Information:** The Assignee shall maintain current contact information with the AO. Any change of contact information must be submitted in writing to the AO.
3. **Valid Existing Rights:** This agreement is subject to all valid existing rights and reservations in and to the authorized area. The Assignor makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
4. **Preference Right:** No preference right for subsequent assignments is granted or implied by this assignment.
5. **Inspections:** The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If the Assignee is found to be in noncompliance, the authorized area may be subject to reinspection. The Assignee may be charged for actual expenses of any inspection.
6. **Restriction of Public Access:** The Assignee may manage these lands pursuant to relevant portions of Valdez Municipal Code governing Mineral Creek Trail usage. This includes managing the lands as a ski area which may necessitate prohibiting or restricting certain motorized and non-motorized uses which may present conflicts.
7. **Public Trust Doctrine:** The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This assignment is subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The AO reserves the right to grant other interests consistent with the Public Trust Doctrine.
8. **Alaska Historic Preservation Act:** The Alaska Historic Preservation Act, AS 41.35.200, prohibits the appropriation, excavation, removal, injury, or destruction of any state-owned historic, prehistoric, archaeological or paleontological site without written approval from the DNR Commissioner. Should any sites be discovered, the Assignee shall cease any activities that may cause damage and immediately contact the AO and the Office of History and Archaeology in the Division of Parks and Recreation.
9. **Compliance with Government Requirements:** The Assignee shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this assignment. The Assignee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.

10. **Incurred Expenses:** The Assignor shall in no way be held liable for expenses incurred by the Assignee connected with the activities directly or indirectly related to this assignment.

11. **Waiver of Forbearance:** Any failure on the part of the AO to enforce the terms of this assignment, or the waiver of any right under this assignment by the Assignee, unless in writing, shall not discharge or invalidate the assignment of such terms. No forbearance or written waiver affects the right of the AO to enforce any terms in the event of any subsequent violations of terms of this assignment.

12. **Severability Clause:** If any clause or provision of this assignment is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the Assignor and the Assignee agree that the remainder of this assignment will not be affected, and in lieu of each clause or provision of this assignment that is illegal, invalid, or unenforceable, there will be added as a part of this assignment a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

13. **Transfer of Assignment:** This assignment shall not be transferred, assigned or sublet.

14. **Indemnification:** In connection with the entry on or use of these lands, subject to the limitations and provision of AS 09.50.250-270 and AS 37.05.170, the Assignee shall ensure that its contractors and subcontractors shall indemnify, save harmless, and defend the State, its agents and its employees from any and all claims or actions for injuries sustained by any person or property arising directly or indirectly from the construction of the contractor's performance of the contract, except when the sole proximate cause of the injury or damage is the State's negligence.

15. **Fuel and Hazardous Substances:** No fuel or hazardous substances are to be stored on state land. Prior written approval from the AO is required for a change in this restriction and may include additional stipulations and/or a change in the amount required for the performance guaranty. During equipment maintenance operations, the site shall be protected from leaking or dripping hazardous substances or fuel. The Grantee shall place drip pans or other surface liners designed to catch and hold fluids under the equipment or develop a maintenance area by using an impermeable liner or other suitable containment mechanism. a) "Surface liner" means any safe, non-permeable container (e.g., drips pans, fold-a-tanks, etc.) designed to catch and hold fluids for the purpose of preventing spills. Surface liners should be of adequate size and volume based on worst-case spill risk.

16. **Insurance:** Insurance is not required. The provisions of this assignment shall not prejudice the State's right to obtain remedy under any law or regulation.

17. **Relinquishment:** The Assignee will provide written notification to the Assignor of their intent to cease use of lands described herein. Notification shall be given a minimum of 90 days prior to expected return of lands. This notification will identify all improvements on site and will include a plan for the disposition of these improvements. Land returned by the Assignee to

DMLW for any reason shall be in an environmental and physical condition acceptable to the AO. Site rehabilitation may require the removal of improvements, equipment, and material.

**18. Review of Assignment:** This assignment is subject to review by the Assignor. If a review shows the site is abandoned; has significant nonuse relative to an approved development plan or has a violation of the terms, conditions and stipulations of this assignment, such as a new use not authorized in an approved development plan; the AO may revoke the CRMA in whole or part and require rehabilitation of the site to a condition satisfactory to the AO. The Assignee shall, upon request, provide written verification that the lands are still required for the purpose(s) described herein.

**19. Concurrent Use:** The DMLW reserves the right to grant additional authorizations or assignments to third parties for compatible uses on or adjacent to the land under this assignment. Authorized concurrent users of State land, their agents, employees, contractors, subcontractors, and licensees shall not interfere with the operation or maintenance activities of each user. The DMLW may require authorized concurrent users of State land to enter into an equitable agreement regarding concurrent use.

**20. Performance Guaranty:** The AO reserves the right to require a performance guaranty in the event the Grantee's compliance is less than satisfactory or as a condition of authorizing significant changes in the development plan or operations. If required, such performance guaranty shall remain in effect until released, in writing, by the AO and shall secure performance of the Grantee's obligation hereunder. The amount of the performance guaranty may be adjusted by the AO in the event of approved amendments to this authorization, changes in the development plan, or any change in the activities or operations conducted on the premises.

**21. Violations:** This assignment may be revoked upon violation of any of its terms, conditions, stipulations, nonpayment of fees, or upon failure to comply with any other applicable laws, statutes, and regulations. A revocation may not become effective until 60 days after the Assignee has been notified in writing of the violation during which time the Assignee has an opportunity to cure any such violation.

**22. Notification of Discharge:** The Assignee shall immediately notify the Department of Environmental Conservation (DEC) and AO of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported immediately.

If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the Assignee shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.

Notification of discharge during normal business hours must be made to the nearest DEC Area Response Team: Anchorage (907) 269-7500, fax (907) 269-7687; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-5245. For discharges in state off shore

waters call (907) 269-0667. The DEC oil spill report number outside normal business hours is (800) 478-9300.

Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email [dnr.scro.spill@alaska.gov](mailto:dnr.scro.spill@alaska.gov), (907) 269-8503; Fairbanks email [dnr.nro.spill@alaska.gov](mailto:dnr.nro.spill@alaska.gov), (907) 451-2739; Juneau email [dnr.sero@alaska.gov](mailto:dnr.sero@alaska.gov), (907) 465-3400. The Assignee shall supply the AO with all incident reports submitted to DEC.

23. **Fees:** No fees are associated with this assignment.

24. **Liens and Assessments.** The Assignee is responsible for paying all liens, assessments or other encumbrances made against the property.

25. **Request for Information:** The AO, at any time, may require the Assignee to provide any information directly or indirectly related to this assignment in a manner prescribed by the AO.

26. **Waste Disposal:** On-site refuse disposal is prohibited unless specifically authorized. All waste generated during operation, maintenance, and termination activities under this assignment shall be removed and disposed of at an off-site DEC approved disposal facility. Waste, in this paragraph, means all discarded matter, including but not limited to human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and discarded equipment.

27. **Destruction of Markers:** The Assignee shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against damage, destruction, or obliteration. The Assignee shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the Assignee's expense in accordance with accepted survey practices of the DMLW.

28. **Site Maintenance:** The authorized area shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter, except as specifically authorized herein.

29. **Maintenance of Improvements:** The Assignor is not responsible for maintenance of authorized improvements or liable for injuries or damages related to those improvements. No action or inaction of the Assignor is to be construed as assumption of responsibility.

30. **Amendment or Modification:** The Assignee may request an amendment or modification of this assignment; the Assignee's request must be in writing. Any amendment or modification must be approved by the AO in advance and may require additional fees and changes to the terms of this assignment.

31. **Development Plan:** Development shall be limited to the authorized area and improvements specified in the approved development plan or subsequent modifications approved by the AO. The Assignee is responsible for accurately siting development and operations within the



authorized area. Any proposed revisions to the development plan must be approved in writing by the AO before the change in use or development occurs.

32. **Proper Location:** This assignment is for activities on state lands or interests managed by DMLW. It does not authorize any activities on private, federal, native, and municipal lands, or lands which are owned or solely managed by other offices and agencies of the State. The Assignee is responsible for proper location within the authorized area.

33. **Choice of Venue:** This assignment shall be construed under the laws of the State of Alaska. The Assignee confers personal jurisdiction on the courts of the State of Alaska for any litigation under this assignment.

34. **Stop Work Orders:** Stop Work Orders may be issued if there is a deviation from design criteria, project specifications, stipulations, state statutes, or state regulations and that deviation is causing or is likely to cause significant damage to state resources. Under a Stop Work Order, work at the area subject to the Stop Work Order may not resume until the deviation is cured and corrective action is taken. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by the AO. The AO has the right but not the obligation, to undertake corrective action at the expense of the Assignee by moving against the performance bond when such action is necessitated by neglect or inaction on the part of the Assignee to take corrective action.

35. **Fire Prevention, Protection and Liability:** The Assignee shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires,. The State is not liable for damage to the Assignee's personal property and is not responsible for forest fire protection of the Assignee's activity. To report a wildfire, call 911 or 1-800-237-3633.

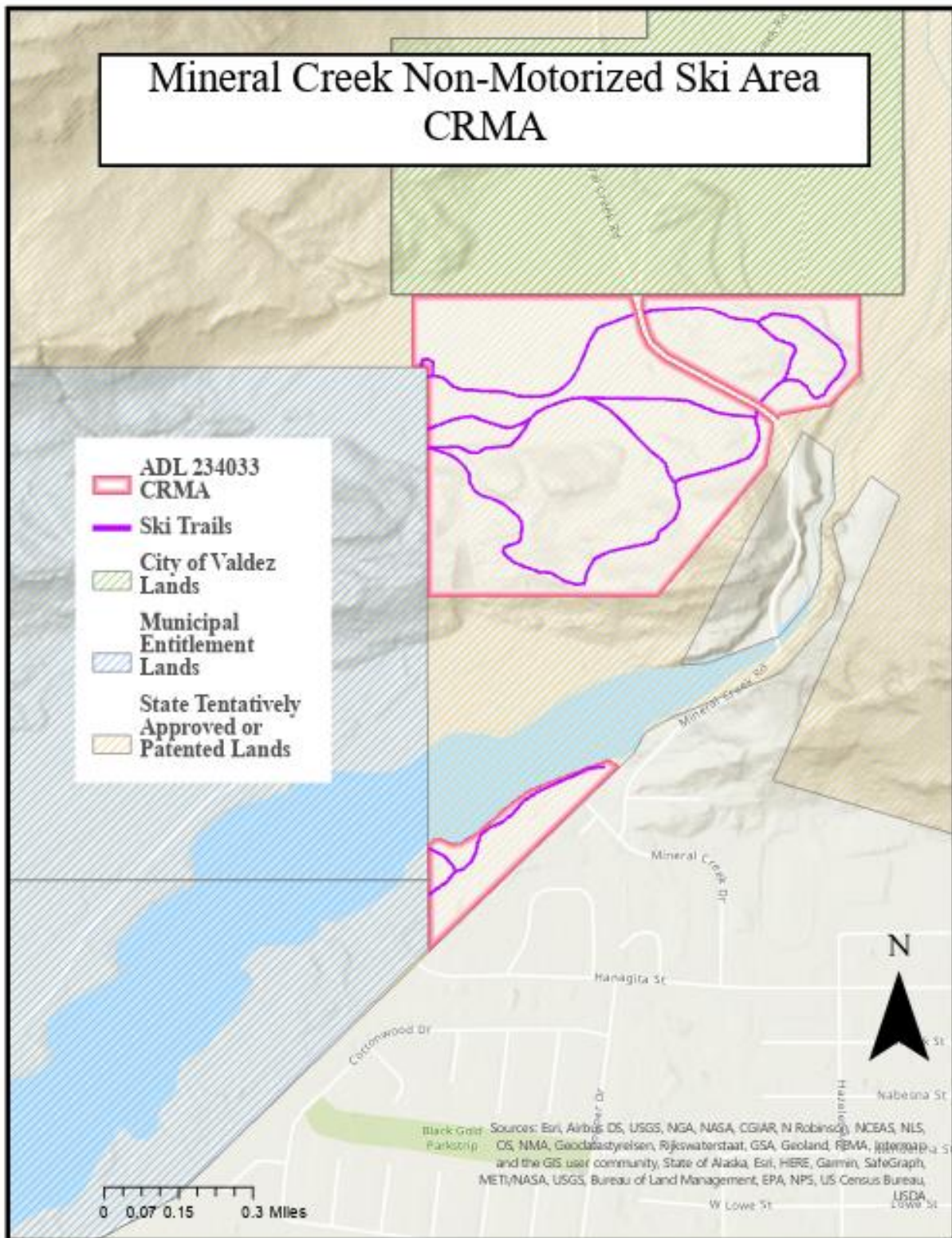
36. **Materials:** The Assignee shall not sell, transfer, donate or otherwise remove material including gravel, sand, rock, or peat from the parcel(s) except as explicitly authorized by the Assignor.

37. **Timber Resources:** The Assignee shall not sell, transfer, donate or otherwise remove timber from the parcel(s) except as explicitly authorized by the DNR Division of Forestry.

38. **Minerals:** Jurisdiction and management of all minerals including oil and gas in the above described land is reserved to DMLW.

39. **Survey:** The Grantee shall submit a record of survey format as-built acceptable to the standards of the Survey Section within 5 years. The survey must be produced in accordance with survey instructions provided by the DMLW Survey Section and stamped by a Professional Land Surveyor registered in the State of Alaska.

## Attachment B – Location Diagram



**STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER  
SOUTHCENTRAL REGIONAL LAND OFFICE**

**Regional Manager's Decision**

ADL 234033

City of Valdez

Cooperative Resource Management Agreement  
Mineral Creek Trails

**REQUESTED ACTION**

On May 12, 2022, the Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), Southcentral Regional Land Office (SCRO), received an application from the City of Valdez (The City; the applicant) for a proposed Cooperative Resource Management Agreement (CRMA) to facilitate management of State-owned, DMLW-managed uplands near Mineral Creek in Valdez, Alaska pursuant to existing Valdez Municipal Code (VMC), including 12.08.010 – Mineral Creek Trail usage. The proposed CRMA would authorize the City to manage the underlying lands for the primary purpose of operating and maintaining the Mineral Creek Trail system and related infrastructure on approximately 80 acres of state land that also contains the Mineral Creek Nordic Ski Trails, serialized as ADL 224602.

**RECOMMENDED ACTION**

The request shall be modified, and this authorization will be issued with the following parameters:

- Type of authorization: CRMA
- Acreage: Approximately 80 acres, to be determined by survey.
- Term: 50 years
- Grantee: City of Valdez
- Use and Restriction: The project area will be managed in accordance with VMC for the Mineral Creek Trail usage for the primary purpose of a non-motorized ski area in the winter and non-motorized multi-use trails in the summer pursuant to VMC 12.08.010 and any subsequent revisions.
- Allowable Development and Infrastructure: The City may construct, maintain, and operate infrastructure within the project area consistent with the current development plan. Any development or infrastructure in excess of the current request must be approved in writing by DMLW.

**BACKGROUND**

Recreational use of the requested project area in the vicinity of Mineral Creek has existed since the development of the new Valdez Townsite following the Good Friday Earthquake in 1964. Use of the area continued to grow in the 1980s as the local population expanded. On October 10, 1988, the City of Valdez applied for a public easement, serialized as ADL 224602, to recondition an existing Nordic ski trail and construct additional segments located on DMLW-managed lands in the vicinity of Mineral Creek. On April 24, 1989, SCRO issued a decision to approve the request which recommended issuance of a public easement following completion of an as-built survey.

However, on September 23, 1999, ADL 224602 was inadvertently closed due to the mistaken belief that all the lands underlying the trail system had been conveyed to the City per their municipal entitlement (ADL 225454). When the error was discovered, the City submitted two requests to SCRO; that the casefile serialized as ADL 224602 be reopened to continue adjudication of the proposed easement, and that SCRO allow the area to be closed to motorized use out of concern for public safety, management of user conflicts, and protection of the City's existing investment in the recreational use of the area.. On October 29, 2002, SCRO provided written concurrence to the City's request to restrict motorized access over approximately 80 acres of state land surrounding the trails in anticipation of finalizing the easement but noted that there were significant deficiencies with the current as-built survey provided by the City. In response to SCRO's concurrence the City incorporated the motorized use restrictions into VMC 12.08.010, however, efforts to secure a long-term easement over the trail system stalled in the following years.

On June 26, 2019, the City submitted a new application for a public easement (ADL 224602) to encompass the trail system in an effort to finalize the decades long process. The application did not specifically request the restriction of motorized use of the trails or surrounding area as the City understood that such restrictions were allowable per SCRO's 2002 concurrence letter. A new decision was issued by SCRO on September 20, 2021, which recommended the issuance of a public easement (ADL 224602) to authorize the existing trails but did not address motorized use restrictions as none had been requested. The City currently holds a valid entry authorization in order to construct, maintain, operate, and survey the trails, which is set to expire on October 21, 2024.

Following issuance of the entry authorization, SCRO received a series of complaints from a member of the public who noted that motorized access in the area was being restricted by way of signage, gates, and verbal advice of City staff. After consultation with the City, SCRO became aware that motorized use restrictions were being enforced pursuant to VMC 12.08.010 which the City established following SCRO's 2002 concurrence letter. However, SCRO has determined that the 2002 concurrence was granted in anticipation of an imminent final easement which has still not been issued, was not subject to a public process, and therefore, requires further administrative action.

As the City wishes to manage the area in accord with the VMC for the Mineral Creek Trail usage containing the easement adjudicated under ADL 224602 it was determined that a new authorization encompassing the full project area would be the best management tool to address the request. As a result, the City submitted a new application requesting a CRMA to authorize their existing management practices and SCRO rescinded the 2002 letter on July 13, 2022, concurrent with distribution of public notice of the new application for the actions considered under this decision.

The project area is bisected by Mineral Creek Road, a route utilized by miners near the turn of the 20<sup>th</sup> century for access to nearby mineral deposits. Early construction of the road was facilitated by funding from the Alaska Road Commission (ARC) in 1914, and the route was later classified as a local road on September 1, 1950, per ARC Order No. 34. The Mineral Creek Road right-of-way was subsequently transferred to the State of Alaska by the U.S. Department of Commerce on

June 30, 1959, pursuant to Section 21(a) of the 1959 Alaska Omnibus Act and serialized as Federal Aid Secondary (FAS) Class B Route #8151. Since that time, the Mineral Creek Road right-of-way has remained under the jurisdiction of the Department of Transportation and Public Facilities (DOT&PF) and its predecessors and is therefore outside the scope of this decision.

At the time of this decision, DOT&PF does not actively maintain the roadway during the winter months and the route is often used by local snowmachiners for recreation and to access lands north of the project area. Any authorization granted herein by DMLW will be made subject to the existing right-of-way and any request to close the road to motorized traffic, including the two locations in which the road intersects trails located on DMLW lands, may only be granted by DOT&PF. Permitting or removal of existing gates or signage which may be located in the right-of-way is within the purview of DOT&PF.

### **SCOPE OF DECISION**

The scope of this decision is to determine if it is in the State's interest to enter into a CRMA for the proposed use. The scope of administrative review for this authorization is limited to (1) reasonably foreseeable, significant effects of the uses to be authorized; (2) applicable statutes and regulations; (3) facts pertaining to the land or resources; and (4) issues that are material to the determination that issuing the authorization is in the interest of the State of Alaska. All other aspects of the applicant's project are outside the scope of this decision.

### **STATUTORY AUTHORITY**

This CRMA application is being adjudicated pursuant to AS 38.05.027 and the Alaska Land Act as amended.

### **ADMINISTRATIVE RECORD**

The administrative record for the proposed action consists of the Constitution of the State of Alaska, the Alaska Land Act as amended, applicable statutes and regulations referenced herein, the 1988 Prince William Sound Area Plan and other classification references described herein, and the casefile for the applications serialized by DNR as ADL 224602 and ADL 234033.

### **LOCATION INFORMATION**

#### **Geographic Location**

The City of Valdez has requested that DMLW enter into a CRMA for lands located within Valdez, Alaska.

#### **Meridian Township Range Section**

The applicant has applied to use State-owned, DMLW-managed uplands within Section 30, Township 8 South, Range 6 West, Copper River Meridian. Additionally, staff review of the application materials indicates that a portion of the Mineral Creek Trail system known as the East Dike Trail falls within Section 31, Township 8 South, Range 6 West, Copper River Meridian. These additional lands are therefore included in this decision and the authorized area.

## **TITLE**

The State of Alaska holds title to applicable portions of lands within Section 8 of Township 8 South, Range 6 West, Copper River Meridian, Alaska per Patent Number 50-80-0135 recorded as Document Number 2013-000820-0 in the Valdez Recording District. The associated DNR land acquisition casefile is GS 1162.

## **THIRD PARTY INTERESTS**

Known third-party interests within the proposed project area include:

- FAS #8151 – Valdez-Mineral Creek: 100-foot-wide right-of-way associated with Mineral Creek Road, managed by DOT&PF

## **PLANNING & CLASSIFICATION**

The proposed CRMA is located within the boundaries of DNR's 1988 Prince William Sound Area Plan (the Plan), Unit 21 (City of Valdez), Subunit 21C (Mineral Creek Canyon). This subunit is designated as Public Recreation and Minerals, which convert to classifications of Public Recreation Land and Mineral Land respectively.

The management intent for Subunit 21C is to “allow for continued mineral extraction, protect salmon spawning and rearing habitat, and public use of recreation resources including public access, hiking and skiing trails, and scenic values”. The Plan notes the city-groomed ski trails associated with this CRMA request and ADL 224602 as a popular recreation feature, and further notes that snowmachines make use of the area and that the near proximity to Valdez makes the area a tourism and wilderness resource. The CRMA as requested by the City would allow management of the underlying lands as a winter ski area, including closing approximately 80 acres of land to motorized use year round to alleviate public safety concerns related to motorized and non-motorized user conflicts on the ski trails pursuant to applicable City Code of Ordinances. Per Chapter 2 – Public and Private Access, “access to public lands may be curtailed at certain times to protect public safety”. However, lands outside of the project area would remain open to motorized use and snowmachines could bisect the area via Mineral Creek Road to access unrestricted state lands to the north.

Management guidelines noted within Chapter 2 – Subsurface Resources provides that “all state lands open to mineral entry are multiple use areas where mineral development will be accommodated and encouraged”. The only land in the vicinity of the project area closed to mineral entry encompasses the portion of the Mineral Creek Trails located on lands owned by the City, subject to the Mineral Order serialized by the Department as Mineral Closing Order (MCO) 629. As mining claims may be staked on all lands open to mineral entry regardless of surface use authorizations, SCRO is specifically withholding the right to manage the surface estate for mining purposes. Additional analysis of this topic may be found in the “Discussion” section of this decision.

