



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Meeting Agenda

### City Council

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Tuesday, September 2, 2025

7:00 PM

Council Chambers

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#### Regular Meeting

#### WORK SESSION AGENDA - 6:00 pm

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

1. [City of Valdez Permanent Fund; Annual Meeting](#)

#### REGULAR AGENDA - 7:00 PM

#### I. CALL TO ORDER

#### II. PLEDGE OF ALLEGIANCE

#### III. ROLL CALL

#### IV. PUBLIC BUSINESS FROM THE FLOOR

#### VI. CONSENT AGENDA

1. [Proclamation: Suicide Prevention Month](#)

#### VII. NEW BUSINESS

1. [Approval of Professional Services Agreement No. 2410 with Bettisworth North Architects and Planners for Child Care Facility Design in the Amount of \\$222,351.00](#)

#### VII. ORDINANCES

1. [#25-11 - Authorizing an Amendment to the Zoning Map to Effect a Change to Lot 2, A.S.L.S. 78-139, Plat 98-2 to General Commercial. First Reading.](#)

#### IX. RESOLUTIONS

1. [#25-37 – Approving the State of Alaska Department of Transportation and Public Facilities Land Lease ADA-72-348 for Valdez Airport, Supplement No. 2](#)

2. [#25-38 - Authorizing the City Manager to Negotiate the Purchase of A 5-Acre Parcel, Known as Lot 2, Mineral Creek Industrial Subdivision \(Tract K\) from The Port Valdez Company, Inc.](#)
3. [#25-39 - Authorizing the Submission of a Grant Application to the US Department of Transportation Port Infrastructure Development Program \(PIDP\) Requesting \\$4,000,000 in Grant Funds and Authorizing up to 25% in Local Matching Grant Funds up to the Amount of \\$1,250,000 for the Port of Valdez Improvement Plan](#)
4. [#25-40 - Amending the FY25 City Budget by Accepting an ASPCA Quality of Life Housing Grant in the Amount of \\$16,000 for Valdez Animal Shelter Kennel Improvements](#)

#### X. REPORTS

1. [Law Enforcement Activities Related to Impeding Snow Removal](#)
2. [Quarterly Financial Summary Reports June 30, 2025](#)
3. [July Treasury Report](#)
4. [City Manager Written Report](#)

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

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

#### XII. COUNCIL BUSINESS FROM THE FLOOR

#### XIII. ADJOURNMENT

#### XIX. APPENDIX

1. [September 2025 Council Calendar](#)



## Legislation Text

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**File #:** 25-0386, **Version:** 1

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**ITEM TITLE:**

City of Valdez Permanent Fund; Annual Meeting

**SUBMITTED BY:** Jordan Nelson, Finance Director

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

Receive and file

**SUMMARY STATEMENT:**

This is a one-hour workshop that serves as the annual Permanent Fund discussion with Council

City's Investment Advisors, Alex Browning and Alex Ford from Callan LLC will join in-person.

Callan will present on high-altitude view of the Fund and recent performance. There will likely be time for Council Q&A, as well as interaction with the Permanent Fund Committee.



September 2, 2025

## **City of Valdez Permanent Fund**

City Council Presentation

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**Alexander Browning**  
Fund Sponsor Consulting

**Alex Ford**  
Fund Sponsor Consulting

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# An Overview of Callan

Focus, experience, resources

► Callan began advising the Valdez Permanent fund in 1997

## Independent & Focused



- Established in 1973
- Investment consulting is our primary focus
- 100% employee-owned
- Third generation of private ownership
- 137 current owner-employees (~70%)

## Experienced



- Over 525 funds representing \$4.6 trillion in assets
- Over 80 alternative investment clients representing over \$200 billion in alternative capital
- Client-focused consultants averaging 6 retainer clients each
- Consultant tenure averages 10 years Callan / 19 years industry
- Retainer client tenure averages 13 years

## Fully Resourced



- 202 employees
- 62 CFA / CAIA / FRM Charterholders and 14 CFA / CAIA / FRM candidates
- 64 advanced degrees
- Over 90 specialists
- Proprietary systems and database

**1973**

Ed Callan and associates founded company

**1990**

Transitioned ownership to employees while independent consulting firm

**2007**

Third generation of employee owners transitioned to senior management positions, and Greg Allen became president

**2017**

Formalized leadership succession plan by promoting Greg Allen to chief executive officer and Ron Peyton to executive chairman

**2018**

Jim Callahan assumed the role of president and Millie Viqueira became head of fund sponsor consulting

**2023**

Millie Viqueira retired, and Greg DeForrest became head of fund sponsor consulting

**50**  
YEARS

# Callan’s Key Differentiators

What makes Callan different?

*We combine the best attributes of both large and small firms—an uncommon blend that results in the highest level of service for our clients.*

## Like large firms, Callan has:

Broad and deep institutional knowledge    +    A wide variety of client types    +    Depth and breadth of specialist resources

## Like smaller firms, we feature:

Independent ownership    +    Personalized service    +    Customized recommendations

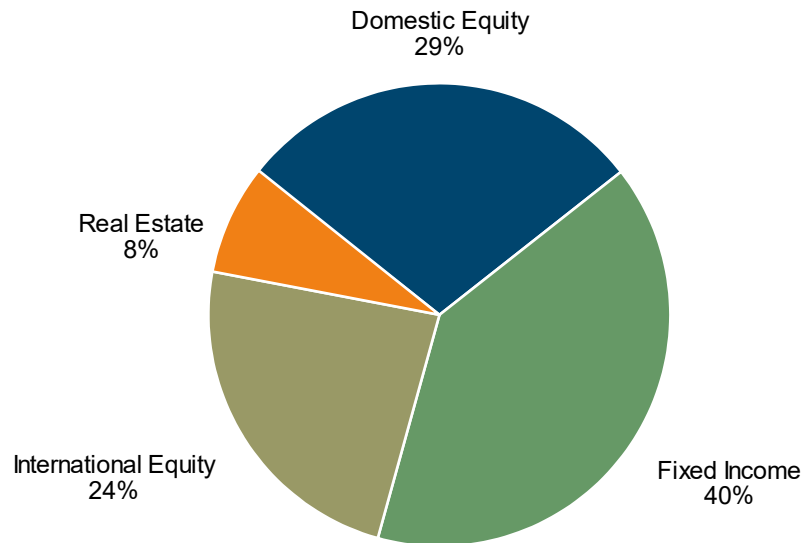
## Attributes that are uniquely “Callan”

We own our data & performance measurement systems    +    Education and research are cornerstones of the Callan Institute    +    Peer review committees ensure our best thinking is delivered to our clients

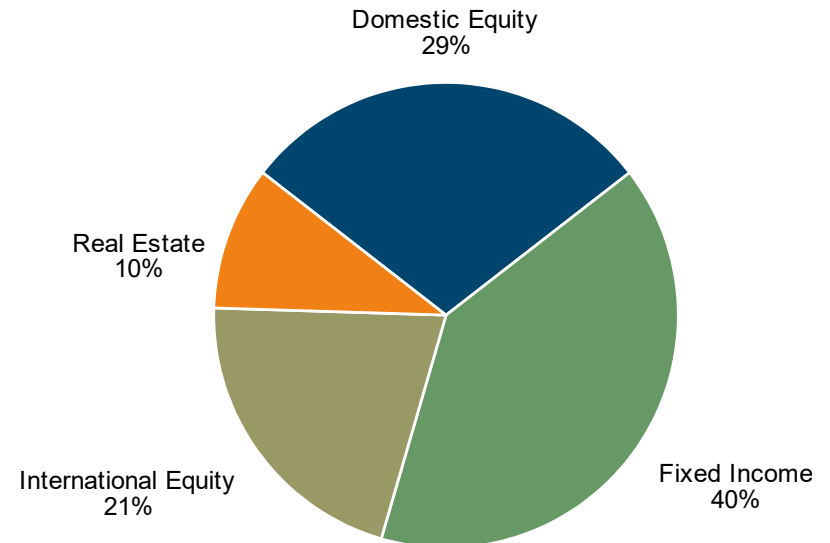
# City of Valdez Permanent Fund – Asset Allocation

As of June 30, 2025

**Actual Asset Allocation**



**Target Asset Allocation**



Asset Class	\$000s Actual	Weight Actual	Target	Percent Difference	\$000s Difference
Domestic Equity	87,670	28.8%	29.0%	(0.2%)	(755)
Fixed Income	121,684	39.9%	40.0%	(0.1%)	(283)
International Equity	72,168	23.7%	21.0%	2.7%	8,136
Real Estate	23,393	7.7%	10.0%	(2.3%)	(7,098)
Total	304,916	100.0%	100.0%		