As the Plan expressly recognizes the ski trails associated with ADL 224602 and this request as an important recreational resource, mineral entry will not be impacted by the proposed motorized restrictions, and snowmachines will have access through and beyond the proposed project area, the proposed CRMA is consistent with the management intent and goals of the Plan.

## **ACCESS**

Constructed legal access to the project area exists via Mineral Creek Road. In addition to the requested CRMA with DMLW, the City of Valdez has noted the intent to pursue an authorization with DOT&PF to infrequently close Mineral Creek Road to motorized use to ensure safety during ski events. Management of the right-of-way associated with Mineral Creek Road is outside the scope of this decision, and the applicant has been directed to work with DOT&PF regarding any authorization within the DOT&PF managed right-of-way.

Pursuant to 11 AAC 51.035(b), Mineral Creek is navigable as it is greater than 50' wide. However, the requested CRMA will not impair public access along Mineral Creek; therefore, an easement pursuant to AS 38.05.127 is not necessary.

## **PUBLIC NOTICE & AGENCY REVIEW**

### **Public Notice Summary**

Public notice of the application was conducted from July 13, 2022, to August 15, 2022. The notice was posted to the State of Alaska Online Public Notice System and was sent to the Valdez Library, Civic Center, and Post Office for display on their notice boards. The notice was also sent to the Chugach Alaska Corporation.

### **Public Notice Comment & Response**

A total of 29 comments were received during the public notice period. Many of the comments received contained overlapping topics of interest, therefore concerns noted by commenters have been sorted by topic and summarized below. Individual comments are housed within the casefile associated with ADL 234033.

#### *Motorized/Non-Motorized use conflicts:*

**Issue:** Several comments raised potential safety concerns associated with multi-use trails. They noted these are relatively narrow and winding trails, with limited visibility and tight corners. Motorized users on the trails present a danger to others including skiers, hikers, young children, and those with pets. During the winter, these are groomed trails; users range from beginners just learning to ski to advanced skiers preparing for races. Local ski teams heavily use the trails after school in the winter when light conditions are poor, increasing the risk of collision and injury. Additionally, these trails are used for actual races. Given the conditions and users, it would be challenging to avoid collisions with other users on this system. It was further noted that most trails in the Valdez area are multi-use, and this has been the only area set aside for non-motorized recreation.

**Response:** SCRO acknowledges these concerns. These trails were designed and constructed as Nordic Ski trails for non-motorized uses with widths and curve radii appropriate for that purpose and may not be appropriate for a multi-use trail with higher speed motorized uses. SCRO acknowledges that this is the only non-motorized trail in the Valdez area. SCRO further notes that Mineral Creek Road remains open to motorized users, and there are substantial areas less than half a mile further up the road that are open to all users. Further, the City of Valdez reports grooming approximately 33 miles of trail in within the vicinity of the community, of which motorized use is restricted only on 11.6 miles.



*Unique Character of the Area:*

**Issue:** Comments noted that the Mineral Creek area provides a haven from snow machines and other motorized vehicle traffic which detracts from non-motorized recreational uses of the land. The area is the only public land historically managed as non-motorized within hundreds of miles and is a community asset.

**Response:** SCRO acknowledges the comment.

*Damage to the Landscape:*

**Issue:** Comments noted that summertime use of motorized vehicles in the area would destroy the ski trails by creating ruts and erosion due to the wet terrain. Year-round restrictions to motorized use would protect the marshier portions of the trail from damage.

**Response:** SCRO acknowledges the comment.

*Term of the authorization:*

**Issue:** One comment noted that the proposed term is excessive and would prevent generations of motorized users from enjoying the area.

**Response:** The City has requested a CRMA to effectively manage ski trails which were originally envisioned as early as 1988 with the original easement application serialized as ADL 224602. A term of 50 years will provide operational assurance to the City which will allow for long term local management of community resources. Motorized use along Mineral Creek Road will remain unrestricted allowing access to lands north of the project area for motorized recreation.

*Potential Changes to Existing Use Patterns:*

**Issue:** One comment noted that grant of this CRMA may increase motorized traffic and speeding in the vicinity of residential areas near the start of Mineral Creek Road.

**Response:** All DMLW-managed lands within the project area are currently open to motorized use following SCRO rescinding the previous concurrence on July 13, 2022. The proposed CRMA is intended to explicitly authorize existing management practices by the City. An increase of motorized traffic may occur with or without the proposed restrictions, as the right-of-way associated with Mineral Creek Road is outside the scope of DMLW's authority. Likewise, violating set speed limits is a law enforcement issue and outside the scope of the proposed CRMA between the City of Valdez and DMLW.

*Competing Uses of the Project Area:*

**Issue:** Comments noted that the Mineral Creek area should be opened to multiple uses with limited access to snowmachines and ATVs as the Mineral creek area has a history of both motorized and non-motorizes uses. The City of Valdez has been managing the Mineral Creek Areas area as a private ski area and other uses are prohibited. It appears that the City of Valdez may have a long-term plan to close or severely limit the Mineral Creek drainage to vehicular traffic.

**Response:** SCRO appreciates the comment. The City has not applied to close or restrict any area outside of the 80 acres requested by this application, which does not include the right-of-way for Mineral Creek Road. Any request to close or restrict access along Mineral Creek Road should be directed to DOT&PF.



**Issue:** Comments noted that the Mineral Creek area is the only motorized use area in town and issuance of the CRMA would push motorized use out of town. Immobile or disabled members of the community rely on motorized access to recreate. Restricting the only motorized trail left for easy access in town takes away from those who physically cannot walk or hike in the snow, snowshoe, or ski.

**Response:** Pursuant to 11 AAC 96.020, general state land is open to off-road vehicles with a curb weight of up to 1,500 lbs. unless otherwise prohibited. General state lands in the vicinity of the City of Valdez are open to motorized use. As proposed, motorized vehicles would be able to travel approximately 2,600 feet north of the project area via Mineral Creek Road to access general state land. Additionally, there are multiple motorized trails nearby the project area including the West Dike Trail and snowmachine loop, Lower Mineral Creek, Glacier Dike Trail, Glacier Loop Trail, Alpetco Road Trail, and the Robe Lake Access Trail.

**Issue:** One comment noted that the project area contains the only land in the area that is flat and semi usable. This would be the only land suitable for a year-round base camp for any large-scale mineral operation or short-term land use.

**Response:** Mineral entry is specifically excluded from the motorized use restrictions considered by this decision.

*Administrative Process:*

**Issue:** One comment noted that restricting motorized use requires a new land classification pursuant to AS 38.05.300. Additionally, they assert that the City of Valdez wishes to restrict more than 640 acres of state land which would require legislative approval per AS 38.05.300.

**Response:** Restricting motorized use does not require a new land classification. The lands in question are already classified by the 1988 Prince William Sound Area Plan. Public access to state lands may be impacted by a variety of surface use authorizations or disposals, including but not limited to, private exclusive easements, leases, land sales, etc. The City of Valdez has not requested the ability to restrict 640 acres of land, nor does this decision address or authorize a restriction of that size. The City has applied to have management, including the authority to restrict motorized uses, of approximately 80 acres of state land.

**Issue:** One comment noted that neither the State Constitution, Alaska Statutes Chapter 38, nor 11 AAC 96 include language allowing public land to be restricted more specifically than motorized or non-motorized for skier only use.

**Response:** Pursuant to AS 38.05.035(a)(2) the DMLW Director has the authority to “manage, inspect, and control state land and improvements on it belonging to the state and under the jurisdiction of the division”. Furthermore, the Commissioner has the authority, as delegated, to enter into cooperative resource management agreements with the federal government, a state agency, a village or municipality, or a person, pursuant to AS 38.05.027.

**Issue:** One comment noted that the City of Valdez was incorrect when they indicated that they were not in violation of any authorization issued by DMLW under 11 AAC. The application should be rejected on the grounds of making a false statement.

**Response:** SCRO aims to address existing uses of state land by working with applicants to identify uses which require land use authorizations. The City of Valdez has subsequently applied for a land

use authorization to manage the Mineral Creek Trails area as non-motorized ski area, subject to a public process to solicit input from agencies and the public.

**Issue:** One comment noted that the application requests management of the area pursuant to VMC 12.08.010 which includes a map exhibit which identifies the area as ski only. City employees have acted to enforce ski only restrictions by threatening to impound snowmachines pursuant to municipal code and skiers have physically attacked other users in areas described as ski only.

**Response:** SCRO acknowledges the comment. The City has applied for a CRMA to authorize management of approximately 80 acres of state land consistent with VMC 12.08.010. VMC 12.08.010 was originally enacted following SCRO's 2002 letter concurring with the request to close the area in anticipation of an easement which was never finalized. The City's current request serves to authorize management of the lands consistent with the previous two decades of management practices to ensure that there is no conflict between SCRO's authorization and Municipal Code

*Existing Signs and Gates in the Area:*

**Issue:** One comment noted that the City's application is incorrect in stating that there are three gates on state land when there are a total of six gates blocking access to the land on both sides of the road which remain locked in the summer and is managed as ski only area in the winter. The gates were installed without landowner permission, and some are located within the Mineral Creek Road right-of-way. The State of Alaska was notified that signs posted by the University of Alaska alongside Mineral Creek Road describe the area as private property for skiing only. These signs appear to have been placed or endorsed by the State of Alaska. These signs are misleading and may be considered fraudulent.

**Response:** The project area was inspected by SCRO staff on June 15, 2022. Three sets of gates were noted along Mineral Creek Road, which include four standalone gates along the two locations that the trails located on DMLW managed land cross the road. As with other restrictions requested by the application, the City has applied for a CRMA from DMLW to authorize activities which were previously understood to be allowable. DOT&PF was included in the agency review of this application and noted that gates or obstructions may not be placed within the right-of-way for Mineral Creek Road, and that any restriction of traffic along the road must be authorized by DOT&PF. The City has been directed to work with DOT&PF regarding management of the road. A survey will be required to identify the boundaries of the CRMA in relation to Mineral Creek Road and the surrounding lands. When the signs in question were installed, the underlying lands were owned by the University of Alaska, which has since conveyed U.S. Survey 697 and U.S. Survey 698 to the City of Valdez. The signs were not installed by DMLW and SCRO concurs that the City should update the signage to reflect changes in land statutes and current land use authorizations issued by DMLW on state lands.

Access and Support Facilities:

**Issue:** One comment noted that the CRMA application is vague and confusing as to how access is to be provided to the project area. The nearest parking area is 3/4 of a mile away and requires users to traverse Mineral Creek Road in violation of 13 AAC 02.175(b). Mineral Creek Road has no shoulder and includes hazards such as a one lane bridge and sharp cliff. The commenter further noted that any recreational facility 3/4 miles away from the nearest parking area needs sanitary facilities, which are not noted in the application. Lack of sanitary facilities may lead to trash and human waste along the road in this area.

**Response:** The City has not requested authorization to develop a new access route as part of this CRMA application. Access to the trails currently exists via Mineral Creek Road or over general state land. The right-of-way associated with Mineral Creek Road is managed by DOT&PF and is outside the scope of this decision. Concerns regarding potential violations of public safety regulations should be directed to local law enforcement. Trails on state land are not required to have nearby sanitary facilities and SCRO has not been presented with any evidence to suggest that trash and human waste is frequently accumulating in this area. Concerns regarding littering and/or illegal dumping should be directed to local law enforcement.

Use of Mineral Creek Road:

**Issue:** A comment asserted that Mineral Creek Road has 100-foot-wide right-of-way designed for vehicular traffic and that DNR is attempting to pass off management of the road to DOT&PF. This failure to accept legal responsibility has created a gray area of enforcement and allowed the City of Valdez to incorrectly manage the roadway.

**Response:** The right-of-way associated with Mineral Creek Road is managed by DOT&PF and is outside the scope of this decision. The City has been directed to work with DOT&PF regarding any management actions related to Mineral Creek Road.

**Issue:** A comment noted the City of Valdez has informed ski team members that skiers have the right of way when using the roadway of Mineral Creek Road which presents a conflict in violation of 13 AAC 02.175. Mineral Creek Road is a DOT&PF highway which becomes a snowmachine right-of-way per 13 AAC 02.455(a)(2) and should be managed as such.

**Response:** 13 AAC 02.175 outlines pedestrian use of highways with regard to public safety. Specific concerns regarding public safety or potential violations should be directed to local law enforcement. 13 AAC 02.455(a)(2) outlines that snowmachines may be operated on a roadway when use of other motor vehicles is impossible due to snow or ice accumulation, or if the highway is otherwise posted or designated as open for travel by off-highway vehicle. The regulation refers to scenarios in which snowmachines may use roadways. The presence of snow and ice do not change the character of the underlying right-of-way of Mineral Creek Road, nor its management by DOT&PF. The City has been directed to work with DOT&PF for any activities regarding Mineral Creek Road.

**Issue:** One comment noted that Mineral Creek Road is misrepresented on City maps and is depicted and operated as the Mighty Mite ski run in the winter. Pedestrians and snow machines must use the ditch or yield to crossing skiers as the skiers have the right-of-way. The state should grant a R.S. 2477 right-of-way over the road to restore general land use status.

**Response:** The right-of-way associated with Mineral Creek Road is managed by DOT&PF and is outside the scope of this decision. The City has been directed to work with DOT&PF for any management actions related to Mineral Creek Road. As Mineral Creek Road has a formal highway designation managed by DOT&PF, assertion of an additional interest pursuant to AS 19.30.400 would not result in an additional right of access to the public.

No other comments were received.

### **Agency Review Summary**

Agency review of the application was conducted from July 13, 2022, to August 15, 2022. The notice was sent to the following recipients.

#### **Local**

- City of Valdez

#### **State**

- DNR Division of Parks and Outdoor Recreation; Permitting and the Office of History and Archeology  
DNR DMLW; Survey Section, Land Conveyances Section, Contract Initiation and Revenue Recovery, Realty Services Section, Mining Section, and Water Section
- DNR Division. of Oil & Gas; State Pipeline Coordinator's Section, Permitting Section
- DNR Division of Forestry; Valdez/Copper River Office
- DNR Mental Health Trust Land Office (MHTLO)
- DNR Spatial Case Information Management System
- Department of Environmental Conservation (DEC) Division of Water; Wastewater, Alaska Pollutant Discharge Elimination System Program
- DEC Division of Environmental Health; Drinking Water Program, Solid Waste Program
- DEC Division of Spill Prevention; Contaminated Sites
- Department of Fish and Game; Habitat; Wildlife Conservation, Access Defense
- Department of Commerce, Community and Economic Development; Division of Community & Regional Affairs
- Department of Transportation and Public Facilities; Statewide ROW
- Copper River Soil and Water Conservation District

#### **Federal**

- United States Army Corps of Engineers

### **Agency Review Comment & Response**

A total of five comments were received during the agency review and are summarized below.

**Comment:** On July 18, 2022, the DMLW Land Conveyance Section provided a statement of non-objection regarding the proposed authorization.

**Response:** SCRO acknowledges the comment.

**Comment:** On July 18, 2022, the DNR Division of Forestry Valdez/Copper River Office provided a statement of non-objection regarding the proposed authorization.

**Response:** SCRO acknowledges the comment.

**Comment:** On July 22, 2022, the DNR MHTLO commented to note that the proposed authorization does not impact MHTLO lands and that there were no objections.

**Response:** SCRO acknowledges the comment.

**Comment:** On August 9, 2022, DOT&PF Statewide Right-of-Way commented to note that Mineral Creek Road is a 100-foot-wide DOT&PF managed right-of-way listed in the Omnibus Quitclaim Deed as FAS Route #8151 Valdez-Mineral Creek. Mineral Creek Road must remain open to the public and unpermitted encroachments including signs and gates must not be placed within the right-of-way and must be removed. Any separation or restriction of traffic within the right-of-way can only be authorized by DOT&PF. Agreements made between DNR and other parties, including the City of Valdez, do not affect DOT&PF's management authority over Mineral Creek Road pursuant to AS 38.05.030(b).

**Response:** SCRO concurs that DOT&PF is the managing authority for the right-of-way associated with Mineral Creek Road, which is specifically excluded from this decision. The City has been directed to work with DOT&PF for any management actions related to Mineral Creek Road.

**Comment:** On August 12, 2022, the ADF&G Access Defense Program provided a statement of non-objection regarding the proposed authorization.

**Response:** SCRO acknowledges the comment.

No other comments were received.

## **ENVIRONMENTAL CONSIDERATIONS**

It is recommended that fuel, lubricants, and other hazardous materials be restricted to those necessary and be contained within tools and vehicles when equipment is necessary for construction and maintenance activities. Additionally, no fuel or other hazardous materials should be authorized to be stored on site.

## **DISCUSSION**

### *Dimensions:*

SCRO recommends that the boundaries of the CRMA be limited to approximately 80 acres, more or less, and as determined by the final as-built survey, of state land in the vicinity of the Mineral Creek Trails and the East Dike Trail as depicted on the attached location diagram. The boundaries of the CRMA apply only to DMLW-managed uplands within the project area and do not apply to DOT&PF managed interests, private property, or shorelands.

*Term:*

Recreational use of the Mineral Creek Trails began shortly after the establishment of the new Valdez Townsite in 1965, and formal requests for authorization and development of the trail on state land were first submitted in 1988. Given the longstanding importance of the trail system to the local community and continued investment by the City, SCRO does not anticipate that the recreational use patterns or the necessity for a DMLW authorization will fundamentally change in the coming years. SCRO therefore recommends that the CRMA be issued at a 50-year term as proposed by the City to allow for long term protection of public safety and to allow the City to more effectively manage a local community resource.

*Limitations within project area:*

This CRMA applies only to DMLW-managed lands within the project boundary depicted within Sections 30 and 31, Township 8 South, Range 6 West, Copper River Meridian. The City may not restrict motorized use of the lands underlying USS 411 or the DOT&PF-managed right-of-way associated with Mineral Creek Road (FAS #8151) by way of this agreement.

*Signage and marking:*

As the proposed CRMA would apply different restrictions limiting the scope of use in the project area, it is imperative that the public be well informed as to the location and boundaries of the CRMA. In addition to submitting a survey depicting the boundaries of the CRMA, the City should update existing signage to note the area governed by the agreement. The boundaries of the area should be marked to ensure public awareness and accuracy in any necessary enforcement actions pursuant to VMC 12.08.010

*Relinquishment of ADL 224602:*

ADL 224602 serializes an easement application which was intended to authorize the existing trail network and allow for continued operation and maintenance by the City. As the City had previously incorporated SCRO's 2002 concurrence to restrict motorized access into VMC 12.08.010, use restrictions were not included in the application and subsequent entry authorization to the City. Issuance of the easement associated with ADL 224602 would be partially duplicative of the proposed CRMA, require a superfluous survey in addition to the full survey of the CRMA boundaries, and would fail to meet the intent of the City to manage the lands as a non-motorized winter ski area. Therefore, to simplify management and public understanding of the community resource the City has agreed to relinquish the entry authorization associated with ADL 224602 upon final signature of the CRMA.

Infrastructure and development within the project area:

Three sets of gates and associated informational signs currently exist within the project area, and no additional infrastructure has been proposed by the City. However, SCRO recognizes that current placement of the signs and/or gates may encroach on the DOT&PF managed right-of-way associated with Mineral Creek Road which currently lack authorization. This CRMA therefore authorizes the relocation of existing infrastructure onto DMLW-managed lands within the project area as necessary to comply with DOT&PF requirements.

Trail grooming, maintenance, and construction activities by the City requiring use of motorized vehicles are authorized under this agreement, as such restriction do not correspond with the intent of VMC 12.08.010. Additional installation of infrastructure related to the ongoing management of the recreational ski area may be approved in writing by DMLW following submission of an updated development plan by the City.

Management of Surface Estate for the Purpose of Mining:

Mining claims may be staked on all lands open to mineral entry regardless of surface use authorizations or classification. While no mining claims currently exist within the bounds of the proposed project area, it is not inconceivable that future claims may be staked given the prevalence of mining in the Valdez area. In the event that authorized mineral entry does occur within the project area, the motorized use restrictions outlined by this decision shall not apply to mining activities and the City may not prohibit use of motorized vehicles by any mining operation.

**PERFORMANCE GUARANTY**

A performance guaranty is intended to incentivize compliance with the terms and conditions of the entry authorization and CRMA. It also provides a mechanism for the State to ensure that the applicant shares in the financial burden in the event of noncompliance (including fee payment, survey, etc.), restoration (interim and final), and any associated costs after termination or expiration of the CRMA. In consideration of the low risk associated with the proposed authorization, a performance guaranty will not be required at this time. DMLW reserves the right to require a performance guaranty during the terms of the CRMA.

**INSURANCE**

In consideration of the low risk associated with the proposed authorization, insurance will not be required at this time. DMLW reserves the right to require insurance during the term of the CRMA.

**SURVEY**

A DMLW-approved as-built survey is required to determine the proper location and acreage of installed improvements and the associated area to be managed under the CRMA on State-owned, DMLW-managed lands. The CRMA will include, and be made subject to, Mineral Creek Road. The final as-built survey must display the centerline of Mineral Creek Road to ensure clear management boundaries between DMLW and DOT&PF.

The applicant is required to request survey instructions prior to issuance of any authorization by SCRO. The survey must be produced within 5 years of the issuance of this decision in accordance with survey instructions provided by the DMLW Survey Section and stamped by a Professional Land Surveyor registered in the State of Alaska.

**FEES**

There are no fees associated with the issuance of the CRMA.

**ENTRY AUTHORIZATION**

An entry authorization is not required as the City has no intent to construct additional trails or infrastructure within the project area, and SCRO has determined that an interim authorization may lead to additional public confusion as to access rights in the area. However, as exact boundaries of the CRMA must be established to ensure accurate enforcement of VMC 12.08.010, a survey will be required to delineate the CRMA project boundary from the surrounding lands and the DOT&PF-managed right-of-way. Therefore, the City will be required to provide a survey for the CRMA boundary or a written request for extension within five years.

No authorization shall be granted until the following deliverables have been provided to DMLW:

- Evidence of having made request for survey instructions to the DMLW Survey Section;
- Evidence of a signed survey contract for the project area.

**RECOMMENDATION**

Based upon the information provided by the applicant, as well as review of relevant planning documents, statutes, and regulations related to this application, it is my recommendation DMLW enter into a CRMA with the City of Valdez as described above, on the condition that all stipulations are followed as described in the attached authorization.



Evan Dodd, Natural Resource Specialist 3  
DMLW Southcentral Regional Land Office

3/20/2023

Date



## REGIONAL MANAGER'S DECISION

When adjudicating an authorization pursuant to AS 38.05.027, DMLW seeks to responsibly develop Alaska's resources by making them available for maximum use and benefit consistent with public interest. In consideration of all events and criteria listed above, I hereby determine that the authorizations to be granted by this decision are consistent with DMLW's mission, that this project is consistent with the overall classification and management intent for this land, and that issuance of an authorization as described above is in the interest of the State of Alaska. The Department assumes no responsibility for maintenance or liability for injury or damages attributable to this authorization.