- Staff has effectively managed the strategic asset allocation by regularly rebalancing
- The current allocations to the primary asset classes were all within target ranges at the end of the period

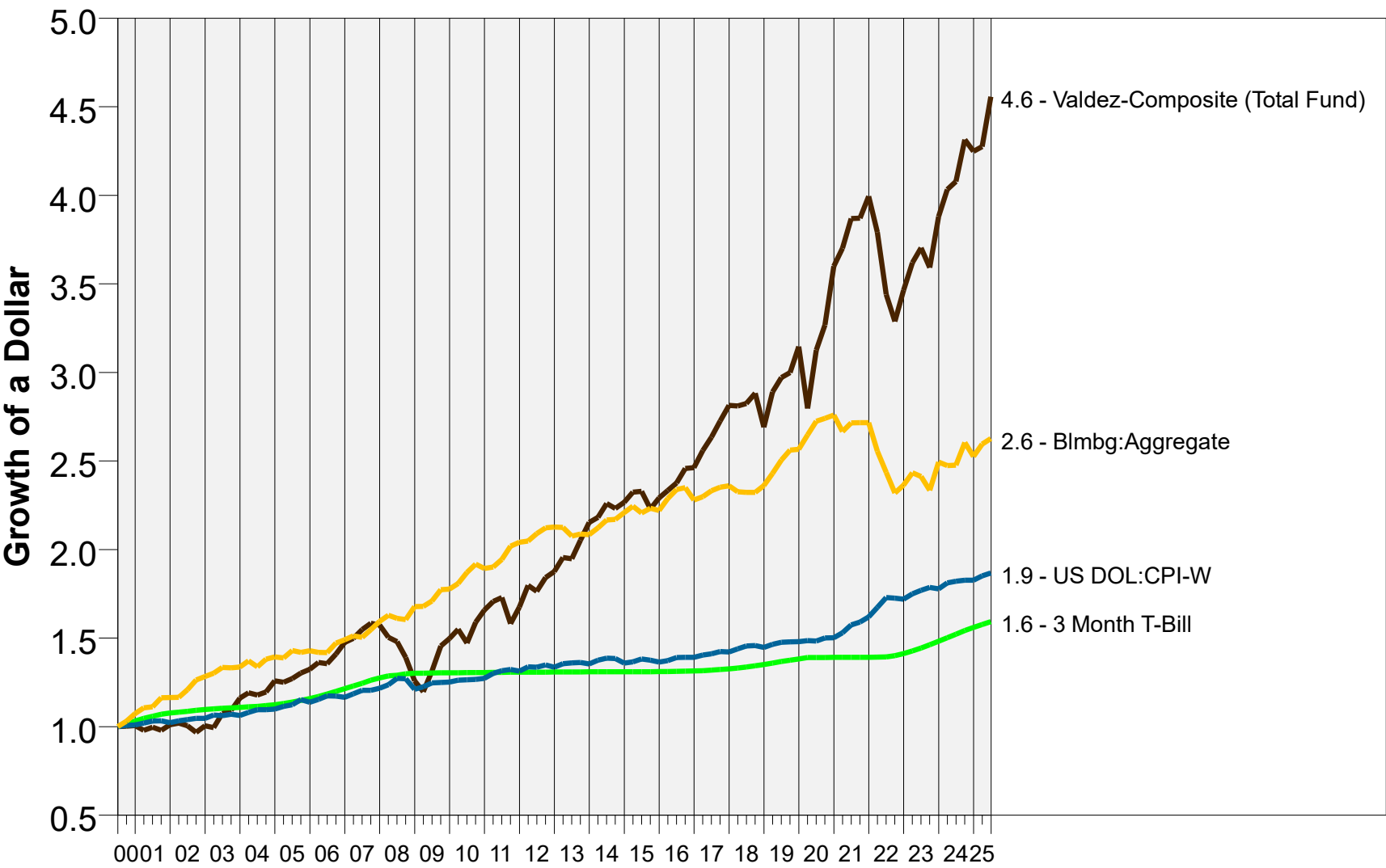
## City of Valdez Permanent Fund Investment Returns (\$)

Trailing one-year period as of June 30, 2025

	Third Quarter 2024	Fourth Quarter 2024	First Quarter 2025	Second Quarter 2025	Last Year
<b>U.S. Equity</b>	\$ 5,756,353	\$ 1,698,129	\$ (4,317,333)	\$ 7,735,737	\$ 10,872,886
Vanguard Institutional Index	\$ 3,672,669	\$ 1,629,842	\$ (2,522,495)	\$ 6,157,261	
Vanguard Mid Cap 400 Index	\$ 1,155,309	\$ 99,950	\$ (1,016,421)	\$ 1,048,051	
PGIM U.S. Small Cap	\$ 928,375	\$ (31,663)	\$ (778,418)	\$ 530,425	
<b>Non-U.S. Equity</b>	\$ 4,982,474	\$ (3,935,688)	\$ 2,984,350	\$ 9,364,691	\$ 13,395,827
Vanguard International Growth	\$ 1,729,543	\$ (1,359,514)	\$ 335,355	\$ 3,472,317	
Vanguard International Value	\$ 1,858,650	\$ (2,235,958)	\$ 1,096,715	\$ 2,627,016	
Brandes International Small Cap	\$ 1,394,281	\$ (340,216)	\$ 1,552,280	\$ 3,265,358	
<b>Fixed Income</b>	\$ 5,292,430	\$ (2,795,913)	\$ 2,738,764	\$ 1,474,899	\$ 6,710,179
Alaska Permanent Capital	\$ 1,921,423	\$ (1,211,696)	\$ 1,132,179	\$ 483,932	
Baird Aggregate Bond	\$ 1,412,230	\$ (249,033)	\$ 445,336	\$ 491,541	
Insight Global Fixed Income	\$ 1,958,777	\$ (1,335,184)	\$ 1,161,249	\$ 499,425	
<b>Real Estate</b>	\$ (34,395)	\$ 218,378	\$ 339,933	\$ 241,784	\$ 765,700
UBS Trumbull Property	\$ (90,249)	\$ 122,401	\$ 162,629	\$ 171,434	
Morgan Stanley Prime Property Fund	\$ 55,854	\$ 95,977	\$ 177,304	\$ 70,350	
<b>Total Valdez Permanent Fund</b>	\$ 15,996,862	\$ (4,815,094)	\$ 1,745,713	\$ 18,817,110	\$ 31,744,592

# City of Valdez Permanent Fund – Long-Term Growth

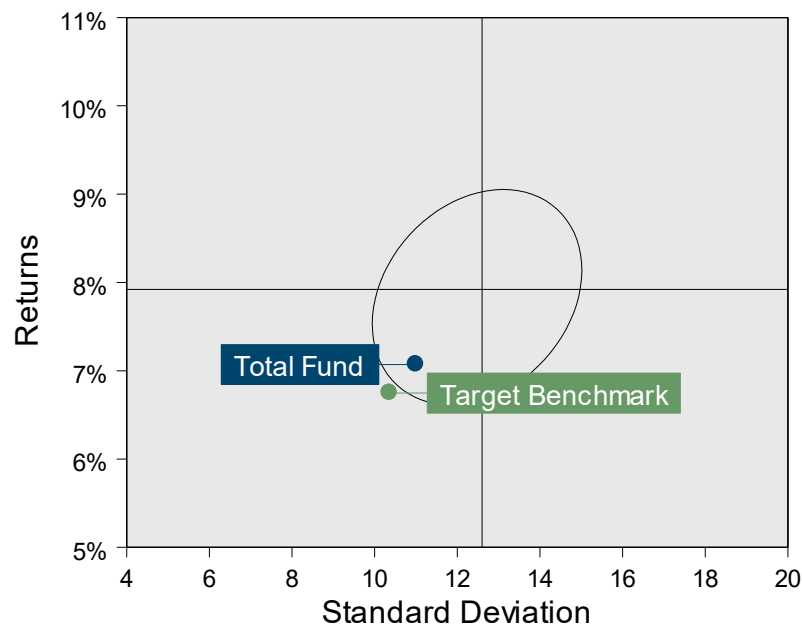
Growth of a Dollar  
For 25 Years Ended June 30, 2025



# City of Valdez Permanent Fund Returns

Cumulative annualized performance as of June 30, 2025

Callan Public Fund Spons- Mid (100M-1B) (Gross)  
Annualized Seven Year Risk vs Return



	Last Quarter	Last Year	Last 3 Years	Last 5 Years	Last 7 Years	Last 10 Years	Last 15 Years
10th Percentile	8.13	12.96	12.44	10.31	8.87	8.59	9.56
25th Percentile	7.70	12.17	11.47	9.83	8.36	8.17	9.23
Median	7.07	11.41	10.52	9.08	7.92	7.76	8.81
75th Percentile	6.26	10.33	9.38	8.24	7.20	7.13	8.21
90th Percentile	5.60	9.38	8.37	7.48	6.64	6.62	7.69
<b>Total Fund</b> ●	6.60	11.74	9.82	7.83	7.07	6.95	7.83
Target Benchmark ▲	6.42	11.03	8.80	6.89	6.75	6.53	7.39

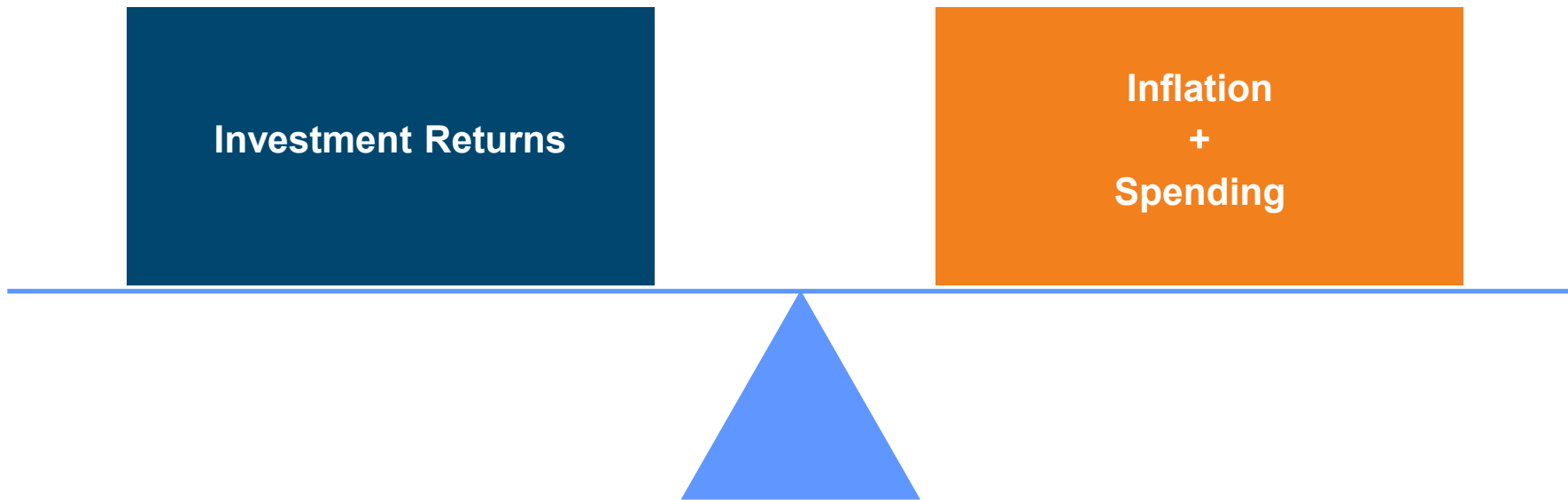
Callan

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## **2024 Asset-Spending Study**

## Permanent Fund “Equation of Balance”

Required to preserve the real spending power of the corpus



**Investment returns grow the fund, while inflation and spending erode the corpus**

- ▶ When “Investment Returns” are greater than “Inflation + Spending” => The corpus grows in real terms
- ▶ When “Investment Returns” are less than “Inflation + Spending” => The corpus shrinks in real terms
- ▶ Thus, if intergenerational wealth is the objective, the target return must equal or exceed “Inflation + Spending”



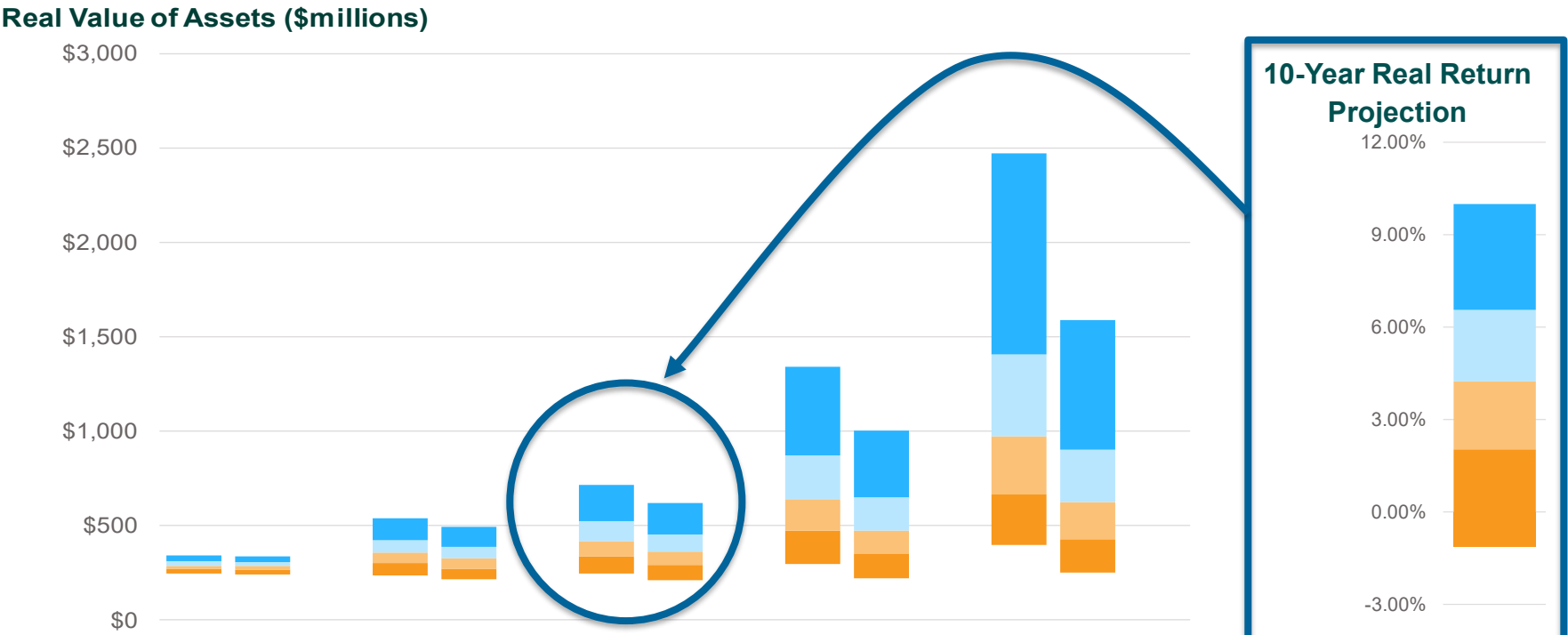
## Projections based on different Project Spending Rates

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This section evaluates the use of different spending rates:

- 1) 1.5%/year (the baseline assumption);
- 2) 0.0%/year (no spending at all).