This decision may be rescinded by written notification if, after 60 days from the effective date of this decision, the applicant has not completed all requirements outlined in this decision for issuance of the authorization. Additional time may be allotted to complete these requirements; however, this will not extend the total term of the authorizations issued under this decision. This decision goes into effect and becomes a final administrative order and decision of the department on the 31<sup>st</sup> calendar day after issuance.

*A.J. Wait*

A.J. Wait, Natural Resource Manager 2  
DMLW Southcentral Regional Land Office

3/20/2023

Date

## ATTACHMENTS

- Cooperative Resource Management Agreement
- Attachment A: Location Diagram

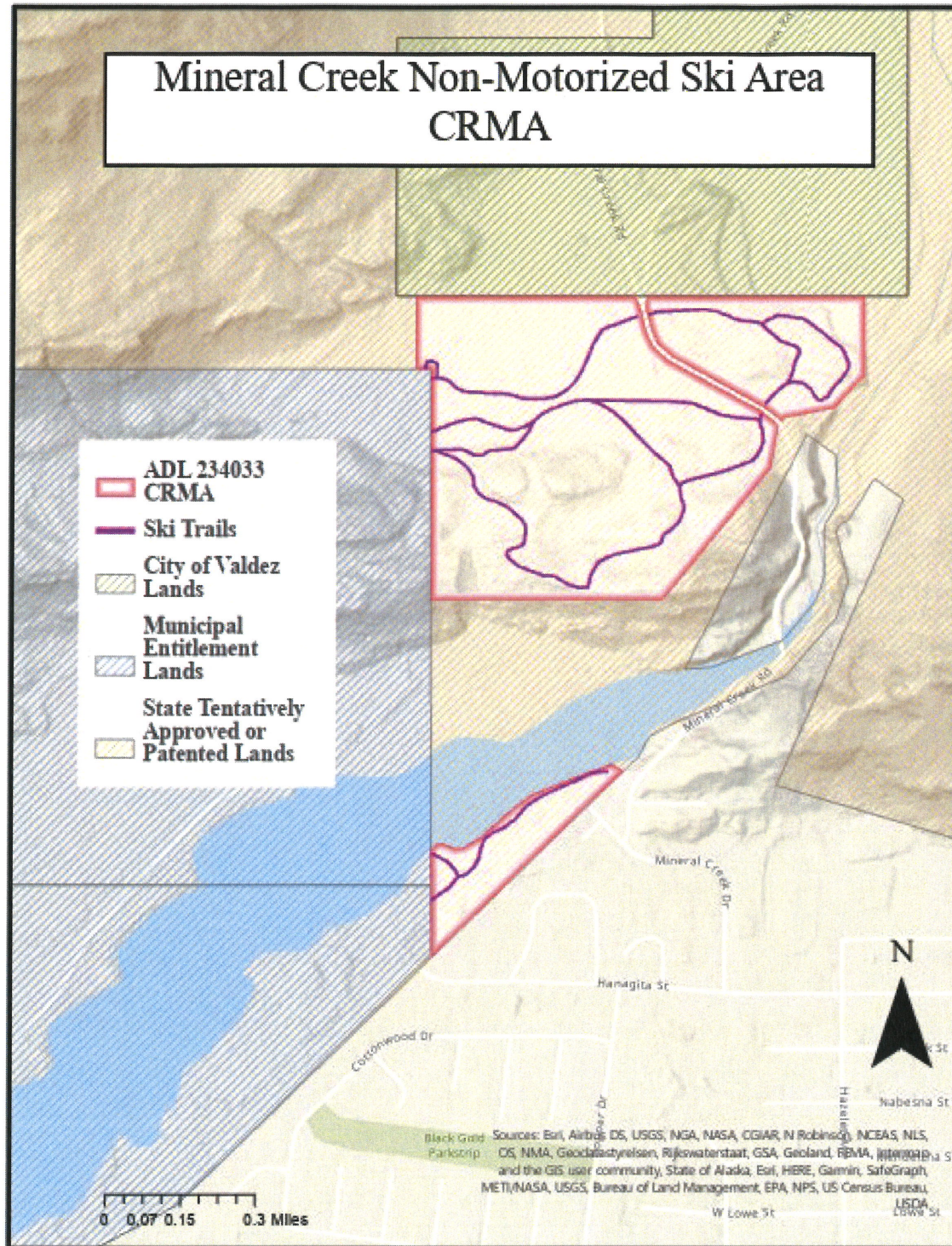
## APPEAL

An eligible person affected by this decision may appeal to the DNR Commissioner per AS 44.37.011 and 11 AAC 02. Any appeal must be received within twenty (20) calendar days after issuance of this decision under 11 AAC 02.040. An eligible person must first appeal a decision to the Commissioner before seeking relief in superior court. The Alaska Court System establishes its own rules for timely appealing final administrative orders and decisions of the department.

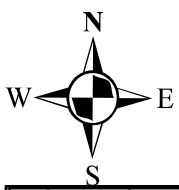
Appeals may be mailed or hand-delivered to the DNR Commissioner's Office, 550 W. 7th Avenue, Suite 1400, Anchorage, Alaska, 99501; or faxed to (907)-269-8918; or sent by electronic mail to [dnr.appeals@alaska.gov](mailto:dnr.appeals@alaska.gov). Appeals must be accompanied by the fee established in 11 AAC 05.160(d)(1)(F), which has been set at \$200 under the provisions of 11 AAC 05.160 (a)-(b). A copy of 11 AAC 02 is available on the department's website at <https://dnr.alaska.gov/mlw/pdf/DNR-11-AAC-02.pdf>.



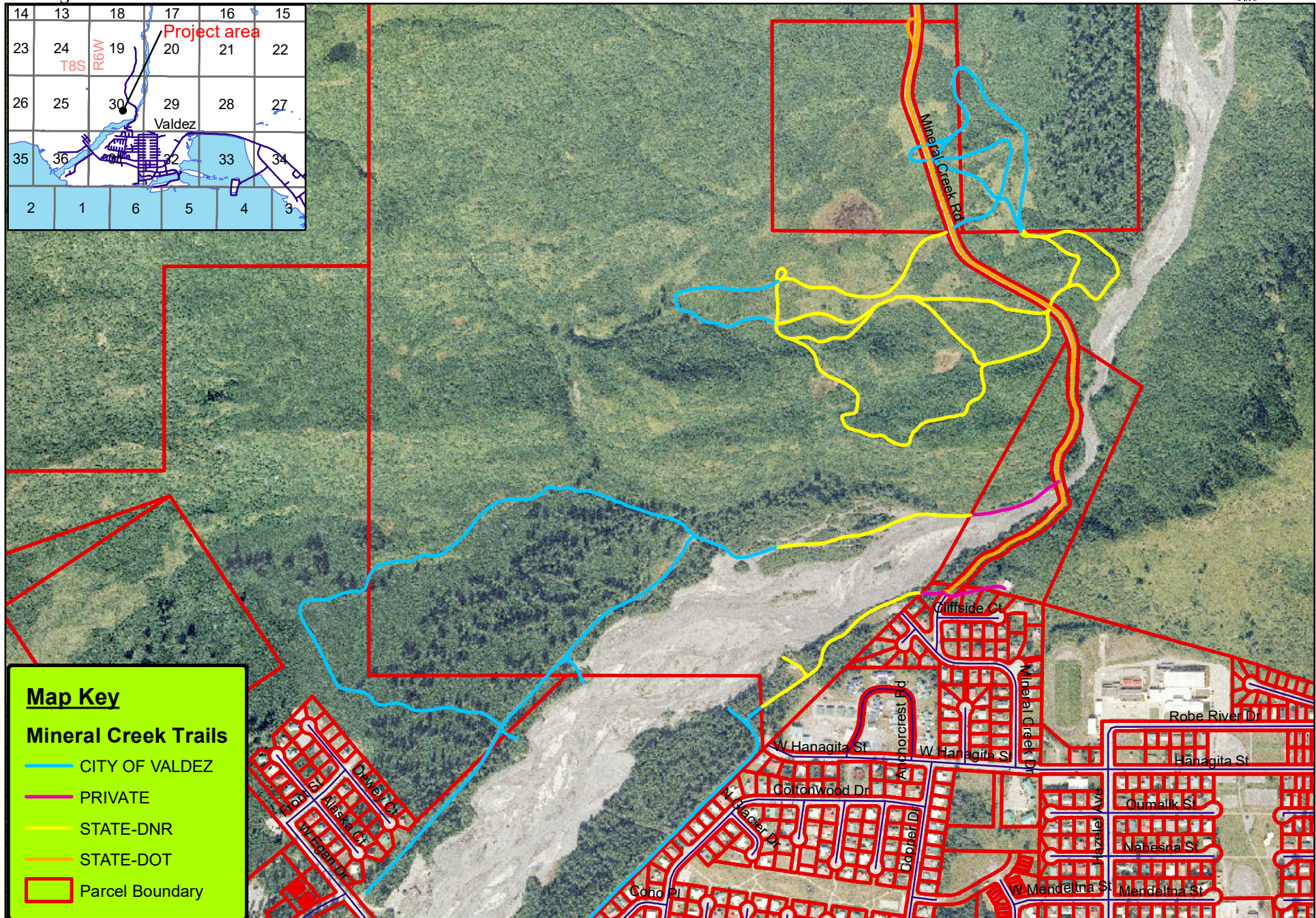
## ADL 234033: Attachment A







# Mineral Creek Trails



THE DATA CONTAINED HEREIN IS COMPILED FROM SEVERAL SOURCES, SOME UNRELATED TO THE CITY OF VALDEZ, WITH DIFFERENT LEVELS OF PRECISION. PLEASE NOTE, WHILE THE INFORMATION IN OUR GIS IS BELIEVED TO BE RELIABLE, IT IS NOT GUARANTEED TO BE ACCURATE.





## Legislation Text

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**File #:** ORD 23-0003, **Version:** 1

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**ITEM TITLE:**

#23-03 - Amending Chapter 3.12 of the Valdez Municipal Code by Creating Section 3.12.055 to Provide for Tax Adjustments on Property Affected by a Disaster. First Reading for Public Hearing.

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

Pursuant to Alaska Statute 29.45.230, the City may by ordinance provide for assessment or reassessment and reduction of taxes for property destroyed, damaged, or otherwise reduced in value because of a disaster.

To provide relief for property owners whose property has been damaged or destroyed by a qualified disaster, Ordinance #23-03 will amend Chapter 3.12 of the Valdez Municipal Code by creating Section 3.12.055 which establishes criteria, procedures, restrictions and conditions for assessing or reassessing and for remitting, refunding, or forgiving taxes for property damaged or reduced in value because of disaster.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 23-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ ALASKA, AMENDING CHAPTER 3.12 OF THE VALDEZ MUNICIPAL CODE BY CREATING SECTION 3.12.055 TO PROVIDE FOR TAX ADJUSTMENTS ON PROPERTY AFFECTED BY A DISASTER

WHEREAS, pursuant to Alaska Statute 29.45.230, the City of Valdez ("City") may by ordinance provide for assessment or reassessment and reduction of taxes for property destroyed, damaged, or otherwise reduced in value as a result of a disaster; and

WHEREAS, an ordinance authorized under Alaska Statute 29.45.230 shall establish criteria for the reduction of taxes on property damaged, destroyed, or otherwise reduced in value as a result of disaster and may prescribe procedures, restrictions, and conditions for assessing or reassessing property and for remitting, refunding, or forgiving taxes; and

WHEREAS, the City Council desires to provide relief for property owners whose property has been affected by qualified disasters.

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

Section 1. Section 3.12.055 is hereby enacted to read as follows:

**3.12.055 Tax adjustments for property affected by disaster.**

A. An owner of taxable property within the City, or an agent or assign of the property owner, whose property was damaged by a disaster, may apply for reassessment of that property under this section. This section shall not apply to oil and gas property as defined in AS 43.56.010 et seq.

B. For purposes of this section, "disaster" means the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property resulting from an incident such as storm, high water, tsunami, earthquake, volcanic eruption, landslide, mudslide, avalanche, fire, flood, or explosion.

C. Application for reassessment.

1. The application for reassessment describing the condition and value of the property immediately before and after the damage or destruction must be filed with the city clerk within one hundred and twenty days after the disaster. The application shall be in the form prescribed by the city clerk and the applicant must include with the application a sworn statement that the property losses exceed \$10,000.00.

2. If no application is made and the City Manager determines that within the calendar year, a property has suffered damage caused by a disaster that may qualify the property owner for relief under this section, the city clerk may provide the last known owner of the property with an application for reassessment. The property owner must file the completed application within sixty days of the date the application was mailed or otherwise provided to the property owner. The applicant must include with the application a sworn statement that the property losses exceed \$10,000.00.

3. Upon receiving a timely and completed application, the assessor shall inspect the property and verify the prior year's full and true value of land, improvements, or the proposed or certified current year's value immediately before and after the damage or destruction. Damages to land or improvements that do not appear on the assessment roll are not eligible for consideration under this section.

D. Notice of reassessment. The assessor shall notify the applicant in writing of the amount of the proposed reassessment. The notice shall state that the applicant may appeal the proposed reassessment to the board of equalization and that any notice of appeal must be filed within ten days after the date of mailing the notice.

E. Appeal. A property owner or agent or assign of the property owner may appeal to the board of equalization for relief from an alleged error in reassessment under this section by filing a written appeal with the city clerk specifying the grounds for appeal as required under section 3.12.110(B) within ten days after the mailing of the notice of assessment or reassessment. Otherwise, the right of appeal ceases unless the board finds that the taxpayer is unable to comply.

F. Tax adjustment. A reduction in taxes may be made only on losses in excess of \$10,000.00 for the remainder of the year following the disaster. On reassessment, the City shall recalculate the tax owed and refund the excess amount of taxes that have already been paid.

G. Effect of revised assessment. The assessed value of the property in its damaged condition shall be the taxable value of the property until December 31 of the year in which the disaster occurred. Thereafter,

the assessor shall determine the full and true value of the property in accordance with normal standards and methods for assessments.

Section 2. This ordinance shall become effective immediately upon passage and approval by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Sharon Scheidt, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

Adoption:  
Yeas:  
Nays:  
Absent:  
Abstaining:



## Legislation Text

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**File #:** RES 23-0014, **Version:** 1

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**ITEM TITLE:**

#23-14 - Authorizing Matching Grant Funds in the Amount of \$200,000 in Partnership with Alaska Department Of Transportation for Community Transportation Program "CTP" Grant

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

**FISCAL NOTES:**

Expenditure Required: \$200,000

Unencumbered Balance: N/A

Funding Source: Capital Projects Authorization

**RECOMMENDATION:**

Approve authorization for CTP grant match.

**SUMMARY STATEMENT:**

As discussed in the annual projects prioritization work sessions the City has applied for grant funding with the Department of Transportation for the Community Transportation Program "CTP". The grant program requires a 9.03% match of the project costs. AKDOT has been authorized to fund the match for projects owned by DOT within the State right of way. Projects with additional local match will receive more points in the competitive grant program. Administration recommends the City of Valdez contribute \$200,000 toward additional grant match for resurfacing and culvert improvements for Loop Road and resurfacing and lighting upgrades for Hazelet Avenue.

The City's contribution to grant match will help the Alaska Department of Transportation grant to assist in nearly \$14.956 million in improvements on Loop road and Hazelet Avenue.

There is no current appropriation dedicated to this grant application. Source of funding will be required only if awarded the grant.



CITY OF VALDEZ, ALASKA

RESOLUTION #23-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING MATCHING GRANT FUNDS IN THE AMOUNT OF \$200,000 IN PARTNERSHIP WITH ALASKA DEPARTMENT OF TRANSPORTATION FOR COMMUNITY TRANSPORTATION PROGRAM “CTP” GRANT

WHEREAS, the City of Valdez and the Alaska Department of Transportation are partners in providing safe and efficient transportation; and

WHEREAS, the City of Valdez adopted the revised Valdez Comprehensive Plan in 2021-PLAN VALDEZ which sets a goal of “Improving community transportation connections”; and

WHEREAS, Loop Road is a critical transportation connection in the City of Valdez maintained by Alaska Department of Transportation; and

WHEREAS, Staff recommends the City of Valdez contribute \$100,000 toward \$574,218 grant match for project totaling approximately \$6.360 million for the purpose of resurfacing and providing culvert improvements for Loop Road; and

WHEREAS, Hazelet Avenue is a critical transportation connection in the City of Valdez maintained by the Alaska Department of Transportation; and

WHEREAS, Staff recommends the City of Valdez contribute \$100,000 toward the \$776,219 grant match for project totaling approximately \$8.596 million for the purpose of resurfacing and providing lighting upgrades to Hazelet Avenue; and

WHEREAS, the Alaska Department of Transportation will contribute the required 9.03% match for infrastructure owned by the Department; and

WHEREAS, the City of Valdez contribution to grant match improves scoring for Alaska Department of Transportation grant application for the CTP grant application.

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

Section 1. The City Manager of the City of Valdez, Alaska is authorized by Valdez City Council to work with City staff in partnering with the Alaska Department of Transportation for providing grant match of \$200,000 for the Loop Road and Hazelet Avenue projects.

Section 2. If such CTP Grant is awarded to City of Valdez and Alaska Department of Transportation, further commitments for project administration and grant match will be presented to the Valdez City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,  
ALASKA, this 4<sup>th</sup> day of April, 2023.

CITY OF VALDEZ, ALASKA

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Sharon Scheidt, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk



## Legislation Text

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**File #:** RES 23-0015, **Version:** 1

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**ITEM TITLE:**

#23-15 Authorizing Matching Funds in the Amount of \$235,000 in Partnership with the Alaska Department of Transportation for the Transportation Alternatives Program Grant Application

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

**FISCAL NOTES:**

Expenditure Required: \$235,000

Unencumbered Balance: N/A

Funding Source: Capital Projects Appropriation

**RECOMMENDATION:**

Approve \$235,000 grant match in partnership with the Alaska Department of Transportation TAP grant program.

**SUMMARY STATEMENT:**

As discussed in the annual projects prioritization work sessions the City of Valdez will apply for grant funding with the Alaska Department of Transportation through the Transportation Alternatives Program (TAP).

The TAP grant program requires a minimum 9.03% local match of the project costs. However, projects are awarded additional points in the scoring criteria if a local government contributes more than the required match.

The city will apply for TAP funding for two projects: the Allison Point access trail reconstruction and the pull-out along the Richardson Highway/Egan Drive at the Valdez Arch. Below is a breakdown of total project cost, required match and proposed match amounts for both projects.

Allison Point Trail:

- Total Cost- \$1,495,000
- Required Match-\$135,00
- Proposed Match- \$135,000

Valdez Arch Pull Out:

- Total Cost- \$236,000
- Required Match- \$21,948
- Proposed Match- \$100,000

The City's contribution to grant match will help to secure nearly \$1.124 million in AKDOT funding for these improvements.

There is no current appropriation dedicated to this grant application. An appropriation will be required if the TAP grant is awarded.

CITY OF VALDEZ, ALASKA

RESOLUTION # 23-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING MATCHING GRANT FUNDS IN THE AMOUNT OF \$235,000.00 IN PARTNERSHIP WITH THE ALASKA DEPARTMENT OF TRANSPORTATION FOR TRANSPORTATION ALTERNATIVES PROGRAM “TAP” GRANT

WHEREAS, the City of Valdez and the Alaska Department of Transportation are partners in providing safe and efficient transportation; and

WHEREAS, the City of Valdez adopted the revised Valdez Comprehensive Plan in 2021, “Plan Valdez,” which sets a goal of “improving community transportation connections; and

WHEREAS, “Plan Valdez” additionally specifies an action of “coordinate with DOT & PF to prioritize the improvements of the “Valdez Arch” sign site (pull-out and pedestrian crossing facilities),”; and

WHEREAS, the “Valdez Arch” is an important landmark in the City of Valdez; and

WHEREAS, the Dayville Road and Allison Point Access Trails are important to pedestrian activity and supporting recreation in Valdez; and

WHEREAS, the Alaska Department of Transportation requires the City of Valdez to contribute a minimum match of 9.03% to TAP projects; and

WHEREAS, the City of Valdez contribution to grant match improves scoring for Alaska Department of Transportation grant application TAP grant application;

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

The City Manager of the City of Valdez, Alaska is authorized by Valdez City Council to work with city staff in partnering with the Alaska Department of Transportation to provide a total grant match of \$235,000 toward the Dayville Road Allison Point Trail Access and Valdez Arch Pull-out projects as detailed below:

Project	Total Cost	Required Match	Proposed Match
Dayville Road Allison Point Trail Access	\$1,495,000	\$135,000	\$135,000
Valdez Arch Pull-out	\$236,000	\$21,948	\$100,000

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,  
ALASKA, this 4<sup>th</sup> day of April, 2023.

CITY OF VALDEZ, ALASKA

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Sharon Scheidt, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk



## Legislation Text

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**File #:** RES 23-0016, **Version:** 1

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**ITEM TITLE:**

#23-16 - Authorizing Submission of Denali Commission Matching Grant Application for the Public Safety Radio Infrastructure Upgrades Project

**SUBMITTED BY:** Nathan Duval, Assistant City Manager / Capital Facilities Director

**FISCAL NOTES:**

Expenditure Required: \$500,000

Unencumbered Balance: \$530,317

Funding Source: 350-0310-55000-2006

**RECOMMENDATION:**

Approve Resolution #23-16 authorizing submission of the Denali Commission matching grant application for the Public Safety Radio Infrastructure Upgrades Project.

**SUMMARY STATEMENT:**

The Public Safety Radio Upgrades project is an approved project that has been in the design phase. The designs are now nearing completion and it is apparent that available funding does not meet the total project costs. The three main sites and approximate project costs are as follows:

- Ski Hill Tower & Repeaters -\$1MM
- Fire Station 1 Tower & Com Shack - \$1.3-1.5MM
- Grain Silos Repeater & Com Shack - \$500-700K
  - Total Project Need - \$2.5-3MM

The Ski hill tower and FS1 towers are the top priorities to provide radio coverage to neighborhoods east of the Glacier Stream and out the road to Keystone Canyon.

The current radio system is limited with aging equipment and access through the State ALMR system. The upgrades will allow the same functionality with ALMR but will increase coverage and simplify maintenance and operations. Currently we have to wait for Department of Defense and the State when we have issues with the radio network.

This project was determined to be a candidate for grant funding during the Projects Prioritization work sessions. The remaining approximately \$500K can be leveraged as grant match for upcoming grant programs.



Staff recommends using the available project fund balance as a grant match, and requests authorization to apply for the Denali Commission Infrastructure Fund grant. If awarded, the Denali Commission grant requires a 50% match. The available \$500k would only be able to cover the costs for one scope item listed above.

The City intends to apply for additional FEMA grant funding for the remaining scope of items to build a complete project. The Denali Commission funds are eligible to be used as a match for other federal funds.

The grant application is due April 14<sup>th</sup> and the FEMA grants are yet to be announced.

Capital Facilities will administer the grant either internally or with a consultant.

CITY OF VALDEZ, ALASKA

RESOLUTION #23-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ,  
ALASKA, AUTHORIZING SUBMISSION OF DENALI COMMISSION  
INFRASTRUCTURE FUND GRANT FOR THE VALDEZ PUBLIC SAFETY  
RADIO INFRASTRUCTURE UPGRADES PROJECT

WHEREAS, the City of Valdez is committed to provide outstanding public safety for the community; and

WHEREAS, the City of Valdez adopted the revised Valdez Comprehensive Plan in 2021-PLAN VALDEZ which sets a goal of “Provide a Safe Community” by “expanding emergency response radio system to areas not served”; and

WHEREAS, the existing radio system has been found to be inadequate by not providing coverage for all residents and aged equipment needs replacement; and

WHEREAS, through the annual projects approval and appropriation process the City Council agreed to pursue grant funding opportunities for the Public Safety Radio Upgrades Project; and

WHEREAS, matching grants are available through the Denali Commission Infrastructure Fund; and

WHEREAS, the Valdez City Council has appropriated \$500,000 dollars to the project.

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

The City Manager of the City of Valdez, Alaska is authorized by Valdez City Council to work with city staff to submit an application to the Denali Commission offering the existing \$500,000 appropriation as matching grant funds.

CITY OF VALDEZ, ALASKA

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Sharon Scheidt, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk

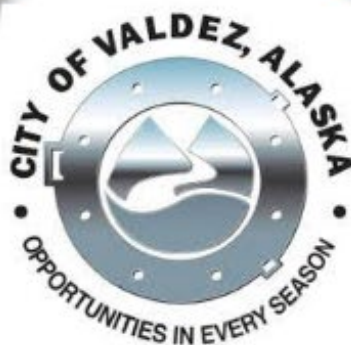
# City of Valdez – Radio Infrastructure Upgrade Audit

## City of Valdez – Site Visit Audit/Report Performed by:

Trevor Empey - Program Manager  
Patrick Goodyear, P.E. - Sr. Electrical Engineer  
Dale Browning, P. E. - Sr. Civil/Structural Engineer

Prepared for  
The City of Valdez  
Nathan Duval – Assistant City Manager

December 17, 2021



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## **Executive Summary**

New Horizons is pleased to provide The City of Valdez (The City) with our engineered assessment of the radio network infrastructure. Included is a detailed summary of the recommended upgrades and coverage analysis available to The City. The network infrastructure assessments are based on the initial site visit performed on 10/19/2021; this audit does not reflect any possible changes made thereafter.

To assist the City of Valdez with planning improvements, New Horizons recommends a phased approach to improving the Public Safety two-way radio network. Initially, there are some relatively easy first steps. A review of all antennas and the attendant grounding systems utilizing a power monitoring system<sup>1</sup> will ensure all systems are in peak operating condition. The tracing of all cabling between radios input/output is suggested to look for any visual damage, improperly weatherized connections, proper grounding and radio to antenna diagramming purposes.

All antennas and associated cabling should be swept using a Time Domain Reflectometer (TDR) to look for any electrical discontinuities or damage that a visual inspection cannot see.

Once antenna and grounding inspection is complete, The City can look into new improvements, like new repeaters to cover the 10 Mile corridor; possible collocations with the Keystone and Ptarmigan Trans Alaska Pipeline System microwave sites to augment the State of Alaska's ALMR regional system.

Additionally, leased circuits or The City-owned point-to-point microwave systems can be investigated in an effort to increase reliability and access to the remote communications assets, centralizing monitoring, control and management of the equipment.

Another vital step in improving the radio network will be getting a review of the Motorola System configuration by the responsible Motorola Systems entity, including the vehicle mobile and handheld units and the radios located at the Dispatch Center in City Hall ensuring all systems meet the needs of the departments operating each system.

Once a review of the Motorola system is accomplished, relocating the four radios at the Dispatch Center to a different location (e.g., the Grain Silos) could improve the overall coverage of the system.

## **Improving the Signal**

### **Antenna and Ground System Inspections**

The antennas and ground systems should be tested at all locations to ensure that no antennas are broken and all grounding connections are made. If not, the “incomplete system” causes improper radio radiation. The ground systems need to follow industry standard practices, protecting equipment, personnel and minimizing the noise in the antenna system. As part of this effort, power monitoring systems<sup>1</sup> can be put in place reporting on radio transmit power and reflected power alerting indicators when a cable, cable connections or antennas are damaged.

### **City Hall**

#### **Sweep Antenna Systems**

The first task that can be performed is to sweep all antennas from the radio connection to the antenna with a Time Domain Reflectometer (TDR). A TDR sends a signal to the antenna and registers the reflected energy coming back, indicating if the cable, connectors or antennas are damaged. Antennas go bad from years of use and the vibration caused by higher winds, causing connectors to become loose, corrode or create a kink/break in the cable (if under tension.) Additionally, the trace can accurately report the length of the cable run and location of connectors. Loose or corroded connectors, damaged cable and damaged antennas can drastically impact the transmit and receive performance.

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<sup>1</sup>[https://www.emrcorp.com/cart/store?section=product&product=1292&name=Internet Power Monitor Model iPM-1 Includes Power Sensor and Cable](https://www.emrcorp.com/cart/store?section=product&product=1292&name=Internet%20Power%20Monitor%20Model%20iPM-1%20Includes%20Power%20Sensor%20and%20Cable)



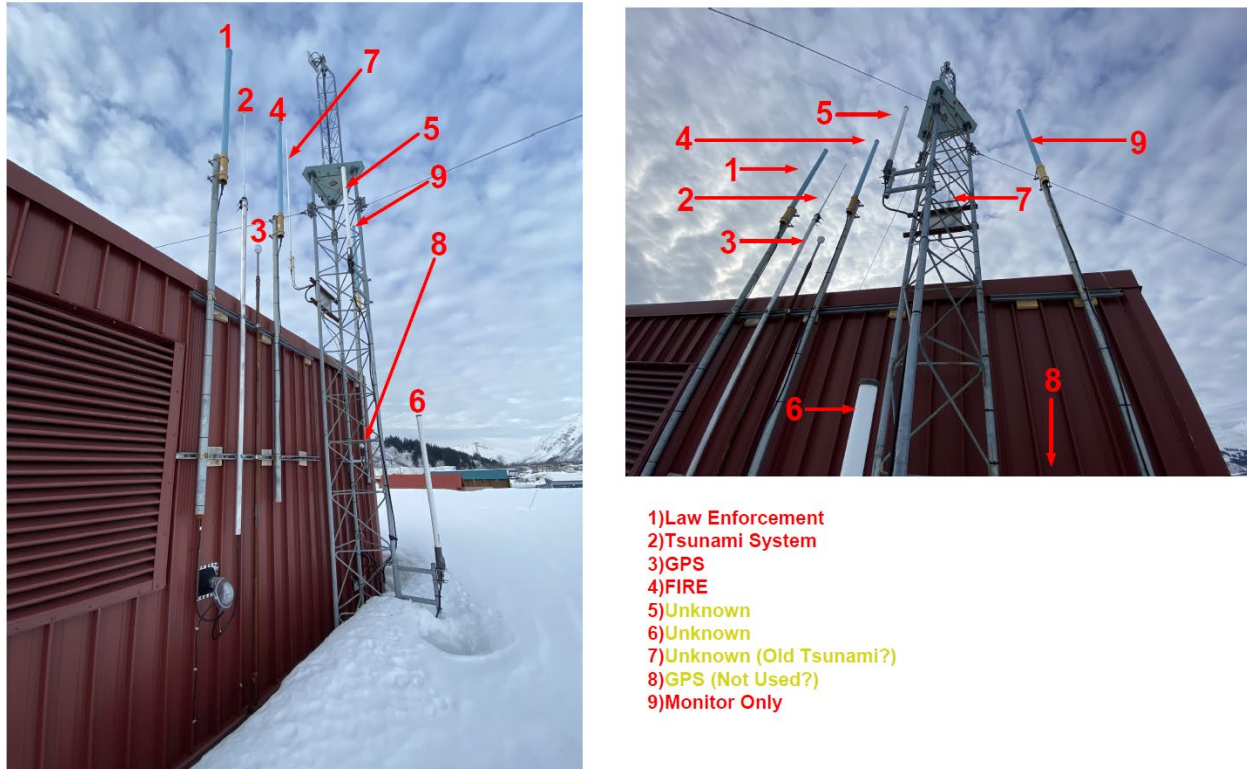
*Figure 1 - Anritsu Site Master S331L*

#### Antenna Spacing

Antenna-to-antenna isolation is particularly important in a radio network such as this, preventing a collocated transmitter and receiver from “swamping” the receiver with the transmitter energy. To provide the necessary antenna-to-antenna isolation and reduce interference for omnidirectional antennas, the rule of thumb for antennas operating in the same frequency band is horizontal spacing of 3 wavelengths.

At a nominal 150 MHz; 3 wavelengths is 20 ft. This can be accomplished on the penthouse by spacing the existing antennas to the East along the upper part of the penthouse.





*Figure 2 - Existing City Hall Antennas*

We recommend leaving the existing Fire antenna where it is and moving the Law Enforcement antenna to the Northeast corner of the penthouse.

The Tsunami warning system operates in the 450 MHz UHF band. So, will not cause problems with the VHF, Fire and Law Enforcement antennas.

The GPS is receive only, and operates above 1,000 MHz; so, it should not cause any interference with the other systems and adversely the other systems should not be impacting the GPS receiver.

The Monitor antenna could be moved to the top of the tower, or at least the Northwest corner of the penthouse. If the Northwest corner is used the tower could be removed entirely.

All unused or possibly unknown antennas and cabling should be removed.

Prior to the upgraded antenna configuration, the tower will need to be evaluated for structural adequacy. The new loading design will affect the tower and its attachment to the roof and guy anchors. Also, antennas attachments to the penthouse will need structural evaluation and design.

### Improve System Grounding

The target for resistance to ground for these radios systems is 10 ohms. A proper connection to ground was not observed for either of the penthouse ground bars. Resistance to ground should be measured from the ground bar located on the side of the penthouse. All antenna support steel should be grounded including tower guy wires, pipe mounts, and uni-strut. A measurement of resistance to ground should be made when grounding the penthouse ground bar to the building steel. Paint, galvanizing and other contaminants between the grounding lugs and building steel can increase the system resistance to ground causing unwanted electrical noise in the systems.

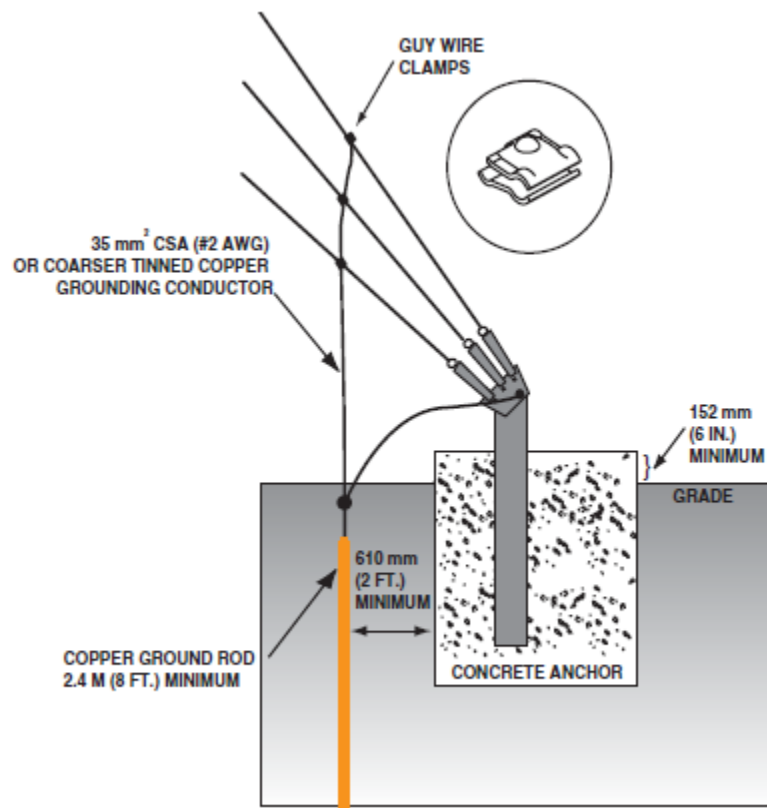


Figure 3 - Grounding Guy Wires and Anchors



*Figure 4 - Penthouse Internal Ground Bar*

Either the external or internal penthouse ground bar should be removed as only one ground bar is required. The more connections there are, the more failure points the system has. There should be one ground bar at the penthouse directly connected to the building ground system (usually located at the utility meter for the building).

The equipment in the dispatch center equipment room is grounded to a ground bar in the equipment room. This ground bar should also directly connect to the building ground system.

There should not be a direct connection between the penthouse ground bar and the dispatch equipment room ground bar.

These connections to the building ground can be made through the building steel as long as paint galvanizing or other contaminant is removed from where the ground lug is attached to the building steel. A direct connection to the building ground with a #6 AWG or larger copper conductor would be preferred. Also, supplemental ground rods can be added to reduce overall system resistance to ground.

### **Move Tsunami Radio**

For ease of access, we recommend the Tsunami radio be moved to the Dispatch equipment room. A small shelf could be placed on a wall or a small table in the corner of the room would suffice.





Figure 5 - Tsunami Warning UHF Radio

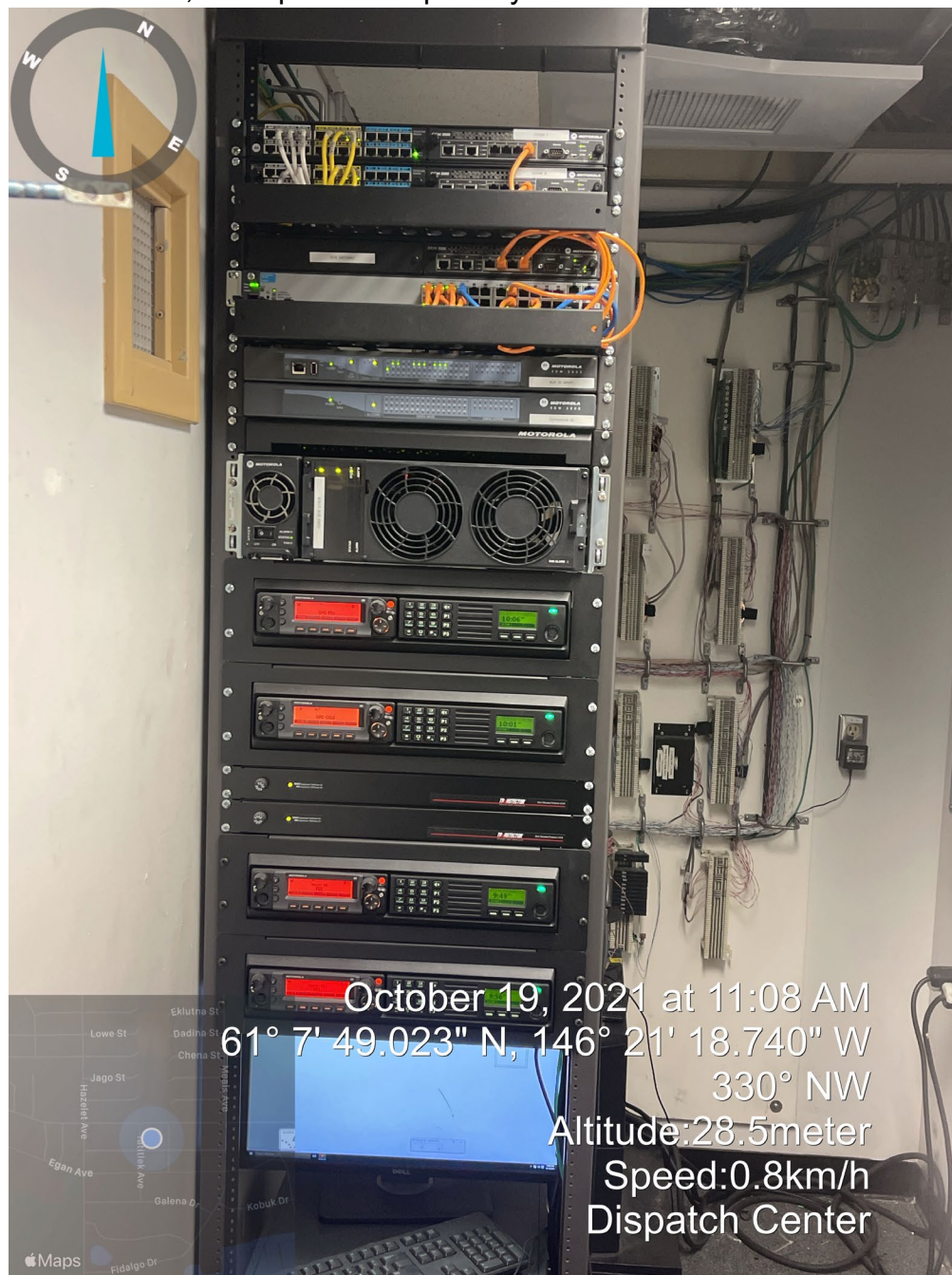


Figure 6 - Penthouse External Ground Bar

## Motorola System

A complete understanding of the Motorola system that is supporting the Dispatch Center needs to be produced by the responsible Motorola Systems entity, detailing the programming, maintenance and repair suggestions to this system.

The Motorola system is being used to record dispatch radio conversations, monitor environmental alarms, and operate the primary Fire and Law Enforcement radios.



*Figure 7 - Dispatch Center Motorola System*



This appears to be a trunked radio system, and understanding how the Talkgroups and Trunking is setup is essential when planning future area wide system upgrades. Depending on the wired interface to the radios; it may be possible to move the radios to a remote location by extending the City IP network to the remote location. Motorola makes an interoperability gateway, as do third parties which could support remote location of these radios.

The radios are combined to the antennas using “T” connections. This results in only half of the transmitter power going to the antenna while the other half goes out the opposing branch of the “T” to the other radio. This may not be harming the other radio if the radios have a transmit-receive relay which disconnects the receivers from the antenna while a transmitter is active.

### **Grain Silos**

The Valdez Grain Silos are an excellent location to provide radio coverage. It is centrally located, and tall enough to support a large coverage area.

Currently the city is using the Grain Silos for Fire and Law Enforcement repeaters supporting extension of the Fire and Law Enforcement Primary channels.



*Figure 8 - Valdez Grain Silos*

### Sweep Antenna Systems

If new cables and antennas were not installed with the repeater installations, they should be swept with a TDR to determine if they are functional and if the cable and connectors are undamaged.

### Antenna Spacing

Antenna spacing should be checked to ensure there is enough space where the antennas are mounted to provide acceptable separation. The repeaters allow the transmitters and receivers to operate in tandem through each repeaters duplexer. It is assumed that each repeater has its own transmit/receive antenna.

### Improve System Grounding

The ground system should be inspected ensuring the 10 ohms to ground requirement. The antennas cables need to be grounded near the antenna before the bend from horizontal to vertical. The cable should be connected through a VHF surge protector (i.e., Polyphaser) that is connected to the ground bar near the cable entrance to the shelter. Supplemental grounding may be needed to achieve the 10 ohms to ground requirement.

The existing communication antennas that are owned by various carriers are attached to the steel framed structure adjacent to the concrete silos (see Appendix A for current antenna layout). The perimeter of the structure is populated with multiple antennas, but there should be available locations to space the City of Valdez's antennas. The attachment of the antennas to the structure will need to be designed.

### Power Monitors

Power monitors can be added to the outputs of the two repeater transmitters at this site. These power monitors are web enabled and can be remotely accessed over the City's Enterprise network. These will help to identify transmitter, cable and antenna issues.



*Figure 9- EMR Corporation iPM-1 Power Monitor*

### Airport

With the Airport being a part of the Port of Valdez, the tower cab hosts antennas for the City of Valdez coordination of Port business, maintenance and emergency response at the Airport.



*Figure 10 - Airport Tower Cab*

#### Sweep Antenna Systems

The antennas and cables should be swept with a TDR to determine if any damage is present.

#### Antenna Spacing

The tower cab has enough area to provide suitable antenna separation. For Maximum separation and optimal performance, antennas operating in the same band (e.g., VHF, UHF, 700/800 MHz) should be mounted in corners diagonally across from each other.

#### Improve System Grounding

The grounding of all antennas and cabling should be checked to ensure all connections are properly made and connections are tight.

#### **Public Works Building (Vehicle Maintenance)**

The Public Works Building (Vehicle Maintenance Facility) is just West of the Petroleum Terminal in the City of Valdez (not the Alyeska VMT).

The Public Works Building is equipped with a two element exposed dipole antenna. This should provide good coverage over the City of Valdez and out to the Grain Silos. If more coverage is needed further from the building, adding a higher gain antenna, or increasing the antenna height would be options.





*Figure 11 - Public Works Building (VMF)*

### Sweep Antenna Systems

The antennas and cables should be swept with a TDR to determine if any damage is present.

### Improve System Grounding

The antenna and cable grounding should be verified to ensure there is no damage. There should be a ground bar inside where the antenna cable enters/exits the building and the antenna cable should be connected through a VHF RF Surge Suppressor. This ground bar should have a direct connection via a #6 AWG or larger copper conductor to the building entrance grounding system. This is usually located at the utility service meter base.

Building steel can be utilized as long as proper connections are made and verified.

### George Gilson Middle School

The Gilson Middle School is equipped with a single element exposed dipole antenna. If the intent for this antenna is to provide coverage in and around the school; we recommend moving the antenna away from the building so the antenna radiation pattern is pointed at the building.



*Figure 12- George Gilson Middle School*

#### Sweep Antenna Systems

The antennas and cables should be swept with a TDR to determine if any damage is present.

#### Move or Upgrade Antenna

There is a cell tower located at the water tank at the end of Mineral Creek Road that would work for antenna relocation. Alternatively, a directional antenna could be used at the water tank cell tower and directed at the school, increasing signal strength in and around the school.

#### Improve System Grounding

The antenna and cable grounding should be verified to ensure there is no damage. There should be a ground bar inside where the antenna cable enters/exits the building, and the antenna cable should be connected through a VHF RF Surge Suppressor. This ground bar should have a direct connection via a #6 AWG or larger copper conductor to the building entrance grounding system. This is usually located at the utility service meter base. Building steel can be used as long as proper connections are made and verified.