# 2024 Spending Policy Comparison: Net Real Asset Value Projections (Year End)



Projection Yr	2024		2029		2033		2043		2053	
Percentile/ Spend Rate	0%	1.5%	0%	1.5%	0%	1.5%	0%	1.5%	0%	1.5%
5th%	341	337	539	494	716	619	1,343	1,002	2,471	1,590
25th%	310	305	423	387	523	451	871	649	1,407	904
50th%	289	285	355	325	420	362	637	474	971	623
75th%	270	266	299	274	339	292	473	351	665	426
95th%	244	240	235	215	247	213	299	222	396	253
Prob >\$277M	67%	60%	84%	74%	90%	79%	97%	89%	99%	93%

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## Summary Observations

- Using the current asset allocation over the ten-year projection horizon, the Permanent Fund is expected to grow from \$276MM to \$362MM after accounting for the effects of expected inflation and the 1.50% annual distribution
- Annual fund distributions are expected to grow by approximately 2.40% per year after accounting for inflation in the expected case; growing from \$4.1MM to \$5.2MM
- If the annual fund distributions were suspended for 10-years, the annual distribution amount would be approximately \$6.3MM vs \$5.2MM or 21% higher
- The Investment Committee continues to review potential alternative asset allocations and their impacts on total fund and annual distribution growth

# Callan

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## Appendix

# Asset Distribution and Cash Flow Across Investment Managers

As of June 30, 2025

	June 30, 2025				March 31, 2025	
	Market Value	Weight	Net New Inv.	Inv. Return	Market Value	Weight
<b>Domestic Equity</b>	<b>\$87,670,279</b>	<b>28.75%</b>	<b>\$(16,892)</b>	<b>\$7,735,737</b>	<b>\$79,951,434</b>	<b>27.93%</b>
<b>Large Cap Equity</b>	<b>\$62,482,393</b>	<b>20.49%</b>	<b>\$(3,967)</b>	<b>\$6,157,261</b>	<b>\$56,329,099</b>	<b>19.68%</b>
Vanguard Institutional Index	62,482,393	20.49%	(3,967)	6,157,261	56,329,099	19.68%
<b>Mid Cap Equity</b>	<b>\$16,672,207</b>	<b>5.47%</b>	<b>\$0</b>	<b>\$1,048,051</b>	<b>\$15,624,156</b>	<b>5.46%</b>
Vanguard S&P Mid Cap 400 Index	16,672,207	5.47%	0	1,048,051	15,624,156	5.46%
<b>Small Cap Equity</b>	<b>\$8,515,679</b>	<b>2.79%</b>	<b>\$(12,925)</b>	<b>\$530,425</b>	<b>\$7,998,179</b>	<b>2.79%</b>
PGIM Small Cap Core Equity Fund	8,515,679	2.79%	(12,925)	530,425	7,998,179	2.79%
<b>International Equity</b>	<b>\$72,168,304</b>	<b>23.67%</b>	<b>\$(31,986)</b>	<b>\$9,364,691</b>	<b>\$62,835,599</b>	<b>21.95%</b>
Vanguard Intl Growth	27,461,810	9.01%	0	3,472,317	23,989,493	8.38%
Vanguard Intl Value	27,679,311	9.08%	0	2,627,016	25,052,295	8.75%
Brandes International Small Cap	17,027,183	5.58%	(31,986)	3,265,358	13,793,811	4.82%
<b>Fixed Income</b>	<b>\$121,683,529</b>	<b>39.91%</b>	<b>\$0</b>	<b>\$1,474,898</b>	<b>\$120,208,631</b>	<b>41.99%</b>
Alaska Permanent Cap Mgmt	42,779,455	14.03%	0	483,932	42,295,523	14.77%
Insight Global Fixed	36,283,202	11.90%	0	491,541	35,791,661	12.50%
Baird Aggregate Bond	42,620,872	13.98%	0	499,425	42,121,446	14.71%
<b>Real Estate</b>	<b>\$23,393,400</b>	<b>7.67%</b>	<b>\$(139,658)</b>	<b>\$241,784</b>	<b>\$23,291,274</b>	<b>8.14%</b>
UBS Trumbull Property*	11,158,337	3.66%	(105,558)	171,434	11,092,460	3.87%
Morgan Stanley Prime Property Fund	12,235,064	4.01%	(34,100)	70,350	12,198,814	4.26%
<b>Total Fund</b>	<b>\$304,915,512</b>	<b>100.00%</b>	<b>\$(188,536)</b>	<b>\$18,817,110</b>	<b>\$286,286,938</b>	<b>100.00%</b>

# Callan Periodic Table of Investment Returns

Cumulative Returns as of June 30, 2025  
Periods greater than one year are annualized

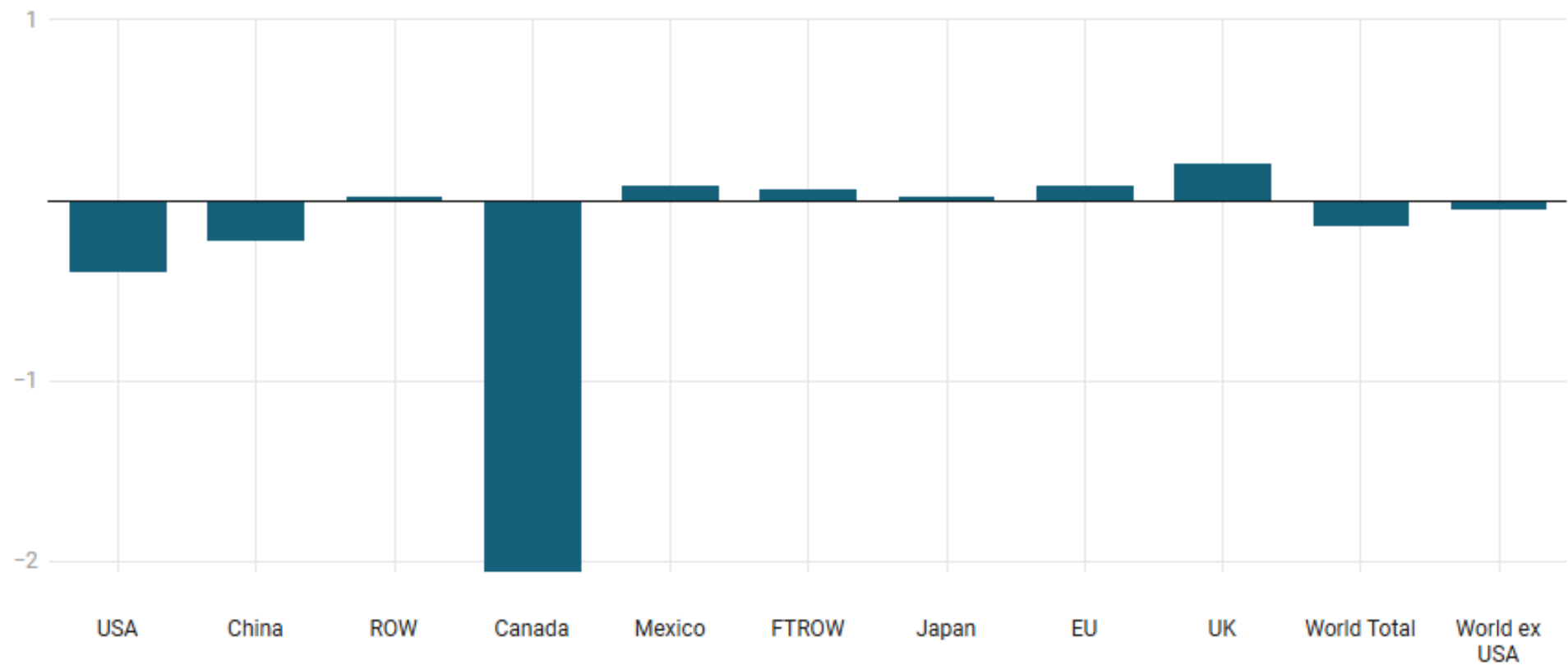
Annual Returns						Cumulative Returns						
2019	2020	2021	2022	2023	2024	15 Years	10 Years	5 Years	3 Years	1 Year	YTD	Last Qtr.
Large Cap Equity	Small Cap Equity	Large Cap Equity	High Yield	Large Cap Equity	Large Cap Equity	Large Cap Equity	Large Cap Equity	Large Cap Equity	Large Cap Equity	Dev ex-U.S. Equity	Dev ex-U.S. Equity	Dev ex-U.S. Equity
31.49%	19.96%	28.71%	-11.19%	26.29%	25.02%	14.86%	13.65%	16.64%	19.71%	18.70%	18.99%	12.05%
Small Cap Equity	Large Cap Equity	Real Estate	U.S. Fixed Income	Dev ex-U.S. Equity	Small Cap Equity	Small Cap Equity	Small Cap Equity	Dev ex-U.S. Equity	Dev ex-U.S. Equity	Emerging Market Equity	Emerging Market Equity	Emerging Market Equity
25.52%	18.40%	27.21%	-13.01%	17.94%	11.54%	10.35%	7.12%	11.51%	15.73%	15.29%	15.27%	11.99%
Real Estate	Emerging Market Equity	Small Cap Equity	Dev ex-U.S. Equity	Small Cap Equity	High Yield	Dev ex-U.S. Equity	Dev ex-U.S. Equity	Small Cap Equity	Small Cap Equity	Large Cap Equity	Global ex-U.S. Fixed Income	Large Cap Equity
23.06%	18.31%	14.82%	-14.29%	16.93%	8.19%	7.42%	6.65%	10.04%	10.00%	15.16%	10.01%	10.94%
Dev ex-U.S. Equity	Global ex-U.S. Fixed Income	Dev ex-U.S. Equity	Large Cap Equity	High Yield	Emerging Market Equity	Real Estate	High Yield	Emerging Market Equity	High Yield	Real Estate	Real Estate	Small Cap Equity
22.49%	10.11%	12.62%	-18.11%	13.44%	7.50%	6.83%	5.38%	6.81%	9.93%	12.36%	6.66%	8.50%
Emerging Market Equity	Dev ex-U.S. Equity	High Yield	Global ex-U.S. Fixed Income	Real Estate	Dev ex-U.S. Equity	High Yield	Emerging Market Equity	Real Estate	Emerging Market Equity	Global ex-U.S. Fixed Income	Large Cap Equity	Global ex-U.S. Fixed Income
18.44%	7.59%	5.28%	-18.70%	10.85%	4.70%	6.44%	4.82%	6.13%	9.70%	11.21%	6.20%	7.29%
High Yield	U.S. Fixed Income	U.S. Fixed Income	Emerging Market Equity	Emerging Market Equity	Real Estate	Emerging Market Equity	Real Estate	High Yield	Real Estate	High Yield	High Yield	Real Estate
14.32%	7.51%	-1.54%	-20.09%	9.83%	2.00%	4.44%	4.15%	5.97%	4.60%	10.29%	4.57%	4.72%
U.S. Fixed Income	High Yield	Emerging Market Equity	Small Cap Equity	Global ex-U.S. Fixed Income	U.S. Fixed Income	U.S. Fixed Income	U.S. Fixed Income	U.S. Fixed Income	Global ex-U.S. Fixed Income	Small Cap Equity	U.S. Fixed Income	High Yield
8.72%	7.11%	-2.54%	-20.44%	5.72%	1.25%	2.29%	1.76%	-0.73%	2.74%	7.68%	4.02%	3.53%
Global ex-U.S. Fixed Income	Real Estate	Global ex-U.S. Fixed Income	Real Estate	U.S. Fixed Income	Global ex-U.S. Fixed Income	Global ex-U.S. Fixed Income	Global ex-U.S. Fixed Income	Global ex-U.S. Fixed Income	U.S. Fixed Income	U.S. Fixed Income	Small Cap Equity	U.S. Fixed Income
5.09%	-8.18%	-7.05%	-24.42%	5.53%	-4.22%	0.77%	0.61%	-1.63%	2.55%	6.08%	-1.79%	1.21%