#### Civic Center

The Civic Center tower appears to support two WAN panel antennas. If the systems are not experiencing any issues nothing needs to be done. If these WAN connections are experiencing intermittent drop-outs we recommend the cables be verified, and the

grounding system reviewed. These antennas should be grounded to the tower steel, building steel or ground bar. Regardless of grounding used, verification of complete ground continuity to the utility services entrance needs to be verified.



*Figure 13 - Civic Center*

### **District Office**

The School District Building is not included in any of the FCC licenses provided by the City. If this location has transmitters or transceivers in operation, proper FCC licensing needs to be performed in order to bring this location into compliance.





*Figure 14 - School District Building*

#### Sweep Antenna Systems

As with the other sites; the cables and antenna should be swept with a TDR to ensure there are no damaged elements in the antenna system.

#### Improve System Grounding

Antenna and site grounding should be reviewed to ensure that the system is properly grounded. There should be a ground bar, outside or inside, where the antenna cable enters/exits the building, and the antenna cable should be connected through a VHF RF Surge Suppressor. This ground bar should have a direct connection via a #6 AWG or larger copper conductor to the building entrance grounding system. This is usually located at the utility service meter base. Building steel can be used as long as proper connections are made and verified.

#### **Fire Station 3**

Fire Station 3 is located near the intersection of River Drive and the Richardson Highway. It is equipped with a fiberglass collinear array antenna, similar to the ones used at City Hall, the Airport, and the School District Office.



*Figure 15 - Fire Station 3*

#### Sweep Antenna Systems

As with the other sites; the cables and antenna should be swept with a TDR to ensure there are no damaged elements in the antenna system.

#### Improve System Grounding

Antenna and site grounding should be reviewed to ensure that the system is properly grounded. There should be a ground bar, outside or inside, where the antenna cable enters/exits the building, and the antenna cable should be connected through a VHF RF Surge Suppressor. This ground bar should have a direct connection via a #6 AWG or larger copper conductor to the building entrance grounding system. This is usually located at the utility service meter base. Building steel can be used as long as proper connections are made and verified.

#### Sawmill (STP)

The Sawmill site is equipped with a two element exposed dipole antenna, similar to the one at the Public Works (VMF) building.



*Figure 16 - 800 Sawmill Drive (STP)*

#### Sweep Antenna Systems

As with the other sites; the cables and antenna should be swept with a TDR to ensure there are no damaged elements in the antenna system.

#### Improve System Grounding

Antenna and site grounding should be reviewed to ensure that the system is properly grounded. There should be a ground bar, outside or inside, where the antenna cable enters/exits the building, and the antenna cable should be connected through a VHF RF Surge Suppressor. This ground bar should have a direct connection via a #6 AWG or larger copper conductor to the building entrance grounding system. This is usually located at the utility service meter base. Building steel can be used as long as proper connections are made and verified.

#### Harbor Master

The Harbor Master office provides very good coverage of downtown Valdez and the Valdez harbor. There are several antennas at the Harbor Master office, they should all be reviewed and any unused antennas and cables should be removed.





*Figure 17 - Harbor Master*

#### Sweep Antenna Systems

As with the other sites; the cables and antenna should be swept with a TDR to ensure there are no damaged elements in the antenna system.

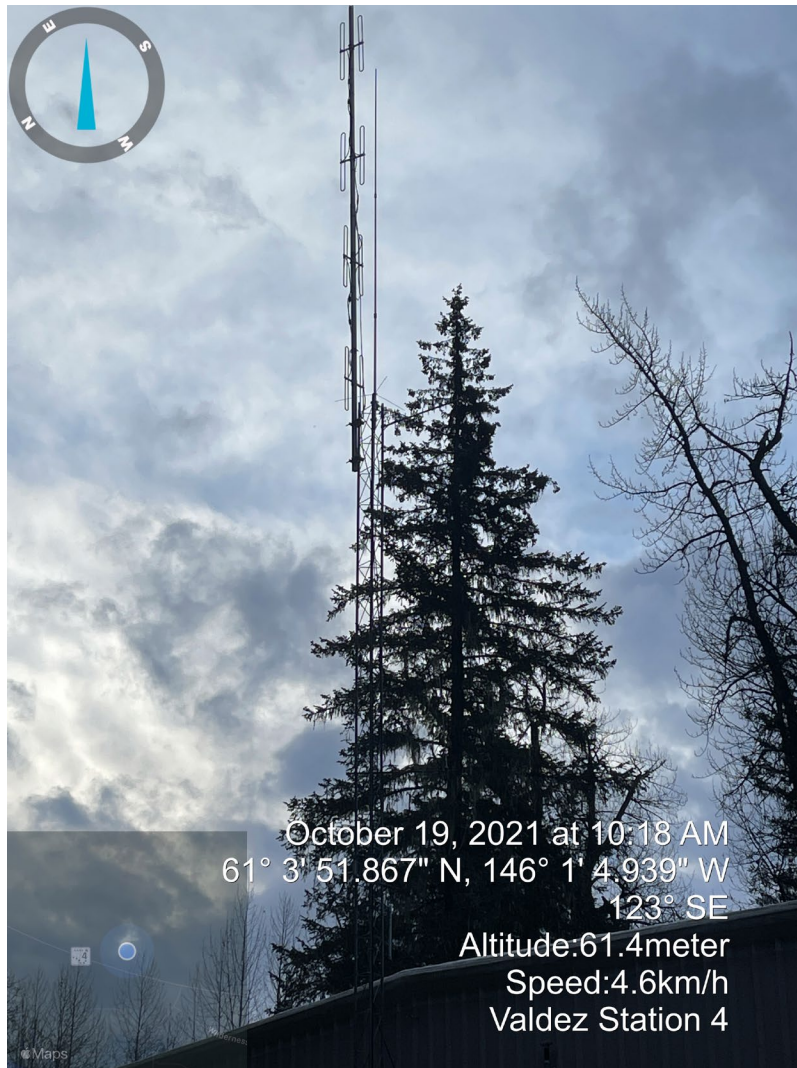
#### Improve System Grounding

Antenna and site grounding should be reviewed to ensure that the system is properly grounded. There should be a ground bar, outside or inside, where the antenna cable enters/exits the building, and the antenna cable should be connected through a VHF RF Surge Suppressor. This ground bar should have a direct connection via a #6 AWG or larger copper conductor to the building entrance grounding system. This is usually located at the utility service meter base.

#### **Fire Station 4**

Fire Station 4 is equipped with a dual four element exposed dipole VHF antenna. There is also a ground plane omni-directional VHF (VHF/UHF) antenna and a cellular band yagi antenna. The yagi antenna is most likely attached to the Wilson Cellular in-building amplifier to boost indoor cellular coverage.





*Figure 18 - Fire Station 4*

### Sweep Antenna Systems

As with the other sites; the cables and antenna should be swept with a TDR to ensure there are no damaged elements in the antenna system.

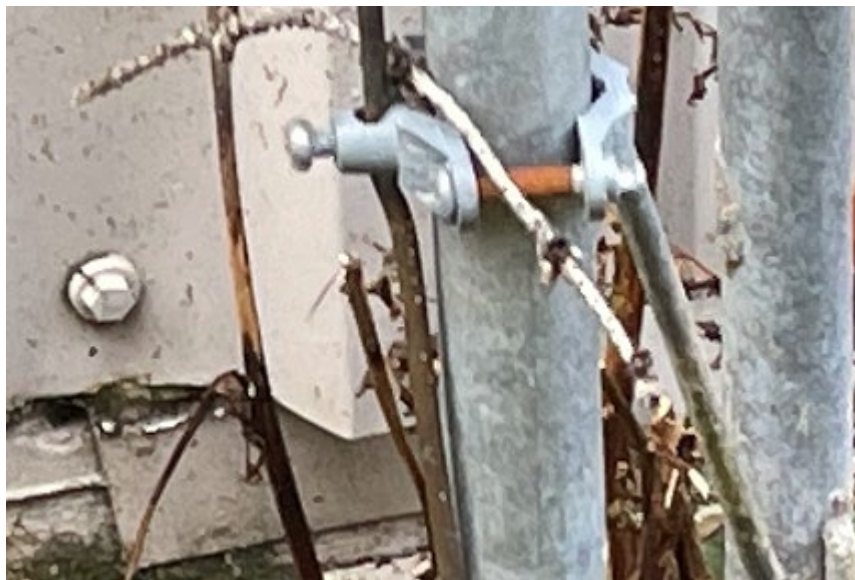
### Improve System Grounding

Antenna and site grounding should be reviewed to ensure that the system is properly grounded. There should be a ground bar, outside or inside, where the antenna cable enters/exits the building, and the antenna cable should be connected through a VHF RF Surge Suppressor. This ground bar should have a direct connection via a #6 AWG or larger copper conductor to the building entrance grounding system. This is usually located at the utility service meter base.





*Figure 19 - Fire Station 4 Tower Base*



*Figure 20 - Fire Station 4 Tower Ground*



The tower ground at Fire Station 4 indicates the tower is not properly grounded. The above photo depicts the ground connection for the tower. Since the galvanizing was not removed from the tower, or the grounding bracket, this tower is ungrounded.

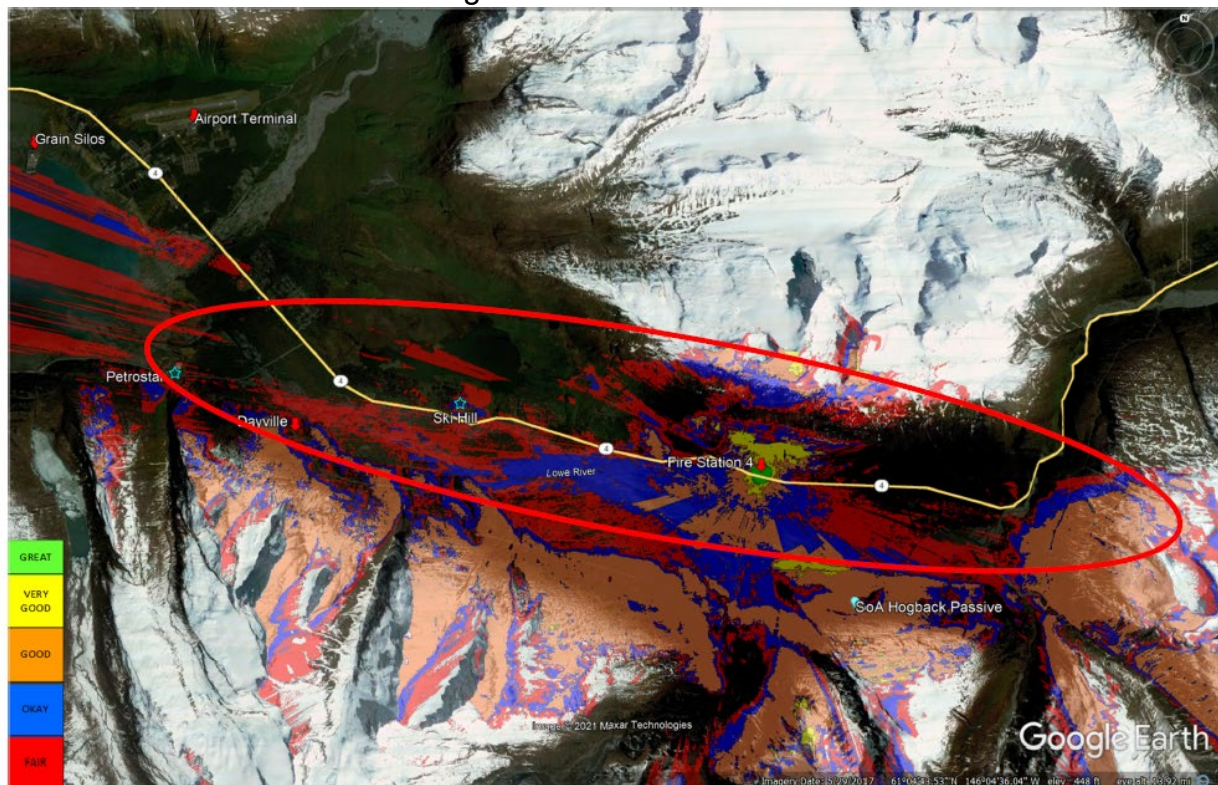
While it is not possible to install a proper ground ring around the building; a grounding system could be installed on the side of the building where the tower is located. Using several ground rods, and #2 AWG Solid Bare Tinned Copper, a proper ground could be established and then connected to the tower via exothermic weld.

## **10 Mile Coverage**

With Coverage of the 10 Mile corridor being of primary interest to the City of Valdez. Attached below shows possible coverage options of this corridor from different locations.

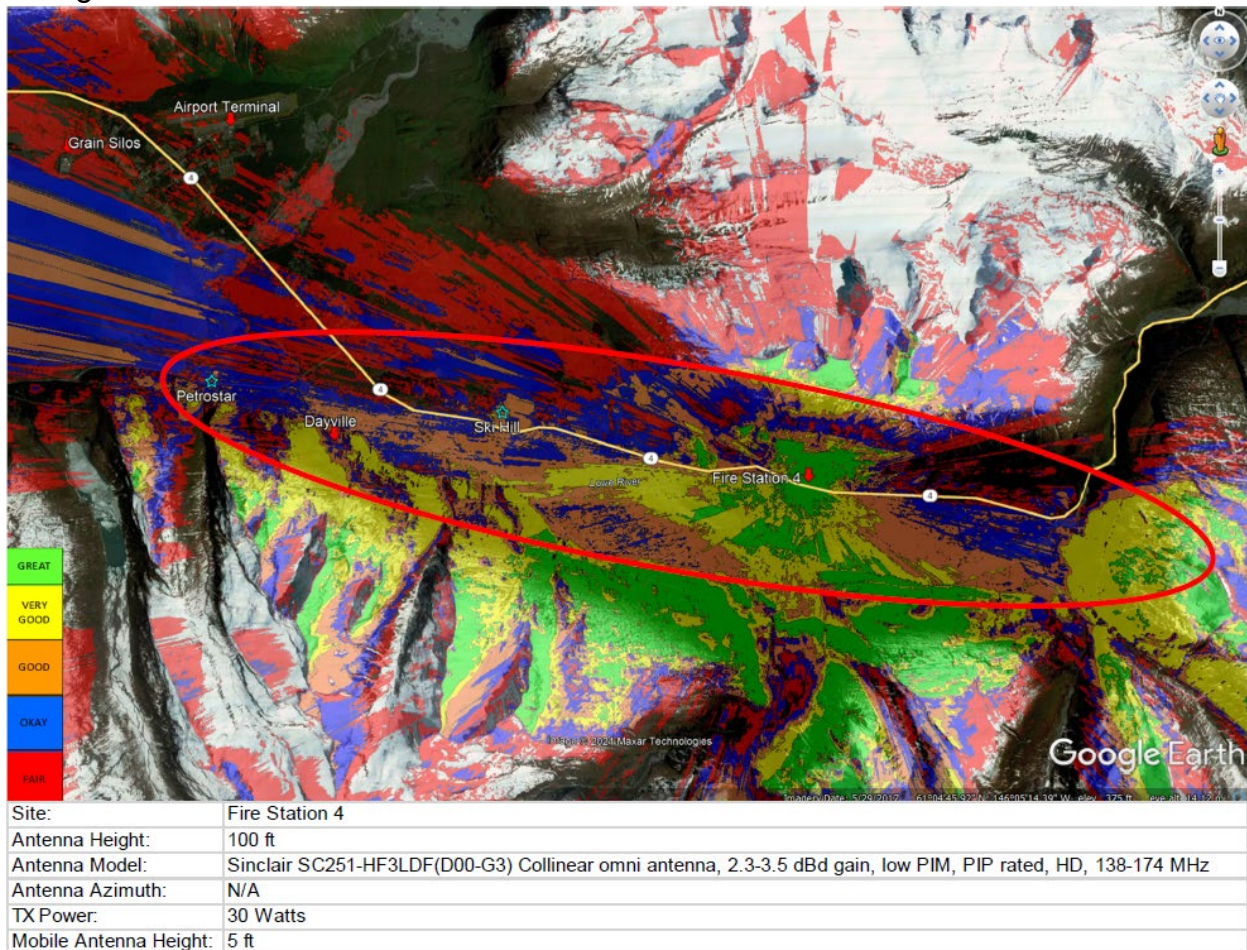
## **Fire Station 4**

Because of the height (approximately 40 feet), of the existing Fire Station 4 antenna it does not provide sufficient coverage of this corridor. Additionally, there is terrain to the Northwest that blocks the coverage in that direction.



Site:	Fire Station 4
Antenna Height:	40 ft
Antenna Model:	Sinclair SC251-HF3LDF(D00-G3) Collinear omni antenna, 2.3-3.5 dBd gain, low PIM, PIP rated, HD, 138-174 MHz
Antenna Azimuth:	N/A
TX Power:	30 Watts
Mobile Antenna Height:	5 ft

The following shows expected coverage from a Fire Station 4 antenna positioned at height of 100 feet. The coverage is moderately better than the same antenna located at a height of 40 feet.

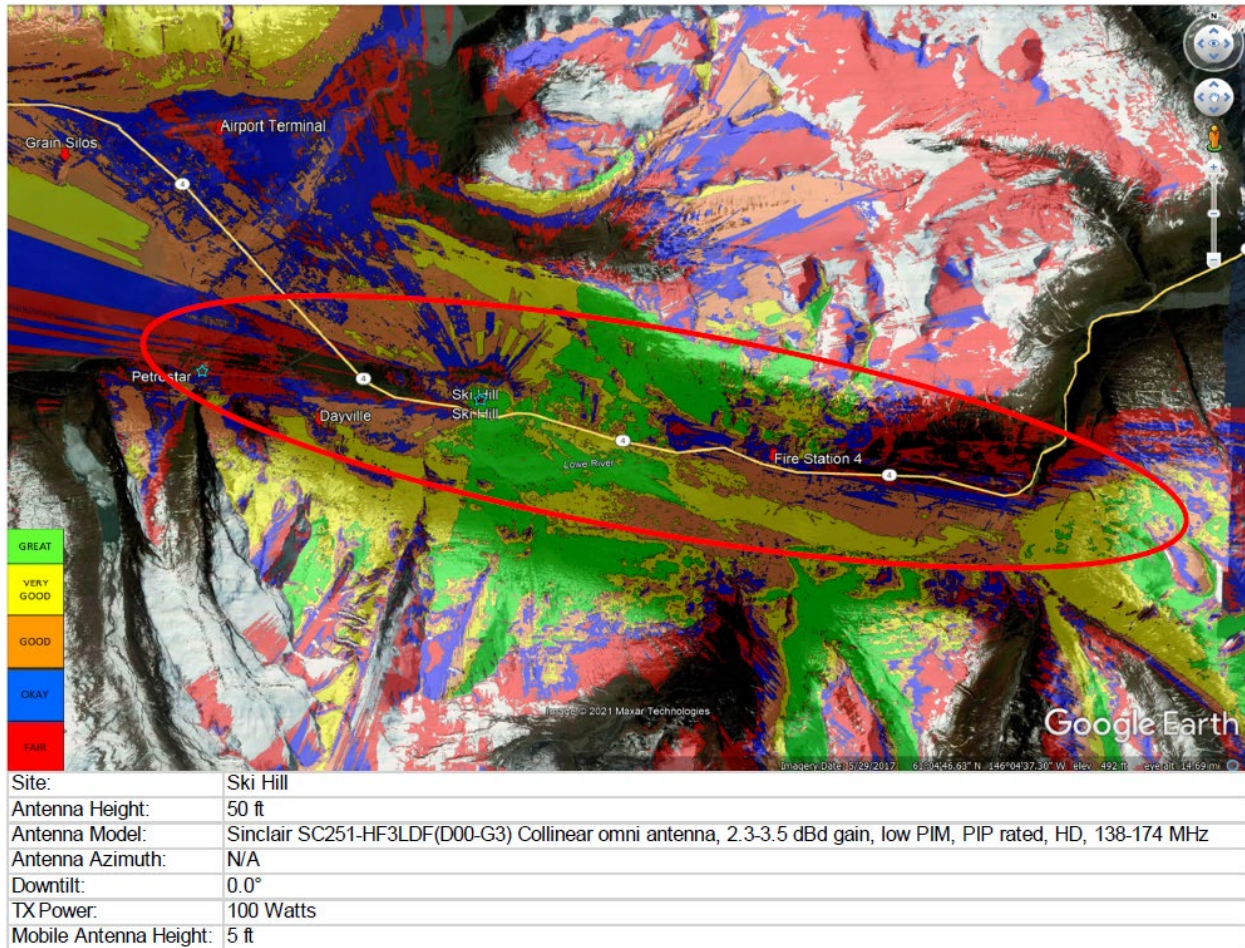


Due to the radiation pattern of omnidirectional antennas; most of the energy is radiated outward in a donut shape with little downward output. A possible approach to improve coverage is to move the antenna away from the intended area of coverage and place it in the largest part of the “donut.”

### **Ski Hill**

This shows the expected coverage from an omnidirectional antenna located at 50 feet at the top of the Ski Hill location. This is the best coverage of the four scenarios shown in the Exhibits.