**Sources:** ● S&P 500 Index ● Russell 2000 Index ● MSCI World ex-U.S. Index ● MSCI Emerging Markets Index ● Bloomberg Aggregate U.S. Bond Index  
● Bloomberg Corp. High Yield Index ● Bloomberg Global Aggregate ex-U.S. Index ● FTSE EPRA Nareit Developed Index

# Long-Run Change in Real GDP Level from 2025 Tariffs to Date

As of July 31, 2025

U.S. tariffs implemented as of July 31  
Percentage point change



FTROW = countries with a comprehensive free trade agreement with the US  
ROW = all other countries

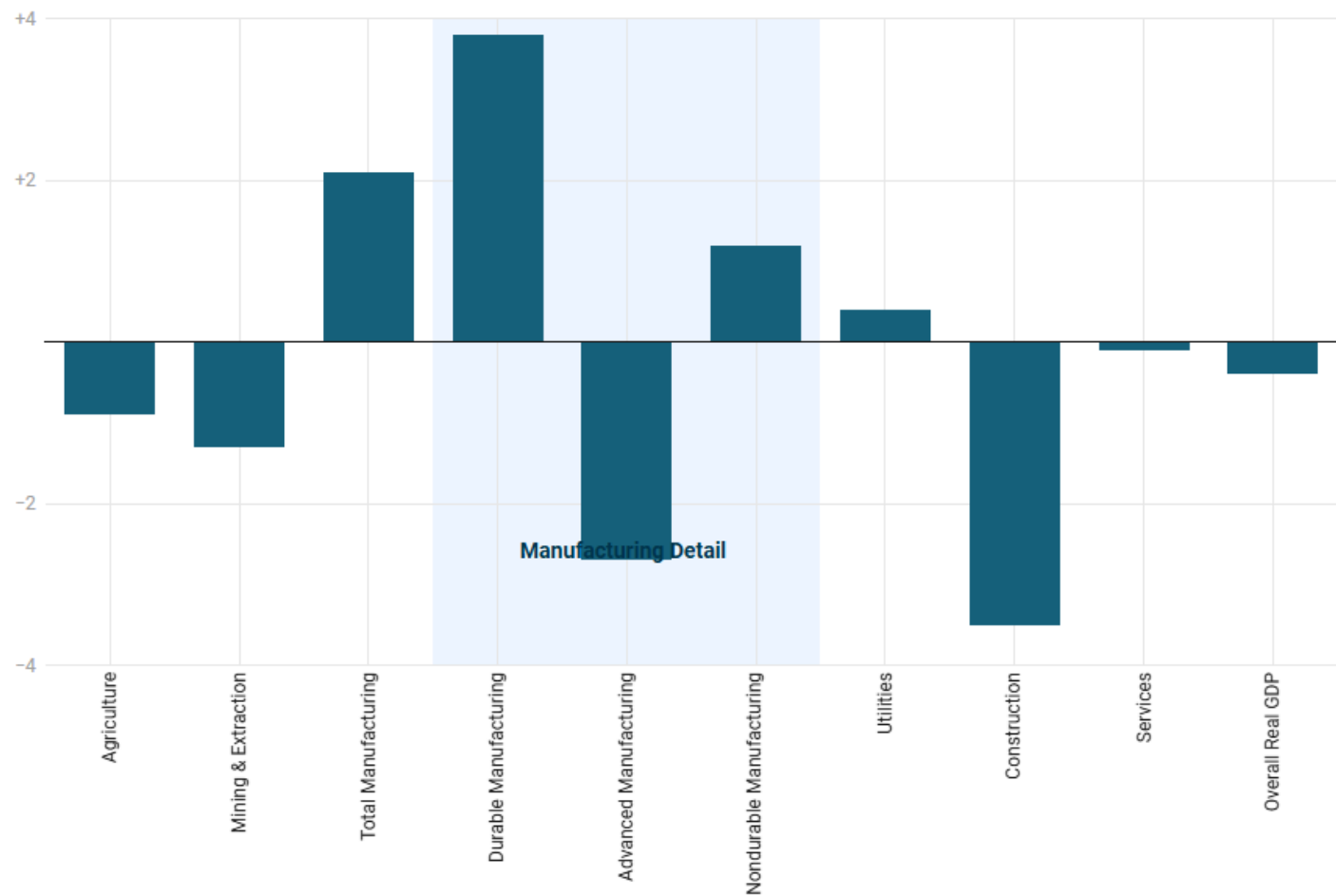
Source: The Budget Lab at Yale

# Change in Long-Run Real U.S. GDP by Sector from Tariffs

As of July 31, 2025

Figure 5. Change in Long-Run Real U.S. GDP by Sector from 2025 Tariffs

U.S. tariffs implemented as of July 31, plus foreign retaliation  
Percentage Points



Source: The Budget Lab at Yale



# Average Effective US Tariff Rate

As of July 31, 2025

Pre- and post-substitution

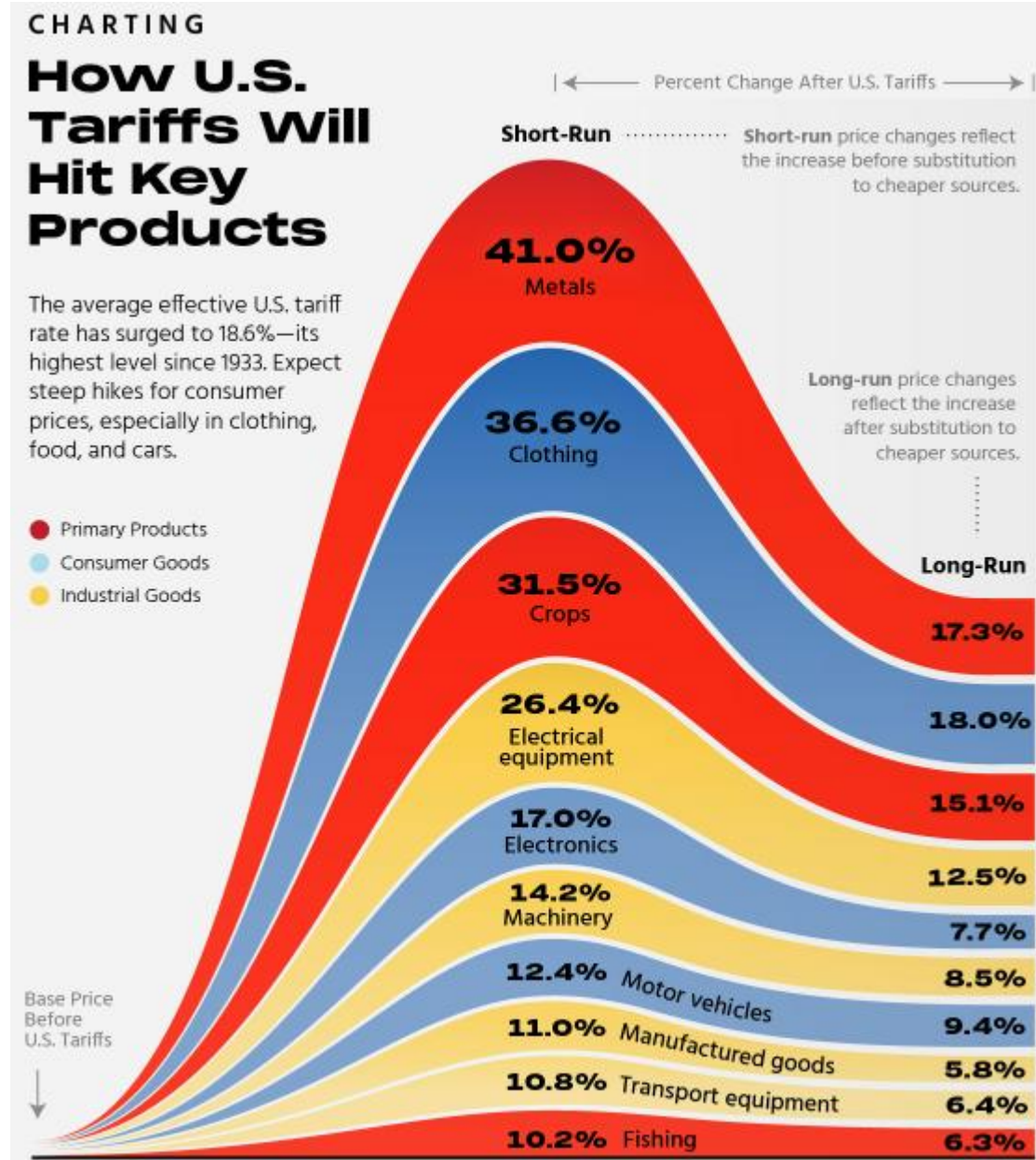
	Effective Tariff	Import Share		Average Effective Tariff	
		Pre-Substitution	Post-Substitution	Pre-Substitution	Post-Substitution
China	27.9	14%	8%	3.8	2.3
Canada	13.1	13%	17%	1.7	2.2
Mexico	10.6	15%	19%	1.6	2.0
Rest of World	15.0	58%	56%	8.8	8.5
Total		100%	100%	15.9	14.9

Table: The Budget Lab • Source: Source: GTAP v7, The Budget Lab analysis. • [Get the data](#) • Created with [Datawrapper](#)

Source: The Budget Lab at Yale

# U.S. Tariffs and Goods Pricing

As of July 31, 2025



Source: Hinrich Foundation

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## Important Disclosures (continued)

The issues considered and risks highlighted herein are not comprehensive and other risks may exist that the user of this document may deem material regarding the enclosed information. Please see any applicable full performance report or annual communication for other important disclosures.

Unless Callan has been specifically engaged to do so, Callan does not conduct background checks or in-depth due diligence of the operations of any investment manager search candidate or investment vehicle, as may be typically performed in an operational due diligence evaluation assignment and in no event does Callan conduct due diligence beyond what is described in its report to the client.

Any decision made on the basis of this document is sole responsibility of the client, as the intended recipient, and it is incumbent upon the client to make an independent determination of the suitability and consequences of such a decision.

Callan undertakes no obligation to update the information contained herein except as specifically requested by the client.

Past performance is no guarantee of future results.

# About Callan

Callan was founded as an employee-owned investment consulting firm in 1973. Ever since, we have empowered institutional investor with creative, customized investment solutions backed by proprietary research, exclusive data, and ongoing education. Today, Callan provides advisory services to institutional investor clients with more than \$3 trillion in total assets, which makes it among the largest independently owned investment consulting firms in the U.S. Callan uses a client-focused consulting model to serve pension and defined contribution plan sponsors, endowments, foundations, independent investment advisers, investment managers, and other asset owners. Callan has six offices throughout the U.S. For more information, please visit [www.callan.com](http://www.callan.com).



## Corporate Headquarters

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## Regional Offices

Atlanta  
Chicago  
Denver  
New Jersey  
Portland



Callan





## Legislation Text

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**File #:** 25-0391, **Version:** 1

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**ITEM TITLE:**

Proclamation: Suicide Prevention Month

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

**FISCAL NOTES:**

Expenditure Required: na

Unencumbered Balance: na

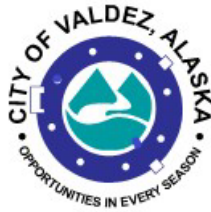
Funding Source: na

**RECOMMENDATION:**

[Click here to enter text.](#)

**SUMMARY STATEMENT:**

Please see attached Proclamation designating September as Suicide Prevention Month



# PROCLAMATION

WHEREAS, September is recognized as National Suicide Prevention Month, and September 10, is World Suicide Prevention Day, this is a time when millions of people around the world join their voices to raise awareness of suicide prevention, treatment and recovery; and

WHEREAS, this is a time that is dedicated to bringing visibility to the role everyone in the community can play in preventing suicide and to encourage all community members to know the signs, find the words, and reach out to someone they are concerned about; and

WHEREAS, the stigma associated with mental illness and suicide continues to work against suicide prevention efforts by discouraging our friends, family and neighbors at risk for suicide from seeking life-saving assistance and further traumatizes survivors of suicide; and

WHEREAS, education about the warning signs of suicide, the value of preventative measures and the best methods to support those in need is essential to our community; and

WHEREAS, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS, according to the American Foundation for Suicide Prevention (A.F.S.P.), suicide is the second leading cause of death among individuals between the ages 10 and 34 with more than 48,000 people dying by suicide annually in the United States; and

WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and

WHEREAS, we can all help prevent suicide, if you or someone you know needs support now, call or text the Suicide Crisis Lifeline at 988, access chat at [988lifeline.org](https://988lifeline.org) or dial 911.

NOW, THEREFORE, I, Dennis Fleming, Mayor of the City of Valdez, do hereby proclaim, that the Month of September is designated as

## **Suicide Prevention Awareness Month**

And encourage all citizens to take the time to inquire as to the wellbeing of their family, friends, and neighbors and to genuinely convey their appreciation for their existence by any gesture they deem appropriate.

CITY OF VALDEZ, ALASKA

ATTEST:

\_\_\_\_\_  
Dennis Fleming, Mayor

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



## Legislation Text

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**File #:** 25-0387, **Version:** 1

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**ITEM TITLE:**

Approval of Professional Services Agreement No. 2410 with Bettisworth North Architects and Planners for Child Care Facility Design in the Amount of \$222,351.00

**SUBMITTED BY:** Lindy Vititow - Capital Facilities Project Manager II

**FISCAL NOTES:**

Expenditure Required: \$222,351.00  
Unencumbered Balance: \$238,000.00  
Funding Source: 350-3340-49510.603

**RECOMMENDATION:**

Approve the professional services agreement No. 2410 to Bettis Worth North Architects and Planners for child care facility design in the amount of \$222,351.00

**SUMMARY STATEMENT:**

The scope of the agreement is to provide a 65% design of a child care facility in the current School District Office in consultation with Chugachmuit Head Start.

This scope of design was originally intended to be covered with the existing BNAP contract, but in an effort to maximize THREAD grant funding, the 65% design effort will continue under a new agreement with the new funding source. The work associated with 100% design and construction administration will continue under the original contract after the first of the year.