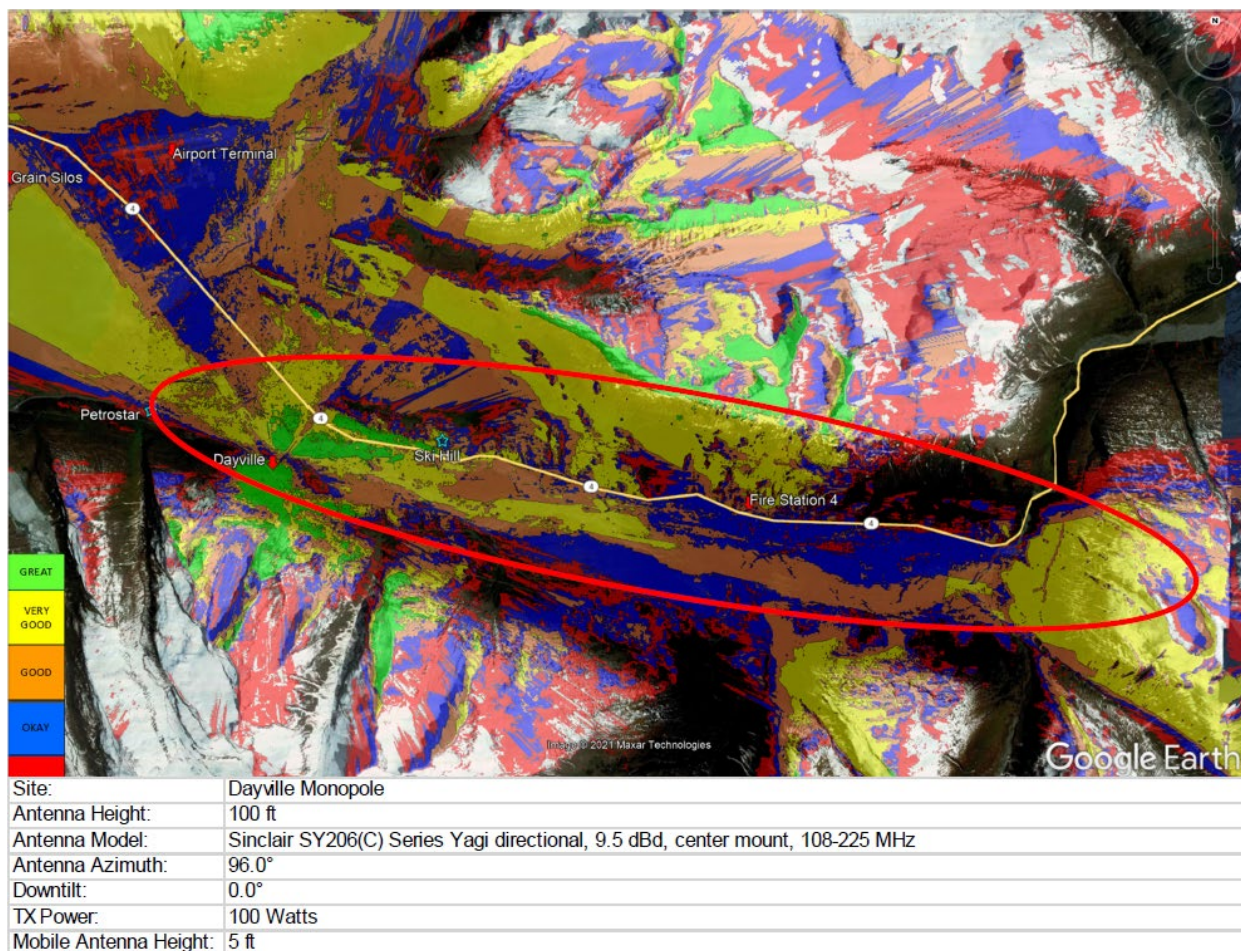




## **Dayville Cell Tower**

A possible and less expensive option may be to collocate a yagi antenna on the Crown Castle monopole located on the TAPS Access Road just South of Dayville Road<sup>2</sup>. This is a 100 ft monopole that hosts AT&T Wireless. The following shows the expected coverage from a yagi antenna mounted at 100 feet and pointed on an azimuth of 96°. This orientates the antenna through the 10 Mile corridor.

<sup>2</sup> <https://www.crowncastle.com/infrastructure-solutions/?level=13&center=-146.20201,61.07213>



## **Future Improvements**

### **Centralized Radios**

There are several radios spread around the City that would benefit from being collocated at the Grain Silos. This collocation would provide better coverage for all users on the system as the Grains Silos provide the best coverage for the City.

Centralizing the radios would require a transmit combining system and a receive combining system. There would be two antennas; one for transmitting signals and one for receiving signals. These would be spaced as far apart as possible on the Grain Silo. This might enable moving the existing Fire and Law repeaters from the Grain Silo to the Dayville monopole or a new tower on Ski Hill to provide the desired 10 Mile corridor coverage. The method of separating the transmit and receive signals on separate antennas provides the best possible isolation for each frequency. The transmit combiner runs each transmit signal through a tuned filter to provide the cleanest signal to the receivers.



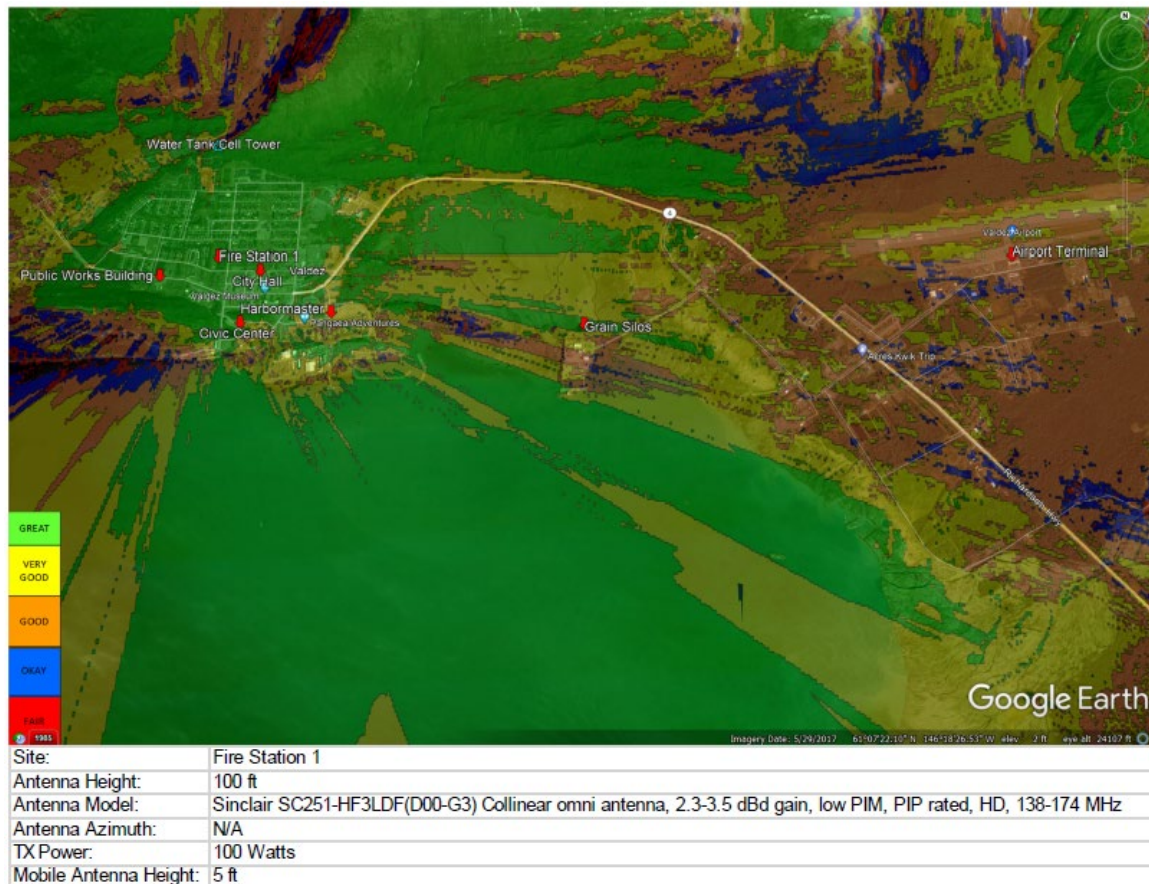
The Dispatch Center Motorola radios could be relocated either using a Motorola gateway device, or a third party (e.g. JPS Interoperability Solutions).

### **In Building Coverage**

Issues with coverage in-building were mentioned during the site visit. As construction methods have developed to make them more economical to operate, the impact makes the radio signals ability to penetrate into buildings far more difficult. One solution to alleviate this issue is the utilization of Distributed Antenna Systems (DAS). A DAS system uses bi-directional amplifiers combined with exterior and interior antennas to boost the radio signals inside a building. The City already has a simple DAS system set up in Fire Station 4 to enhance cellular coverage inside the station.

### **Fire Station 1 Tower**

During the site visit constructing a new tower at Fire Station 1 was discussed. This could be to support a redundant or emergency dispatch center should something happen to the one located at City Hall. Below shows the expected coverage of an omni-directional antenna at 100 ft located at Fire Station 1. It could also be used to start a development of an open based system (non-Motorola) for growth and eventual transition from the existing dispatch system.





Additionally, the fire station is located in an R-A (single-family residential) zoning district. In an R-A zone, structures such as towers are limited to thirty-five feet in height. A conditional use permit (CUP) is required for the construction of communication towers exceeding thirty-five feet in height. The CUP must show that the area cannot be adequately served by a telecommunication tower located in a nonresidential zoning district.

### **Design Cost**

We estimate that the design cost for the listed sites will be \$115,201. In appendix B is a materials cost sheet we will use to discuss options with the City to fulfill the needs and budget available.



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## Legislation Text

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**File #:** RES 23-0017, **Version:** 1

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**ITEM TITLE:**

#23-17 - Authorizing Submission of a Community INNOVATION Grant Application to Thread to Assist with Community Child Care Planning and Capacity Building Efforts

**SUBMITTED BY:** Mark Detter, City Manager/Elise Sorum-Birk, Deputy City Clerk

**FISCAL NOTES:**

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

**RECOMMENDATION:**

Approve.

**SUMMARY STATEMENT:**

Resolution #23-17 is attached for review.

The Community INNOVATION Grant, administered by thread on behalf of the State of Alaska Department of Health's Child Care Program Office is a funding opportunity open to any Alaska community interested in furthering its efforts in sustainable child care solutions and increasing access to high quality, affordable licensed child care.

The grant program acknowledges that Alaska communities are at different stages of identifying, planning and advancing child care needs and prioritizes projects that involve multiple local partners. There are minimal funding restrictions as to the types of projects applicants can pursue and no required match. Grant awards will range from \$100,000 to \$2,000,000.

If awarded funding, the City of Valdez would be able to monetarily support tangible aspects of the work to be done by the newly established Child Care Crisis Task Force, including assessment of facilities (and potential future facility retrofit) and training opportunities for child care professionals.

The application period for this program is brief - it opened on March 21, 2023 and closes on April 14, 2023. Projects are to be completed by June 30, 2025.

More information about this grant opportunity can be found on the thread website here:

[<https://www.threadalaska.org/community-innovation-grant/>](https://www.threadalaska.org/community-innovation-grant/)

CITY OF VALDEZ, ALASKA

RESOLUTION #23-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING THE SUBMISSION OF A COMMUNITY INNOVATION GRANT APPLICATION TO THREAD TO ASSIST WITH COMMUNITY CHILD CARE PLANNING AND CAPACITY BUILDING EFFORTS

WHEREAS, the Valdez City Council recognizes inadequate child care as a major community and statewide challenge; and

WHEREAS, through adoption of Resolution 23-07, the Valdez City Council established the Child Care Crisis Task Force to engage key stakeholders in a strategic planning process to address the ongoing child care crisis; and

WHEREAS, certain tangible aspects of work assigned to the Child Care Crisis Task Force, including the proposed facilities assessment process and work force development efforts would benefit from concrete monetary support; and

WHEREAS, the Community INNOVATION Grant, administered by thread on behalf of the State of Alaska Department of Health's Child Care Program Office, aims to support community projects that increase and sustain the availability of high quality, affordable licensed childcare across Alaska; and

WHEREAS, the grant program focuses on locally driven efforts that meet the unique child care needs of a community; and

WHEREAS, the grant has limited funding restrictions with no required match; and

WHEREAS, communities experiencing shortages in child care are encouraged to apply for grant funding to support community planning efforts for strengthening the child care workforce, improving child care quality, capacity building, or family engagement; and

WHEREAS, it is essential to leverage all available resources to plan for and create a sustainable system of child care to serve the families of Valdez.

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

The City supports the community child care planning and capacity building process to be undertaken by the Child Care Crisis Task Force and the City Council authorizes City Manager Mark Detter to apply for a Community INNOVATION Grant through thread to support these efforts.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 4<sup>th</sup> day of April, 2023.

CITY OF VALDEZ, ALASKA

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Sharon Scheidt, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk



## Legislation Text

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**File #:** RES 23-0018, **Version:** 1

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**ITEM TITLE:**

#23-18 - Establishing a Residential Surcharge for Residential Vessels in the Valdez Boat Harbor and Repealing Resolution #00-60 Formerly Establishing Residential Surcharge Fees

**SUBMITTED BY:** Sarah Von Bargaen, Harbormaster

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Approve recommendation to City Council to update the existing fee structure of the Harbor Residential Surcharge and repeal Resolution No. 00-60 naming such fees.

**SUMMARY STATEMENT:**

The Ports & Harbor Commission has reviewed the attached resolution with proposed increases and changes to Resolution No. 00-60. The Commission and staff are now submitting to City Council for approval their final recommendations naming such fees.

The fees for the residential surcharge have not been reviewed or changed since 2000.



CITY OF VALDEZ, ALASKA

RESOLUTION #23-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ ALASKA, ESTABLISHING A RESIDENTIAL SURCHARGE FOR RESIDENTIAL VESSELS IN THE VALDEZ BOAT HARBOR AND REPEALING RESOLUTION NO. 00-60 FORMERLY ESTABLISHING A RESIDENTIAL SURCHARGE

WHEREAS, the city of Valdez does manage the Valdez Harbors; and

WHEREAS, the City of Valdez does allow persons to reside in the Valdez Harbors: and

WHEREAS, the City of Valdez does not have a personal property tax or sales tax; and

WHEREAS, a major share of the City's budget is generated by real property tax; and

WHEREAS, Ordinance 00-60 grants the authority for the assessment of a residential surcharge; and

WHEREAS, persons residing in the Valdez Harbors use services provided by the City.

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

Section 1. Persons living on their vessel in the harbor for more than 90 days in any calendar year shall pay a residential surcharge.

Section 2. The residential surcharge shall be billed on January 1 of each year. Charges for new residents will be billed upon residency. Payment shall be delivered to the City of Valdez no later than thirty (30) days after billing to avoid delinquent status. Delinquent accounts will be assessed a late charge at 10.5% per year for each month of delinquency.

Section 3. The fees shall be as follows and will increase by 1% annually:

Vessels less than 30 feet in length	\$4.80 per foot per year
Vessels between 30 and 39 feet in length	\$7.20 per foot per year
Vessels between 40 and 49 feet in length	\$9.60 per foot per year
Vessels between 50 and 59 feet in length	\$12.00 per foot per year

Resolution No. 23-18  
Page 2

Vessels 60 feet and greater in length \$14.40 per foot per year

All vessels will also be assessed the established quarterly water/sewer fee.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
VALDEZ, ALASKA, this 4<sup>th</sup> day of April, 2023.

CITY OF VALDEZ, ALASKA

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Sharon Sheidt, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk

CITY OF VALDEZ, ALASKA

RESOLUTION NO 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ ALASKA, ESTABLISHING A RESIDENTIAL SURCHARGE FOR RESIDENTIAL VESSELS IN THE VALDEZ BOAT HARBOR AND REPEALING RESOLUTION NO. 00-60 FORMERLY ESTABLISHING A RESIDENTIAL SURCHARGE

WHEREAS, the city of Valdez does manage the ~~Small Boat~~ Valdez Harbors; and

WHEREAS, the City of Valdez does allow persons to reside in the ~~Small Boat~~ Valdez Harbors; and

WHEREAS, the City of Valdez does not have a personal property tax or sales tax; and

WHEREAS, a major share of the City's budget is generated by real property tax; and

WHEREAS, Ordinance ~~99-05~~ 00-60 grants the authority for the assessment of a residential surcharge; and

WHEREAS, persons residing in the ~~Small Boat~~ Valdez Harbors use services provided by the City.

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

Section 1. Persons living on their vessel in the harbor for more than 90 days in any calendar year shall pay a residential surcharge.

Section 2. The residential surcharge shall be billed on January 1 of each year. Charges for new residents will be billed upon residency. Payment shall be delivered to the City of Valdez no later than thirty (30) days after billing to avoid delinquent status. Delinquent accounts will be assessed a late charge at 10.5% per year for each month of delinquency.

Section 3. The fees shall be as follows and will increase by 1% annually:

Vessels less than 30 feet in length	<del>\$2.40</del> <u>\$4.80</u> per foot per year
Vessels between 30 and 39 feet in length	<del>\$3.60</del> <u>\$7.20</u> per foot per year
Vessels between 40 and 49 feet in length	<del>\$4.80</del> <u>\$9.60</u> per foot per year
Vessels between 50 and 59 feet in length	<del>\$6.00</del> <u>\$12.00</u> per foot per year

Resolution No.  
Page 2

Vessels between 60 feet and greater in length ~~\$7.20~~ \$14.40 per foot per year

All vessels will also be assessed the established quarterly water/sewer fee.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
VALDEZ, ALASKA, this 4<sup>th</sup> day of December, 2000.

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Sharon Scheidt, Mayor

ATTEST:

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



## Legislation Text

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**File #:** RES 23-0019, **Version:** 1

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**ITEM TITLE:**

#23-19 - Naming Rates & Fees for Use of Facilities in the Valdez Harbors and Repealing Resolution No. 21-53 Naming Such Rates & Fees

**SUBMITTED BY:** Sarah Von Barga, Harbormaster

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Approve recommendation to City Council to name rates and fees for use of facilities in the Valdez Harbors and repeal Resolution No. 21-53 naming such rates and fees.

**SUMMARY STATEMENT:**

The Ports & Harbor Commission has reviewed the attached resolution with proposed increases and changes to the Harbors' rates. The Commission and staff are now submitting to City Council for approval their final recommendations for rate increases and changes for use of the facilities within the Valdez Harbors.

The new following recommended changes for approval are:

- Pro-rating annual moorage for new tenant holders who are assigned a slip at various times of the calendar year.
- Adjusting the itinerant passenger vessel fee from \$1.00 to \$2.00.
- Requiring a valid City of Valdez business registration/license for all commercial passenger, charter, etc. vessels while operating in the Valdez Harbors.
- Removal of monthly live-aboard fee.
- Adjusting the north basin upland summer storage fee from \$6.25 to \$6.50.
- Setting a monthly electrical rate for upland storage and maintenance/wash-down pads which matches the rate charged for in-water electric usage.
- Adjusting the minimum length of boats using the Travelift from 35' to 30'.

- Addition of daily jack stand use fee of \$25.00/day.
- Addition of fee for vessels requiring use of the Travelift that are uninsured.
- Adjusting the pump-out fees to be per pump instead of just a single flat fee.
- Addition of \$60.00 flat fee if other harbor equipment is used for customer assistance.
- Increasing the collection fee from \$100.00 to \$500.00.
- Addition of seven new miscellaneous fees/fines:
  - Defacing of Harbor property - \$100.00
  - Release of fireworks within Harbor property - \$500.00
  - Failure to return temporary card key - \$50.00
  - Unauthorized use of wheeled or motorized conveyances on docks and in water - \$100.00
  - Unauthorized attachment of cleats, bumpers, etc. on floats - \$100.00
  - Utilization of boat grid without authorization - \$300.00



CITY OF VALDEZ, ALASKA

RESOLUTION #23-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA NAMING RATES AND FEES FOR USE OF FACILITIES IN THE VALDEZ HARBORS AND REPEALING RESOLUTION NO. 21-53 FORMERLY NAMING SUCH RATES AND FEES

WHEREAS, the Valdez Harbors are operated and maintained under the jurisdiction of the Valdez City Council; and,

WHEREAS, Resolution No. 21-53 previously established the schedule of rates and fees for the public use of the Valdez Harbors; and,

WHEREAS, the City Council has determined that adjustments in rates and fees are necessary in order to provide for adequate funding of long-term maintenance and operations of the Harbors.

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

Section 1. Resolution No. 21-53 is hereby repealed.

Section 2. The attached schedule of rates and fee shall govern the public use of the facilities in the Valdez Harbors.

Section 3. This resolution shall become effective upon approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 4<sup>th</sup> day of April, 2023.

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Sharon Scheidt, Mayor

ATTEST:

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

**VALDEZ SMALL BOAT HARBOR  
SCHEDULE OF RATES AND FEES  
RESOLUTION #23-19**

**SECTION I. MOORAGE FEES**

**A. Annual Slip Rental**

The due date for all annual moorage rentals is established as January 1 in any calendar year to allow maximum utilization of the Valdez Harbors. At the option of the vessel owner, the moorage fee may be paid in annual, semi-annual or monthly installments. In the event a reserved moorage space comes available later in the calendar year, annual moorage shall be pro-rated based on the date of assignment, either semi-annual, quarterly, monthly or daily as applicable.

The annual moorage fee for reserved moorage privileges shall be based on the length of float assigned or the overall length of the vessel (including all hull attachments, such as bowsprits, davits, dinghies, etc.) whichever is longer. (Commercial seine skiffs are exempt).

The rate structure for reserved moorage privileges on A-K and R-W Docks will be increased annually to help offset the ongoing effects of inflationary pressures and other cost escalations associated with the long-term maintenance and operations of the Valdez Harbors. Annual increases will be set initially in three-year increments followed by yearly increments and be expressed as a percentage amount, not to be exceeded.

Twenty foot (20') sized slip moorage rates will be evaluated periodically, but will not increase unless authorized by this resolution. Twenty foot (20') sized slip rates will be charged at thirty-five dollars (\$35.00) per foot per year.

For the three-year period 2022, 2023, and 2024 the annual increase for reserved moorage for twenty-four foot (24') to forty foot (40') slips will be a percentage amount not to exceed two and a half percent (2.5%) per year. Annual increase for slips sized forty-eight feet (48') or longer will be a percentage amount not to exceed five percent (5%) per year. This resolution authorizes an increase of up to this amount each year, except that the City Council may during the annual budget process, set the increase at a lesser amount for the next calendar year. After the three-year period, twenty-four foot (24') slips and larger moorage will increase by one percent (1%) annually.

Reserved moorage rates for 2022 for twenty-four foot (24') to forty foot (40') slips will be charged at forty-eight dollars and twenty-nine cents (\$48.29) per foot per year, and rates for forty-eight foot (48') slips and longer will be charged at forty-nine dollars and forty-seven cents (\$49.47) per foot per year.

Reserved moorage rates for 2023 for twenty-four foot (24') to forty foot (40') slips will be charged at forty-nine and fifty cents (\$49.50) per foot per year-, and rates for forty-eight foot (48') slips and longer will be charged at fifty-one and ninety-five cents (\$51.95) per foot per year.

Reserved moorage rates for 2024 for twenty-four foot (24') to forty foot (40') slips will be charged at fifty dollars and seventy-four cents (\$50.74) per foot per year-, and rates for forty-eight foot (48') slips and longer will be charged at fifty-four and fifty-five cents (\$54.55) per foot per year.

Reserved semi-annual moorage rates on A-M and R-W Docks may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Reserved monthly moorage rates on A-M and R-W Docks may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

Reserved Tour Boat Dock moorage rates will be evaluated periodically, but will not increase unless authorized by this resolution. Tour Boat Dock rates will be charged at eighty dollars and twenty-three cents (\$80.23) per foot per year. At the option of the vessel owner, the moorage fee may be paid in annual, semi-annual or monthly installments.