**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Bettisworth Architects and Planners, Inc. (“Consultant”) is effective on the \_\_\_\_ day of \_\_\_\_\_, 20

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

**Project: Child Care Facility Design  
Project No: 25-350-3340  
Contract No.: 2410  
Cost Code: 350-3340-49510.603**

Consultant’s project manager under this agreement is David Popiel.

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

City’s project manager is Lindy Vititow.

**ARTICLE 1. Scope of Work**

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

**ARTICLE 2. Compensation**

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference in an amount not to exceed \$ 222,351.00.

**ARTICLE 3. Period of Performance**

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

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 120 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.



ARTICLE 4. Subconsultants

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

ARTICLE 5. Insurance

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

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

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

ARTICLE 6. Appendices

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

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

Agreement for Professional Services  
Project: Child Care Facility Design  
Project No. 25-350-3340  
Contract No. 2410  
Cost Code: 350-3340-49510.603



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

**BETTISWORTH NORTH  
ARCHITECTS AND PLANNERS INC.**

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Dennis Fleming, Mayor

\_\_\_\_\_  
Printed name

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

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

**ATTEST:**

\_\_\_\_\_  
Title:

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

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

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

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Nathan Duval, City Manager

\_\_\_\_\_  
City, State, Zip Code

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

**RECOMMENDED:**

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

\_\_\_\_\_  
Scott Benda, Capital Facilities Director

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

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

**APPROVED AS TO FORM:**

Brena, Bell & Walker, P.C.

\_\_\_\_\_  
Jon S. Wakeland

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

**Agreement for Professional Services**  
**Project: Child Care Facility Design**  
**Project No. 25-350-3340**  
**Contract No. 2410**  
**Cost Code: 350-3340-49510.603**



## **Appendix A**

### **Scope of Work**

#### **BASIC SERVICES**

Provide all professional services necessary to provide the City of Valdez:

The scope of work is to provide all design documents and work necessary complete 65% design for the new Child Care Facility. The full scope of work within this contract is more specifically described in the attached proposal dated August 28, 2025, which is incorporated herein by reference. Where any provisions of the attached proposal conflict with the provisions of the General Conditions under Appendix C, the latter shall govern this agreement.

## **Appendix B**

### **Basis of Compensation**

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

Payment shall be made based on the proposed fee and shall not exceed \$ 222,351.00 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).



## Appendix C General Conditions

### I. Definitions:

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

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

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

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

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

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

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

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

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

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



II. Information and Services from Others:

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

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

III. Indemnification

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

IV. Insurance:

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



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

V. Payments:

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

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

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

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

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

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



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

VI. Changes:

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

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

VII. Audits and Records:

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

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

VIII. Inspections:

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

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) days' written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this





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

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

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

X. Officials Not to Benefit:

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

XI. Independent Consultant:

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

XII. Ownership of Work Products:

Work products produced under this Agreement, except items that have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder include full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the



Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

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

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

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

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

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

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

XIV. Claims and Disputes:

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

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than



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

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

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.



All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

XV. Extent of Agreement:

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

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

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

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

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

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

**Agreement for Professional Services**  
**Project: Child Care Facility Design**  
**Project No. 25-350-3340**  
**Contract No. 2410**  
**Cost Code: 350-3340-49510.603**



XVI. Governing Laws:

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

XVII. Minimum Wages:

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

Agreement for Professional Services  
Project: Child Care Facility Design  
Project No. 25-350-3340  
Contract No. 2410  
Cost Code: 350-3340-49510.603



**City of Valdez**  
**Contract Release Page 1 of 2**

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

**Project: Child Care Facility Design**  
**Project Number: 25-350-3340 / Contract Number: 2410**

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

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

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

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

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



Date: August 28, 2025  
To: Nathan Duval, City Manager, City of Valdez  
From: David Popiel  
Project No.: 24-CC-001 (CoV), 24-121 (BNAP)  
Subject: Valdez City School District Offices Renovation - Fee Proposal

Nate,

We are pleased to provide with our fee proposal to provide design services for the renovation of the Valdez City Schools District Offices for use as a childcare facility. The fee has been revised from previous versions to reflect a change in project delivery method to Design-Bid-Build and the addition of the 65% Design Documents phase. Please see notes below and attached fee detail for your review.

### **Project Scope**

Design drawings for renovation of the Valdez City School District Offices for use as a new childcare facility including the following:

- 35% Design Documents
  - o Design documents including site plan, outline specifications, preliminary Code analysis, floor plan, reflected ceiling plan, building elevation and sections, and preliminary interior and exterior finishes.
  - o Design engineer documents including equipment and fixture schedules, outline specifications, floor plans, and one-line diagrams.
  - o Third party cost estimate.
- 65% Design Documents
  - o Design documents including developed site plan, short form specifications, Code analysis, floor plans, reflected ceiling plans, building elevations and sections, initial exterior and interior detailing, preliminary finish and door/window schedules.
  - o Third party cost estimate.



### Project Fee Proposal

The design services are proposed as lump sum, separated into design document deliverable phases. Fee proposal is valid 60 days from issuance.

- |                                    |                  |
|------------------------------------|------------------|
| • 35% Design Documents:            | \$121,258        |
| • 65% Design Documents:            | \$101,093        |
| • <b>Design Services Fee Total</b> | <b>\$222,351</b> |
- 

### Assumptions and Exclusions

- Assumption: Owner to provide documentation of existing facilities; Owner to facilitate and help coordinate project meetings with outside bodies including Headstart and selected childcare facility operator; Project delivery method to be Design-Bid-Build; City to provide transport to and from airport and project site for Design Team site visits
- Exclusions: Bidding or construction administration work (provided under separate fee proposal); Hazardous material investigations; Geotechnical investigation; Fixture, Furnishing, and Equipment (FF&E) design.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,



David Popiel, AIA

Principal

Bettisworth North Architects and Planners  
Professional Services Fee Proposal  
Date: August 28, 2025

**Owner:** City of Valdez  
**Project:** Childcare Renovation  
**Phases:** 35%, 65%, 100% Docs & CA

**Professional Services Summary**

Fee Scope	Fee Type	Bettisworth North Architects and Planners			Subconsultants	Markups	Totals by Phase
		Investigative Services	Design Services	Bidding and Construction Services	Consultants Fees		
35% Design Documents	Lump Sum		\$66,209		\$49,916	\$5,133	\$121,258
65% Design Development	Lump Sum		\$54,689		\$42,096	\$4,308	\$101,093
<b>Sub Total Design Fee</b>		<b>\$0</b>	<b>\$120,898</b>		<b>\$92,012</b>	<b>\$9,411</b>	<b>\$222,351</b>
<b>Professional Services Fees and Direct Costs</b>							
BN							<b>\$120,898</b>
Subconsultants							<b>\$ 92,012</b>
Total Markups							<b>\$ 9,411</b>
BN Markup Applied to Direct Expenses			10.00%				
BN Markup Applied to Sub Direct Labor			10.00%				
<b>Total Fee</b>							<b>\$222,351</b>