Reserved semi-annual moorage rates on Tour Boat Dock may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Reserved monthly moorage rates on Tour Boat Dock may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

All tour boats 60 feet overall length or longer shall be berthed at the Tour Boat Dock. All slips located at the Tour Boat Dock facility shall be classed as 60-foot slips. The rate shall be the annual moorage rate fee per foot per year based on the 60-foot length of the slip or the vessel length, whichever is greater. Tour boats have preferential rights to all Tour Boat Dock slips. In the event more tour boats than Tour Boat Dock slips are available, a waiting list will be implemented.

#### B. Transient Slip Rental

For the purpose of calculating moorage, daily moorage is considered a 24-hour period from 8:00 a.m. to 8:00 a.m. the following day. Up to three (3) hours will be allowed for loading and unloading of vessels. Vessels moored longer than three (3) hours will be assessed transient moorage fees.

#### 1. Annual Transient Slip Rental

The annual moorage fee for transient moorage privileges shall be 115% of the rate charged for reserved moorage. This fee shall be based on the length of the normally assigned float or the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) whichever is longer. The annual rate applies only if paid in advance. At the option of the vessel owner, the annual moorage fee may be paid in annual, semi-annual or monthly installments.

Transient annual, semi-annual moorage rates on A-M Docks may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Transient annual, monthly moorage rates on A-M Docks may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

Transient annual, semi-annual moorage rates on Tour Boat Dock may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Transient annual, monthly moorage rates on Tour Boat Dock may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

#### 2. Monthly Transient Slip Rental

##### a. Paid in Advance

The monthly rate for transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) shall be nine dollars and sixty-three cents (\$9.63) per foot for all docks except the Tour Boat Dock slips, which shall be twenty dollars (\$20.00) per foot if paid in advance. The monthly rate applies only if paid in advance.

##### b. Billed

The monthly rate for billed transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.)

shall be fourteen dollars and forty-five cents (\$14.45) per foot for all docks except the Tour Boat Dock slips, which shall be thirty dollars (\$30.00) per foot if moorage must be collected through an invoice.

### 3. Daily Transient Slip Rental

The daily rate for transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.), shall be as follows:

Daily moorage paid in advance	Charged at \$0.77 per foot per day
Daily moorage billed	Charged at \$1.16 per foot per day
Daily moorage paid in advance for Tour Boat Dock slips	Charged at \$1.50 per foot per day
Daily moorage billed for Tour Boat Dock slips	Charged at \$2.25 per foot per day

### C. Miscellaneous Moorage Fees

Vessels which occupy more than one-half (1/2) of the space between two (2) finger floats will be assessed an over-width fee of two dollars (\$2.00) per square foot over the allowed space.

Vessels propelled solely by human power and that occupy less than one-half (1/2) of the space between two (2) finger floats will be assessed a fee of twenty-five cents (\$0.25) per square foot per day or two dollars (\$2.00) per square foot per month.

Seaplanes will be assessed moorage by the width of the wings, i.e., if a seaplane takes up the space of three (3) slips, it will be charged accordingly.

Tour or charter vessels using moorage in the harbor to transport passengers (but not staying in the harbor more than three (3) hours, will be assessed a transient passenger tax. This fee will be ~~one dollar (\$1.00)~~ **two dollars (\$2.00)** per passenger, per boarding trip. Insurance will be required and the City of Valdez listed as an additional insured.

All commercial vessels, including but not limited to fishing charters, tours, water taxis, kayak transport vessels, etc. shall pay one dollar (\$1.00) per passenger, per boarding trip starting in 2023. All commercial vessels listed in this section are required to provide the harbor with a valid business registration with the City of Valdez on an annual basis while operating in Valdez and list the City of Valdez as "additional insured". Failure to provide valid registration could result in the loss of permanent slip or use of moorage within the harbor and/or possible fines.

Vessels mooring at the Drive-Down Float (DDF) in the South Basin will be assessed a prepaid rate one dollar and fifty cents (\$1.50) per foot per day or a billed rate of three dollars (\$3.00) per foot per day. DDF is there for active loading and unloading and occasional net repair, not for long-term moorage). Vessels that have paid annual

moorage may be exempt from additional DDF fees upon approval and/or scheduling with the Harbormaster.

~~Vessels used as a primary residence shall be charged a monthly fee of seventy-five dollars (\$75.00) and each additional person will be charged an additional twenty-five dollars (\$25.00).~~

Auxiliary vessels tied alongside the primary vessel, so long as they do not interfere with maneuverability of other vessel operators are allowed. The auxiliary vessel shall be charged transient moorage fees while in the water as applies from Section B. Commercial seine skiffs are exempt.

## **SECTION II.            UPLAND STORAGE**

A. Upland storage of vessels, vessels on trailers, trailers, or cradles during winter months (October 1 - April 30) shall be charged at a minimum rate of sixty dollars (\$60.00) per vessel, vessel on trailer, trailer, or cradle per month, up to thirty feet (30') in length. For all storage over thirty feet (30') in length, an additional two dollars (\$2.00) per foot per month shall be charged.

B. Upland storage of vessels, vessels on trailers, trailers, or cradles during the summer months (May 1 - September 30) shall be six dollars and ~~twenty-five~~ fifty cents (~~\$6.25~~) (\$6.50) per day per vessel, vessel on trailer, trailer, or cradle in the North Basin Uplands and shall be three dollars and twenty-five cents (\$3.25) in the South Basin Uplands.

C. Upland storage of vessels, vessels on trailers, trailers, cradles, or vessels on cradles during the summer months (May 15 - August 31) stored in the truck/trailer area of the yard shall be charged twelve dollars and fifty cents (\$12.50) per day.

D. Upland storage of vessels, vessels on trailers, trailers, or cradles staying past the nine (9) month allotted time in both basins shall be charged a fee that doubles each additional nine (9) months.

E. Upland storage/parking of vessels hooked to a vehicle or trailers hooked to a vehicle in excess of seven (7) days will be charged the same fees applicable for winter or summer storage based on what basin uplands they are in.

F. Upland storage of vessels or trailers in the eastern long-term parking area shall be charged the winter or summer storage rates as applicable.

G. Fisherman's Dock storage space shall be charged at a rate of two dollars (\$2.00) per foot per day with a minimum length of thirty feet (30').

H. An environmental fee shall be charged to all vessels storing their vessels in the Harbor uplands to help offset SWPPP fees and upland washdown system maintenance.

1. Trailered vessels shall be charged a flat fee of twenty dollars (\$20.00).
2. Vessels up to 35' shall be charged a flat fee of fifty dollars (\$50.00).
3. Vessels 36'-45' shall be charged a flat fee of sixty dollars (\$60.00).
4. Vessels 46' and over shall be charged a flat fee of seventy dollars (\$70.00).

I. ~~Impounded vessels stored within Harbor uplands shall be charged a minimum fee of one hundred dollars (\$100.00) a month or five cents (\$0.05) per square foot per day.~~

### **SECTION III. BOAT LIFT AND TRAILER HAUL-OUTS**

A. The following charges shall be made for use of the 75-ton Travelift and Harbor Trailers. However, the Harbor reserves the right to refuse lift and trailer services if necessary.

1. The minimum fee for a lift or trailer haul-out (emergency only) shall be three hundred dollars (\$300.00) for the first hour of use or any portion of time less than one (1) hour. Vessels up to thirty-five feet (~~35~~ 30') in length shall be charged the minimum lift fee. Vessels ~~thirty-six~~ thirty-one feet (~~36~~ 31') and longer shall be charged the minimum lift fee plus and additional one dollar (\$1.00) per foot over thirty feet (30'), i.e. a vessel of thirty-eight feet (38') shall be charged a rate of three hundred thirty-eight dollars (\$338.00).
2. For use of the lift in excess of one (1) hour over scheduled lift time, a fee of four hundred ten dollars (\$410.00) plus one dollar (\$1.00) for each additional foot over thirty feet (30') per hour shall be charged. This charge shall be assessed in no less than fifteen (15) minute increments of one hundred two dollars and fifty cents (\$102.50) plus one dollar each additional foot over thirty feet (30').
3. For use of the lift after normal working hours, a fee of six hundred dollars (\$600.00) plus additional one dollar (\$1.00) per foot ~~rate~~ if over thirty-five feet (~~35~~ 30'). Essentially the fee is double a regular lift, i.e. a vessel of thirty-eight feet (38') shall be charged six hundred seventy-six dollars (\$676.00). An additional fee of ~~shall be~~ three hundred dollars (\$300.00) plus the additional one dollar (\$1.00) per foot ~~rate~~ if over thirty-five feet (~~35~~ 30') per hour shall be charged for each consecutive hour, billed out in fifteen (15) minute increments.
4. For use of the lift to hang overnight, a fee of six hundred dollars (\$600.00) shall be assessed. Hanging overnight consists of two separate lifts, one in the evening and one in the morning. The last lift of the day must be scheduled with Harbor staff and no longer than one hour shall be taken or overtime rates will apply as described in item #3 above. Vessel must be in the water by 9:00 a.m. the following morning, as tide allows, or additional charges will be incurred



according to item #2 above. All vessels must be supported while hanging in the slings.

5. For use of the lift during winter months, the minimum lift fee of three hundred dollars (\$300.00) plus additional per foot rate if over thirty-five feet (~~35'~~ 30') plus operator labor of sixty dollars (\$60.00) per hour will be in effect (as prepping the Travelift takes additional time to warm up and/or de-ice before use).
6. Failure to cancel a scheduled lift one-half hour prior to time of lift, you will be charged a cancellation fee of one hundred fifty dollars (\$150.00).
7. All vessels being lifted to the yard for more than one month will be required to place filter fabric under the length of the vessel and all blocking as well as placing absorbent pads under the keel. If vessel owner or agent does not have filter fabric or pads, the Harbor will provide them at our cost, plus fifteen percent (15%).
8. Use of Harbor jack stands (for emergency or impound lifts) will be charged at a rate of five hundred dollars (\$500.00) per week or twenty-five dollars (\$25.00) per day from May 1<sup>st</sup> through September 30<sup>th</sup> and three hundred dollars (\$300.00) per month from October 1<sup>st</sup> through April 30<sup>th</sup> (billed out in quarter month increments).
9. Vessels requiring to be hauled out that do not have insurance shall be charged a minimum rate of \$600.00 up to thirty feet (30') and vessels thirty-one feet (31') or longer will be charged the minimum fee plus an additional one dollar (\$1.00) per foot.

#### **SECTION IV. GRID, CRANE, AND FISH PUMP FEES**

A. Grid rental rates shall be one dollar and twenty-five cents (\$1.25) per foot per tide for vessels up to seventy feet (70') and one dollar and seventy-five cents (\$1.75) per foot per tide for vessels seventy-one feet (71') and over, based on the overall length of the vessel (including all hull attachments, such as bowsprits, davits, dinghies, etc.) Once the grid is scheduled and the boat owner fails to show or cancel at least one tide prior to the scheduled grid time, the minimum of one tide will be charged.

B. The Harbormaster shall issue permission for use of the grid and no boat shall be moored onto the grid until such permission has been granted and a Grid Use Agreement has been filed. The grid use shall be on a first come, first serve basis.

C. The fee for use of the cranes on the Fisherman's Dock shall be eighty dollars (\$80.00) per hour. This fee shall be billable in 15-minute increments. Once the crane has been activated, failure to deactivate the crane at the end of use will result in a one hour minimum charge of eighty dollars (\$80.00).

D. The fee for use of the fish pump on the Fisherman's Dock shall be one hundred fifty dollars (\$150.00) per hour.

E. Replacement of crane and fish pump cards shall be charged a rate of twenty dollars (\$20.00) per card.

## **SECTION V. LABOR AND SERVICES**

A. Service and labor performed by the Harbormaster or any City employee working in the Valdez Harbors shall be charged at the flat rate of sixty dollars (\$60.00) per hour, per employee for labor during normal business hours. All labor performed after normal business hours shall be charged at the flat overtime rate of ninety dollars (\$90.00) per hour. These fees shall be billable in 15-minute increments.

1. The above labor fee includes, but is not limited to, snow removal from vessels, spill clean-up, ~~vessel blocking (in case of emergency and owner is not present.)~~, pressure washing (impounds only), emergency vessel pump-out, etc.
2. Boat moves or towing performed in the North Basin or towed in from the breakwater shall be charged at a flat rate of sixty dollars (\$60.00) plus labor. Boat moves or towing performed from one basin to another shall be charged at a flat rate of one hundred dollars (\$100.00) plus labor.
3. Towing performed outside of the breakwater shall be charged one hundred twenty dollars (\$120.00) plus labor.
4. Pumping of vessels shall be charged a flat rate of fifty dollars (\$50.00) per pump used, plus labor.
5. Use of skiff for non-boat move related services shall be charged an hourly rate of one hundred dollars (\$100.00) plus labor.
6. Work requiring call-out shall be charged a minimum of two hours at the overtime rate.
7. Use of bobcat, loader or other equipment for customer assistance shall be charged a flat fee of sixty dollars (\$60.00) plus labor.

B. All materials and/or supplies shall be charged at cost to the City plus fifteen percent (15%).

## **SECTION VI. WAIT LIST**

A fifty dollar (\$50.00) per year non-refundable fee shall be charged per listing to each customer placing his/her name on the waiting list for a reserved slip.

## **SECTION VII. ELECTRICAL SERVICE IN THE HARBOR**

- A. Slip holders will be charged a monthly service charge of twelve dollars (\$12.00) and the actual cost of power per kilowatt hour as charged by the utility plus (\$0.025) per kilowatt hour. (Owners or operators are responsible for notifying the Harbor office of their in and out readings from their slips.)
- B. Daily flat rate for power on the water is ten dollars (\$10.00)/day for 30amp, fifteen dollars (\$15.00)/day for 50amp and twenty-five dollars (\$25.00)/day for 100amp. This rate is for transient vessels staying 15 consecutive days or less.
- C. Vessel owners connecting to power without prior authorization from Harbor staff will be fined. See Section IX #12 Tampering or unauthorized use of utilities.

## **SECTION VIII. LAUNCH RAMP**

- A. Launch ramp fees will be charged at ten dollars (\$10.00) per day or seventy-five dollars (\$75.00) per calendar year for use of the launch ramp. Vessels paying annual moorage fees will be exempt from this fee, but any trailer or truck and trailer left is subject to normal storage fees.
- B. This fee excludes vessels propelled solely by human power, which shall pay five dollars (\$5.00) per day or thirty-seven dollars and fifty cents (\$37.50) per year for use of the launch ramp.
- C. Vessel owners failing to provide proof of launch payment by receipt, self-pay stub or season launch sticker displayed on or in vehicle will be fined. See Section IX #21 Failure to pay launch fee.
- D. Vessels left unattended or blocking the launch ramps will be charged a fee of twenty dollars (\$20.00) per hour.

## **SECTION IX. MISCELLANEOUS HARBOR FEES/FINES**

The following fees/fines will be assessed for Valdez ~~Small Boat~~ Harbor S infractions:

- |             |   |
|-------------|---|
| 1. \$ 50.00 | Speeding/violation of "No Wake" speed   |
| 2. \$ 75.00 | Operating a vessel in a reckless manner   |
| 3. \$ 75.00 | Operating a vessel in a negligent manner  |
| 4. \$ 75.00 | Trolling or fishing from a vessel in the Valdez <del>Small Boat</del> Harbor <u>S</u> or breakwater |
| 5. \$ 75.00 | Impeding safe navigation  |
| 6. \$200.00 | Disposing of trash, garbage, human refuse or animal waste, or any                                   |

- similar substance in the water of the harbors or upon the harbor grounds. Each infraction after the initial disposition of waste will result in an additional increase of one hundred dollars \$100.00 per violation. Upon third violation, you will be trespassed from the Harbors.
7. \$200.00 Releasing any fuel, oil, or their derivatives into the water or onto the lands of the harbors. Each infraction after the initial release will result in an additional increase of one hundred dollars \$100.00 per violation. Upon third violation, you will be trespassed from the Harbors.
  8. \$ 75.00 Failure to register with the Harbormaster any vessel on which stall or space rental is not currently being paid and occupying any of the Valdez Harbors
  9. \$ 50.00 Creating a nuisance or conducting unlawful business
  10. \$ 50.00 Failure to properly control dog or other animal
  11. \$ 50.00 Improper storage on any float, ramp, decline, walk or other public place in the Valdez Harbors, except at designated loading/unloading spaces
  12. \$250.00 Tampering or unauthorized use of utilities
  13. \$ 25.00 Posting on bulletin board without proper consent
  14. \$ 25.00 Improper posting of advertisement
  15. \$100.00 Tampering or removing any sign or notice
  16. \$ 50.00 Subleasing a slip to another user
  17. \$500.00 Impoundment of vessel due to lack of payment or dereliction
  18. \$450.00 Failure to pay fees owed and requiring use of collection agency
  19. \$ 50.00 Parking in a fire zone
  20. \$100.00 Failure to provide 24-hour notice for Harbor staff to accommodate adequate time for slip clearance
  21. \$ 40.00 Failure to pay launch fee
  22. \$100.00 Failure to adhere to the Harbor's "Code of Conduct," Harassing customers or staff. Deliberate behavior that is intimidating, hostile, offensive, or adversely impacts staff work performance.
  23. \$ 50.00 Failure to launch tenant vessel after giving notice for Harbor to clear slip and transient vessel was charged move fee, when the move turned out to be unnecessary
  24. \$200.00 Blocking of the cranes with unattended gear, vehicles, netting, trailers, etc. shall be charged a fine of two hundred dollars (\$200.00) per day.
  25. \$200.00 Storage on the Drive Down Float (which is prohibited) of unattended gear, vehicles, netting, trailers, etc. shall be charged a fine of two hundred dollars (\$200.00) per day.
  26. \$200.00+ Any commercial business or non-commercial entity performing unauthorized work, i.e. no approved permit or registration within the public lands controlled by the Valdez Harbors shall receive a penalty fine of two hundred dollars (\$200.00) per the 1<sup>st</sup> incident, four hundred dollars (\$400.00) per the 2<sup>nd</sup> incident and eight

hundred dollars (\$800.00) for the 3<sup>rd</sup> incident. After 3<sup>rd</sup> incident, business or entity will be trespassed from the Harbors.

<u>27. \$ 100.00</u>	<u>Defacing or vandalism of/on Harbor docks or uplands. Materials and labor charges will apply if applicable.</u>
<u>28. \$ 500.00</u>	<u>Discharge of any type of fireworks from the Harbor, into the water of the Harbor, or onto the lands of the Harbor. Upon third violation, you will be trespassed from the Harbor.</u>
<u>29. \$50.00</u>	<u>Failure to return temporary card key for use of cranes or fish pump</u>
<u>30. \$100.00</u>	<u>Unauthorized use of wheeled or motorized conveyances on floats, ramps, or on water; i.e. skateboards, rollerblades, bicycles, motorcycles, wake foils, etc. unless pre-authorized by Harbor staff. Use of accessible resources are excluded from this.</u>
<u>31. \$100.00</u>	<u>Unauthorized permanent attachment of cleats, bumpers, fendering, etc. on docks or finger floats.</u>
<u>32. \$300.00</u>	<u>Utilization of boat grid without prior authorization and scheduling.</u>

## **SECTION X.            SHOWER AND LAUNDRY FACILITIES**

A fee of four dollars (\$4.00) per shower will be charged for use of public showers in the restrooms located below the North Harbor office and the South Harbor Warehouse/Public Shower/Restroom building.

A fee of six dollars (\$6.00) per wash, one dollar (\$1.00) per twelve-minute cycle for dryer will be charged for use of public laundry facilities located at the South Harbor Warehouse/Public Shower/Restroom building.

## **SECTION XI.            MAINTENANCE AND WASHDOWN PADS**

Use of the Maintenance Pads may be charged a fee of twenty dollars (\$20.00) per day for fourteen days or less; twenty-five dollars (\$25.00) per day for fifteen to thirty days; thirty-five dollars (\$35.00) per day for thirty-one days or more and includes use of power and water. In the event of unexpected or extenuating circumstances, the rate may be lowered or capped at the discretion of the Harbormaster. Use of maintenance pads is by reservation with Harbor office staff. If use of a maintenance pad is to exceed thirty (30) days, a work plan must be filed with the Harbormaster.

Use of Maintenance Pads during winter months (once water has been shut off) but electric power is needed, vessel owners will be charged a monthly service fee of twelve dollars (\$12.00) and the actual cost of power per kilowatt hour as charged by the utility plus (\$0.025) per kilowatt hour. Vessel owners are responsible for providing their own Metermaid utility counter or other like type of counter. If no Metermaid is being used then regular daily rate of power applies.

Use of Washdown Pads are free. Power is available at the Washdown Pads and in the uplands for fifteen dollars (\$15.00) per day.

## **SECTION XII. WATERFRONT VENDOR AND ACTIVITY**

Any commercial business selling goods or services within public lands controlled by the Valdez Harbors must first obtain a Waterfront Commercial Work Permit. The fee for the permit shall be five hundred dollars (\$500.00) annually.

Any non-commercial entities, i.e. fish filleters selling services within the public lands controlled by the Valdez Harbors must first register with a Waterfront Activity Registration. The fee for the registration shall be one hundred dollars (\$100.00) annually. Snow shovellers are also required to register with the Harbormaster by filling out a Waterfront Activity Registration at not cost.



## Legislation Text

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**File #:** RES 23-0020, **Version:** 1

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**ITEM TITLE:**

#23-20- Appointing the Judges and Clerks for the Regular Municipal Election to be Held on May 2, 2023 and Setting the Hourly Rate of Compensation

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

**FISCAL NOTES:**

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

**RECOMMENDATION:**

Approve.

**SUMMARY STATEMENT:**

The appointment of judges and clerks and establishing their hourly rate of compensation for the regular municipal election must be established by resolution of the city council.



CITY OF VALDEZ, ALASKA

RESOLUTION NO. 23-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, APPOINTING THE JUDGES AND CLERKS FOR THE REGULAR MUNICIPAL ELECTION TO BE HELD MAY 2, 2023, AND SETTING THE HOURLY RATE OF COMPENSATION

WHEREAS, pursuant to the provisions of the Valdez City Code, the following are appointed as judges and clerks for the regular municipal election of May 2, 2023:

PRECINCT NO. 1

Judges

Rhonda Sambo, Chair  
Debbie Moore  
Phyllis Johnson

PRECINCT NO. 2

Judges

Shannon Day, Chair  
Julie Roetman  
Dorothy Wamsley

PRECINCT NO. 3

Judges

Molly Walker, Chair  
Vickie Martel  
Gil Martel

Clerk

Davette Stephens

Clerk

Dorothy M. Moore

Clerk

Dorothy Taylor

Section 1: Pursuant to the provisions of the Valdez City Code, the following are appointed as judges and clerk on the Absentee and Questioned Ballot Counting Board for the regular municipal election of May 3, 2023:

Judges

Shannon Day, Chairperson  
Rhonda Sambo  
Molly Walker

Clerk

Debbie Moore

Section 2: The judges and clerks shall attend the Valdez polling places from 6:30 a.m. on May 2, 2023, after taking the oath required, and serve there until 8:00 p.m. Precinct chairs are authorized to adjust service hours with proper documentation.

Section 3: In the event any of the above election officials shall fail to take office for any reason, the vacancy shall be filled by the Valdez City Clerk as provided in the Alaska Statutes.

Resolution No. 23-20  
Page 2

Section 4: The judges and clerks appointed to the election board shall be compensated at the rate of \$20.00 per hour, to include election board training.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 4<sup>th</sup> day of April, 2023.

CITY OF VALDEZ, ALASKA

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Sharon Scheidt, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 23-0151, **Version:** 1

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**ITEM TITLE:**

Verbal Presentation: Finance Department

**SUBMITTED BY:** Jordan Nelson, Finance Director

**FISCAL NOTES:**

Expenditure Required: na

Unencumbered Balance: na

Funding Source: na

**RECOMMENDATION:**

Receive and file

**SUMMARY STATEMENT:**

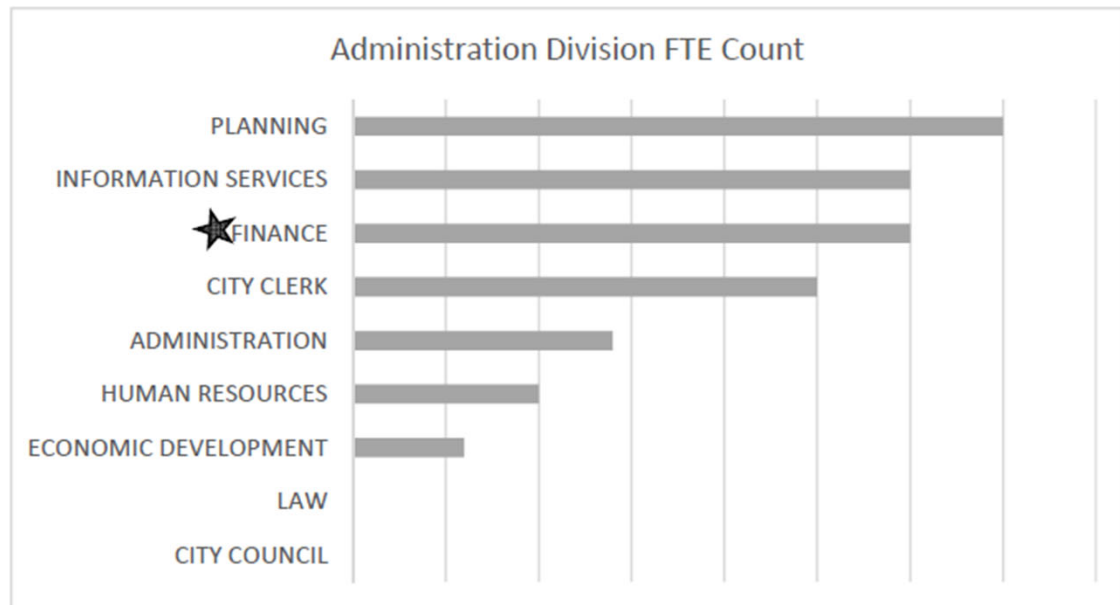
Ongoing series of Department Operations Reports

## FINANCE

### Mission:

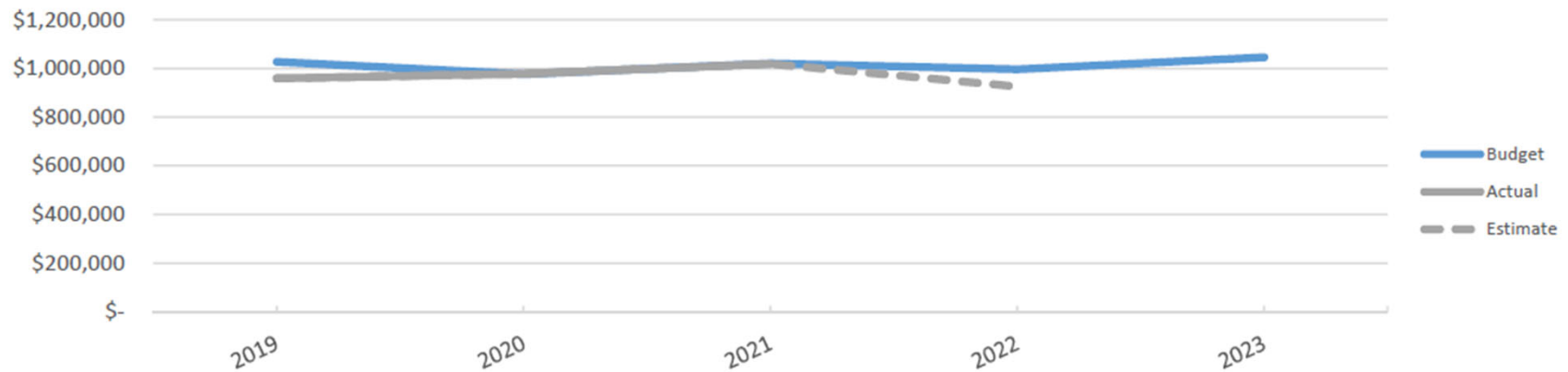
*Maximize, Optimize and Preserve the City's Financial Resources*

	FTE
<b>DIRECTOR</b>	<b>1.00</b>
<b>ANALYST</b>	<b>1.00</b>
<b>COMPTROLLER</b>	<b>1.00</b>
<b>ACCOUNTANT II</b>	<b>3.00</b>
<b>Grand Total</b>	<b>6.00</b>




## FINANCE

### Adopted Budget vs Actual



Revenues	Actual Revenue			Estimate	Adopted Budget	
	2019	2020	2021		2022	2023
Finance	(53,611,792)	(50,741,881)	(47,806,522)	(57,169,321)	(48,913,682)	(53,780,045)

Over 5%   
 0-5%   
 Below 0% 

Expenses	Actual Expenditure			Estimate	Adopted Budget		2022 to 2023 Budget Changes	
	2019	2020	2021		2022	2023	Dollar Change	Percent Change
FTE Payroll	741,847	735,755	757,759	670,959	798,760	832,884	34,124	4.1%
Other Personnel	11,244	20,921	17,968	24,795	26,198	26,198	(1)	0.0%
Other Operating	6,535	10,283	11,759	13,800	17,610	14,220	(3,390)	-23.8%
Contracts	199,665	210,534	231,263	216,000	154,300	172,117	17,817	10.4%
<b>Grand Total</b>	<b>959,292</b>	<b>977,493</b>	<b>1,018,749</b>	<b>925,554</b>	<b>996,869</b>	<b>1,045,419</b>	<b>48,550</b>	<b>4.6%</b>

## FINANCE

### Programs and related measures

Program: Accounting Functions

Measured By: 0 Audit Findings

13 weeks turnaround time for internal financial statements (from end of calendar quarter)

33 weeks turnaround time for audit presentation (from end of calendar year)

1,581 properties billed via AR/UT/ID

12,496 invoices paid

175 paychecks per pay period

2,461 properties billed via property tax billings

Program: City Budget

Measured By: GFOA Distinguished Budget Presentation Award

Program: Debt Service

Measured By: 7 notes payable

Program: Financial Policies

Measured By: 0 Audit Findings

Program: Insurance

Measured By: 8 insurance policies managed

Program: Permanent Fund

Measured By: \$250MM Permanent Fund

Program: Treasury Management

Measured By: \$150MM average balance of Central Treasury

\$838K average Checking Balance

1.32 years Weighted Average Yield to Maturity in Central Treasury portfolio

4 open market transactions totalling \$36MM, average security purchase of \$4MM

8 weeks turnaround time for monthly treasury statements (from end of month)

AA- credit rating from Standard and Poor



## Maximize

- Tax Revenue Strategies
- Investment Yields
- Capital Structure



## Optimize

- Financial Planning
- Cash Flow Management



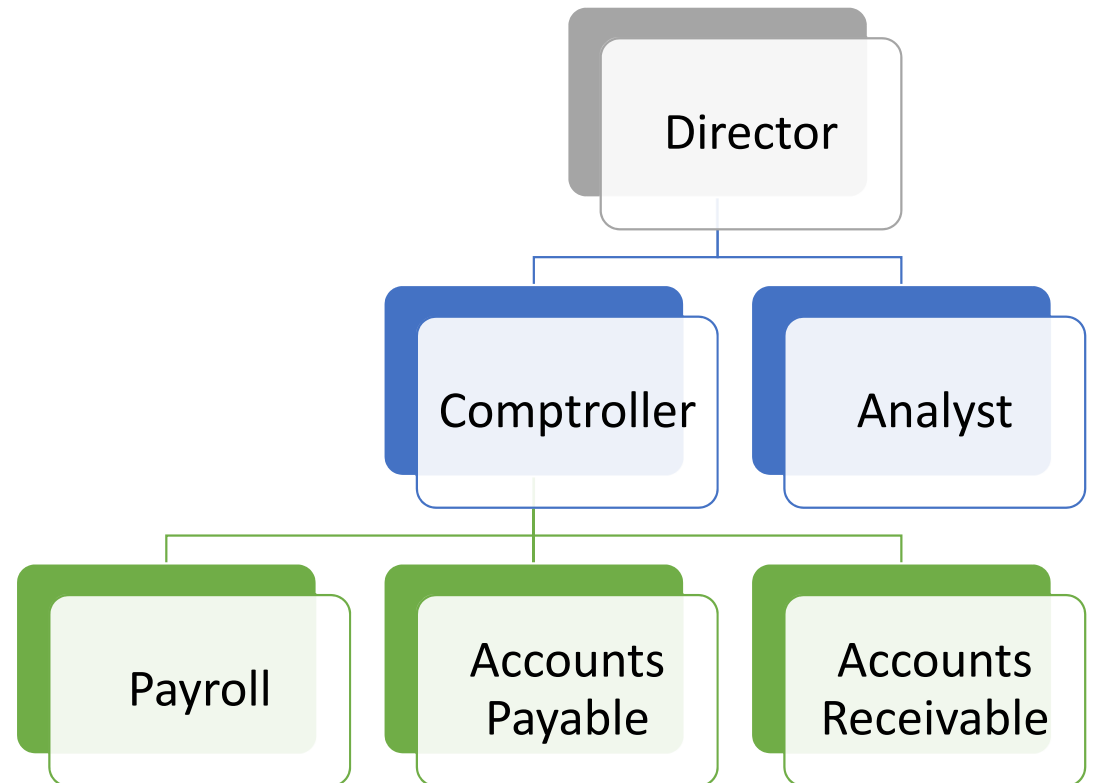
## Preserve

- Audits
- Accounting
- Financial Controls
- Procurement

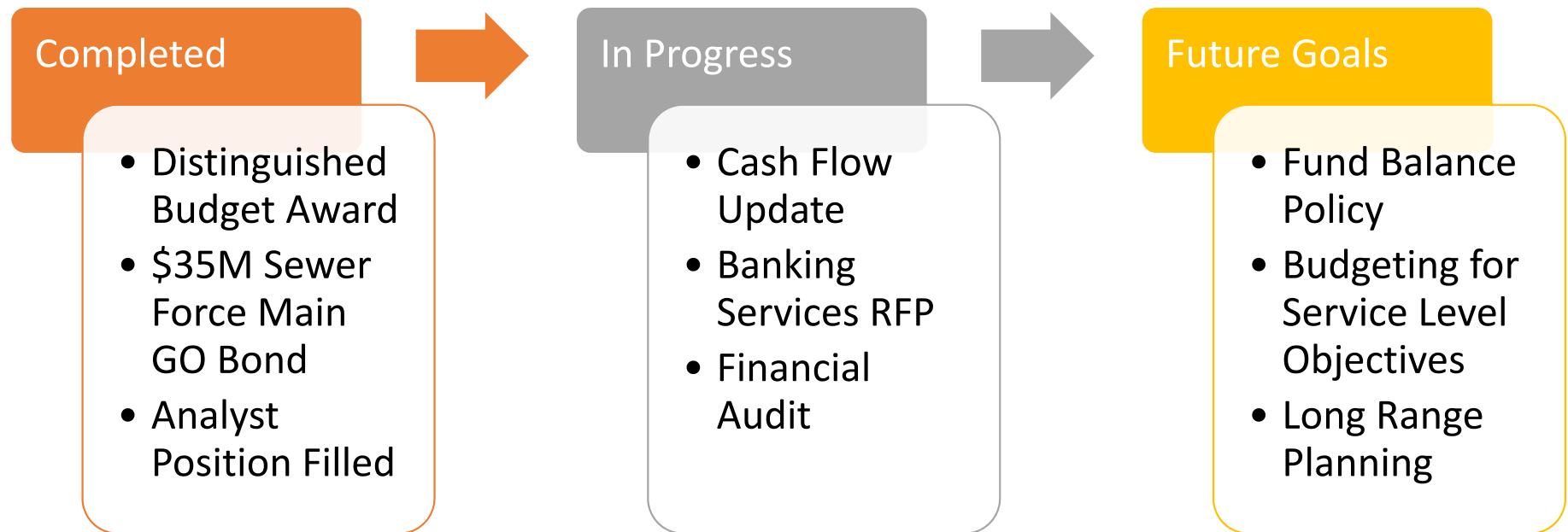
Director			
Past	Current		Future
Comptroller/Accountants		Analyst	
General Ledger	Payroll	Investment Transactions	Budgeting
Accounting	Accounts Payable	Metrics	Financial Planning
Audits	Billing	Analytical Tools	Cash Flow
Reconciliation	Controls	Risk Management	Portfolio Management



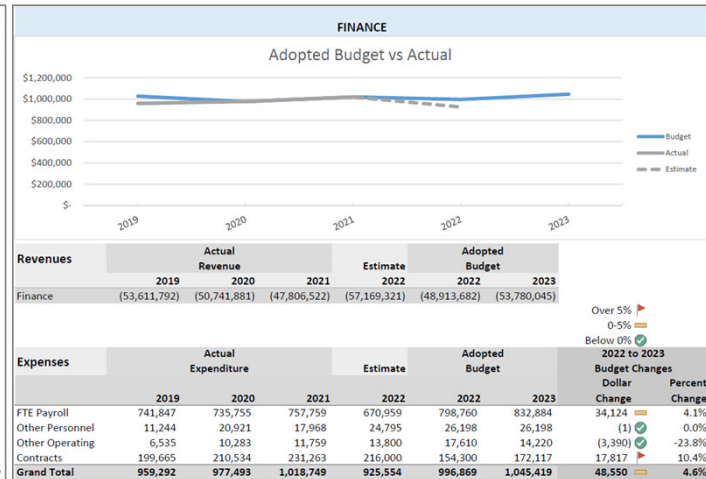
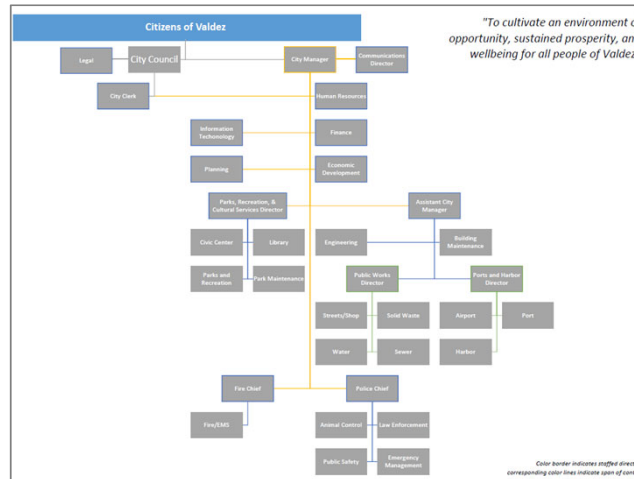
Average Position Tenure: 1 yr, 3 mo  
Average Tenure with the City: 2 yr, 9 mo  
Average Individual Work Experience: 15+ yrs



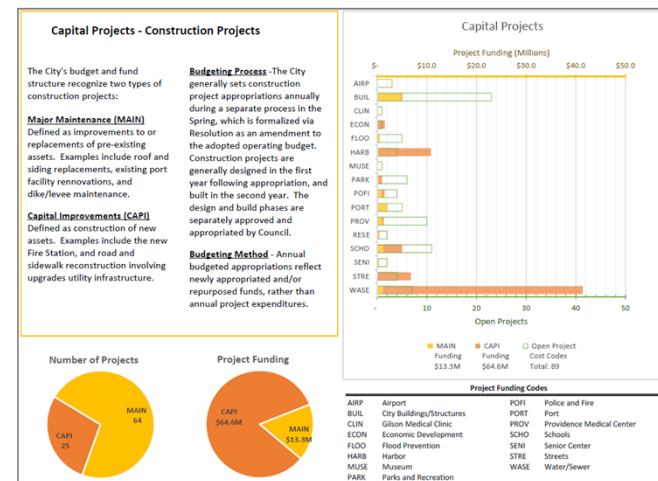
# Department Accomplishments and Goals



## Sample of budget document pages most often highly rated by reviewers



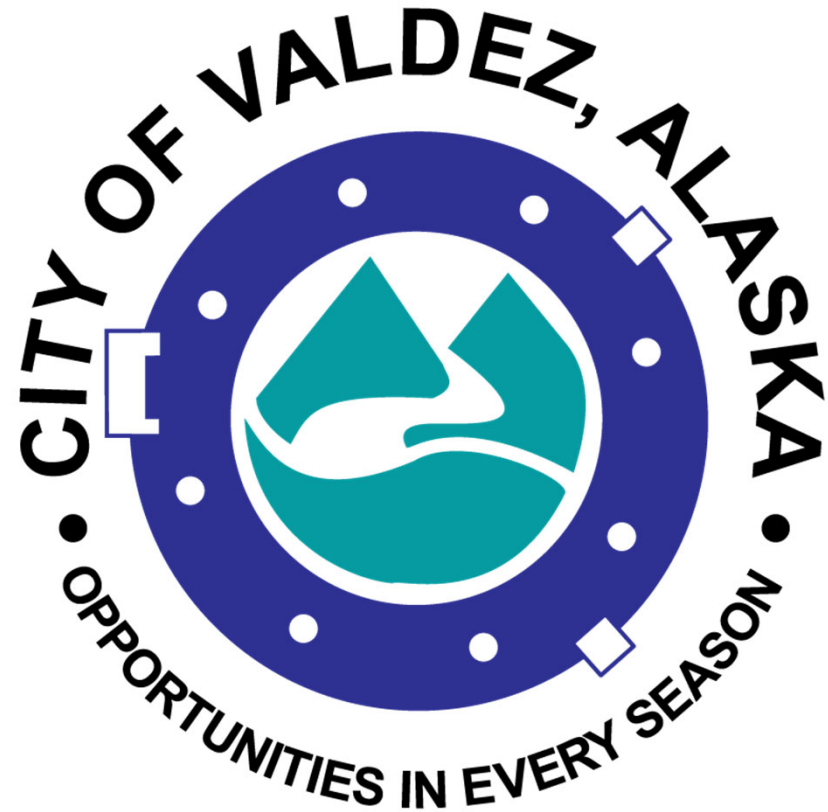
Major or Non-Major Designation	Fund Name	Division	Department(s)
Major	General	Administration	Administration
			City Clerk
			City Attorney
			Economic Development
			Planning
		Public Safety	Information Tech
			Human Resources
			Finance
			Fire / EMS
			Law Enforcement
		Parks, Recreation, & Cultural Services	Public Safety
			Emergency Management
			Parks and Recreation
			Park Maintenance
			Civic Center
Non-Major	Permanent	Facilities, Fleet, & Infrastructure	Library
			Reserves
			Building Maintenance
			Engineering
			Solid Waste
		Administration	Streets / Shop
			Permanent Fund
			Capital Improvements
			Medical Center
			Counseling Center
	Component / Subsidiary	Facilities, Fleet, & Infrastructure	Museum
			Airport
			Port
			Harbor
			Water
	Utility	Administration	Sewer
			VHIA
			Debt Service
			Health Self-Insurance
			Health Insurance
<b>Totals</b>	<b>13 Funds</b>	<b>7 Divisional Categories</b>	<b>34 Departments</b>



<https://www.valdezak.gov/318/City-Budget-and-Financial-Statements>  
City Website > Finance Department > City Budget & Financial Statements

## What's ahead? 2024 Budget

- Other Personnel 7K, 25%
  - Training/Travel
- Contracts 50K, 30%
  - Professional Services
    - Inflationary pressures
    - Banking fees and merchant services
  - Contracts
    - Grants Centralization
- **\$1.1-\$1.2M Overall Budget**





## Legislation Text

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**File #:** 23-0152, **Version:** 1

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**ITEM TITLE:**

City Manager's Report April 4, 2023

**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:**

**CHUGACH BUILDING**-Josie Hickel with the Chugach Corporation met with Nate Duval, Kate Huber, and myself on Monday March 27<sup>th</sup>. Chugach is planning to do a ground breaking on their new facility in Mid-May. The facility will be operational in 2024. Currently, no action is required by the City Council or Planning Commission related to this building.

**PACIFIC NORTHWEST MANAGER'S MEETING**-I attended the Pacific Northwest City Manager's Meeting in Fairbanks, Alaska March 27<sup>th</sup>-March 31<sup>st</sup>. The two main topics were the Article Circle and the Fisheries industry.



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 23-0153, **Version:** 1

---

**ITEM TITLE:**

City Council Calendar - April 2023

**SUBMITTED BY:** Elise Sorum-Birk, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

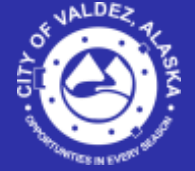
n/a

**SUMMARY STATEMENT:**

City Council Calendar for April 2023 is attached for review.

# April 2023

## Valdez City Council Calendar



						1
2	3 7 PM – Ports & Harbors Commission	4 Social Media and 1 <sup>st</sup> Amendment Training  7 PM – City Council Regular Meeting	5	6	7	8
9 Easter Holiday	10 6 PM – School Board Work Session  7 PM – School Board Regular Meeting	11 6:30 PM – Parks & Recreation Commission	12 5 PM – Library Board  7 PM – Planning & Zoning Commission	13 5PM- Child Care Crisis Task Force  7 PM – Economic Diversification Commission	14	15
16	17 In Person Absentee Voting Begins  7 PM – Ports & Harbors Commission	18 7 PM – City Council Regular Meeting	19 7 PM – Board of Equalization	20 Noon – VMHA Board  7 PM – Board of Equalization	21 All America Scholarship Application Deadline	22
23	24 Noon- Economic Development Cruise Ship Lunch & Learn  7 PM – Ports & Harbors Commission	25	26 7 PM – Planning & Zoning Commission	27 Director's Retreat  12 PM – Beautification Commission  5 PM- Child Care Crisis Task Force	28	29
30						

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

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

Updated 3.29.23