Bettisworth North Architects and Planners Professional Services Fee Proposal Date: August 28, 2025			Owner: City of Valdez Project: Childcare Renovation 35%, 65%, 100% Docs & CA												
Task Labor	Hours														
	Principal	Project Manager	Senior Architect	Architect II	Senior Landscape Architect	Landscape Architect II	Senior Interior Designer	Interior Designer II	Design Tech III	Design Tech II	Design Tech I	Client Service Mgr	Admin Assistant	Totals	
35% Design Documents															
Lump Sum															
Architectural Tasks															
Project Management			8	4											
Meetings / Coordination															
City Project Team			8	8							6				
School Board			2	2											
Design and Engineering Team			8	8							4				
Childcare Provider			4	4											
35% Design Drawings			16	40							80				
35% Specifications: Outline			8	16							4				
Code Review Update	2		8	16											
3D Views (grayscale, not rendered)											24				
Submittal Prep			2	8							8		8		
Quality Control	8		4	4											
Review Meeting	2		2	2											
Subtotal Hours	12		70	112							126		8		
Architecture Tasks Subtotal	\$2,880		\$13,650	\$19,600							\$14,490		\$760	\$51,380	
Interiors Tasks															
Meetings / Coordination															
Client/Stakeholders (virtual)								4							
Design and Engineering Team								4							
35% Design Drawings								40							
35% Specifications (sheet, annotation)								8							
Materials Research & Prelim Selections								8							
Preliminary FF&E space planning								4							
Quality Control							4								
Review Meeting							2	2							
Subtotal Hours							6	70							
Interiors Tasks Subtotal							\$1,170	\$12,250						\$13,420	
Landscape Tasks															
SD Drawings															
SD Specifications (outline or full)															
SD Narrative															
Meetings															
Client/Stakeholders															
Workshops/Charrettes															
Team Coordination															
Quality Control															
Code/Zoning Review Update															
Review Meeting															
Subtotal Hours															
Landscape Tasks Subtotal															
Total Hours	12		70	112			6	70			126		8		
Billing Rates Used for all Tasks	\$240.00	\$205.00	\$195.00	\$175.00	\$205.00	\$160.00	\$195.00	\$175.00	\$145.00	\$130.00	\$115.00	\$195.00	\$95.00		
Subtotal Labor Fee	\$2,880		\$13,650	\$19,600			\$1,170	\$12,250			\$14,490		\$760	\$64,800	
Other Direct Costs	Number	Unit	Rate	Sets/Num	Amount	Subconsultants								Fees	ODC's
Air Fare: locations		total r/t				Triad Engineering								\$7,500	
Meals and Lodging	2	days	\$250.00	2	\$1,000	Reid Middleton								\$2,031	
Auto Rental		days				RSA (Mech)								\$14,700	
Parking		days	\$16.00			RSA (Elec)								\$12,780	
Mileage	305	Units	\$0.67	2	\$409	JMB Group									
Reproduction Expenses		Units													
B/W plots (plotter)		sheets	\$5.00			EH&S (Haz-Mat)									
Color plots (plotter)		sheets	\$15.00			JOA Surveys								\$12,905	
Copies - Letter Size		sheets	\$0.10			Geotech (NIC)									
Copies - 11x17 Size		sheets	\$0.20			LEED (NIC)									
Scanning sheets		sheets	\$5.75			Energy (NIC)									
Compile CD		per set	\$60.00												
Long Distance Phone Service		sheets	\$50.00												
Postage/express pouch		each	\$50.00												
		months													
		months													
BNAP ODC Subtotal					\$1,409	Subconsultants Total								\$49,916	
BNAP Markup	10%				\$141	BNAP Markup on Sub DC								10.00%	\$4,992
										Task Total					\$121,258

Bettisworth North Architects and Planners Professional Services Fee Proposal Date: August 28, 2025			Owner: City of Valdez Project: Childcare Renovation 35%, 65%, 100% Docs & CA												
Task Labor	Hours													Totals	
	Principal	Project Manager	Senior Architect	Architect II	Senior Landscape Architect	Landscape Architect II	Senior Interior Designer	Interior Designer II	Design Tech III	Design Tech II	Design Tech I	Client Service Mgr	Admin Assistant		
65% Design Development															
Lump Sum															
Architectural Tasks															
Project Management	4		16												
Meetings / Coordination															
City Project Team			4	4						4					
Design and Engineering Team			8	8						8					
Childcare Provider			4	4						4					
65% Design Drawings			16	40						80					
65% Specifications (short form)			8	40						8					
Code Review Update	4		8	8											
Cost Estimate Coordination and Review															
Submittal Prep			4	4						12			8		
Quality Control	8		4												
Review Meeting	2			2						2					
Subtotal Hours	18		72	110						118			8		
Architecture Tasks Subtotal	\$4,320		\$14,040	\$19,250						\$15,340			\$760	\$53,710	
Interiors Tasks															
Meetings / Coordination															
Client/Stakeholders															
Childcare Provider															
Design and Engineering Team															
95% Design Documents															
Schedules, Finishes															
Specifications															
Accessibility Review															
Materials Research															
Preliminary Wayfinding Planning & Design															
FF&E Product Research															
FFE Space Planning															
Cost Estimate Review															
3D Views or Renderings															
Quality Control															
Review Meeting															
Subtotal Hours															
Interiors Tasks Subtotal															
Landscape Tasks															
DD Drawings															
DD Specifications															
DD Narrative															
Meetings															
Client/Stakeholders															
Workshops/Charrettes															
Team Coordination															
Quality Control															
Code/Zoning Review Update															
Quality Control															
Review Meeting															
Subtotal Hours															
Landscape Tasks Subtotal															
Task Subtotal Hours	18		72	110						118			8		
Billing Rate	\$240.00	\$205.00	\$195.00	\$175.00	\$205.00	\$160.00	\$195.00	\$175.00	\$145.00	\$130.00	\$115.00	\$195.00	\$95.00		
Task Subtotal Labor Fee	\$4,320		\$14,040	\$19,250						\$15,340			\$760	\$53,710	
Other Direct Costs															
	Number	Unit	Rate	Sets	Amount	Subconsultants			Fees		ODC's				
Air Fare: Locations		total r/t				Triad Engineering									
Meals and Lodging		days				Reid Middleton			\$2,856						
Auto Rental		days				RSA (Mech)			\$20,380						
Parking		days	\$16.00			RSA (Elec)			\$18,860						
Site Visit	1	Units	\$979.00	1	\$979	JMB Group									
Reproduction Expenses		Units													
B/W plots (plotter)		sheets	\$5.00			EH&S (Haz-Mat)									
Color plots (plotter)		sheets	\$15.00			JOA Surveys									
Copies - Letter Size		sheets	\$0.10			Geotech (NIC)									
Copies - 11x17 Size		sheets	\$0.20			LEED (NIC)									
Scanning sheets		sheets	\$5.75			Energy (NIC)									
Compile CD		per set	\$60.00												
Long Distance Phone Service		sheets	\$50.00												
Postage/express pouch		each	\$50.00												
		months													
		months													
BNAP ODC Subtotal					\$979	Subconsultants Total			\$42,096						
BNAP Markup	10%				\$98	BNAP Markup on Sub DC			10.00%		\$4,210				
Task Total															\$101,093

Bettisworth North Architects and Planners Professional Services Fee Proposal Date: August 28, 2025			Owner: City of Valdez Project: Childcare Renovations 35%, 65%, 100% Docs & CA												
Task Labor		Hours													
100% Design Documents		Principal	Project Manager	Senior Architect	Architect II	Senior Landscape Architect	Landscape Architect II	Senior Interior Designer	Interior Designer II	Design Tech III	Design Tech II	Design Tech I	Client Service Mgr	Admin Assistant	Totals
Lump Sum															
Architectural Tasks															
Project Management		4		16	4										
Meetings / Coordination															
Client/Stakeholders				4	4										
Childcare Provider (virtual)				2	2										
School Board/City of Valdez				2	2										
Design and Engineering Team				4	4										
Childcare Provider				4	4										
CD Drawings				8	60							80			
CD Specifications (book specs)				8	40							4			
Code Review				2	4										
3D Views (grayscale, not rendered)												16			
Quality Control		4		4										8	
Submittal Prep					4							4			
Review Meeting				2	2										
Subtotal Hours		8		56	130							104		8	
Architecture Tasks Subtotal		\$1,920		\$10,920	\$22,750							\$11,960		\$760	\$48,310
Interiors Tasks															
Meetings / Coordination															
Client/Stakeholders (virtual)									4						
Childcare Provider (virtual)									4						
Design and Engineering Team									2						
CD Drawings									48						
CD Specifications (sheet, annotations)									8						
Code Required Signage									4			4			
Finish selections, sampling, digital color boards									12						
Accessibility Review									2						
Quality Control								4							
Review Meeting								2	2						
Subtotal Hours								6	86			4			
Interiors Tasks Subtotal								\$1,170	\$15,050			\$460			\$16,680
Landscape Tasks															
CD Drawings															
CD Specifications															
CD Narrative															
Meetings															
Client/Stakeholders															
Workshops/Charrettes															
Team Coordination															
Quality Control															
Code/Zoning Review Update															
Review Meeting															
Subtotal Hours															
Landscape Tasks Subtotal															
Task Subtotal Hours		8		56	130			6	86			108		8	
Billing Rate		\$240.00	\$205.00	\$195.00	\$175.00	\$205.00	\$160.00	\$195.00	\$175.00	\$145.00	\$130.00	\$115.00	\$195.00	\$95.00	
Task Subtotal Labor Fee		\$1,920		\$10,920	\$22,750			\$1,170	\$15,050			\$12,420		\$760	\$64,990
Other Direct Costs		Number	Unit	Rate	Sets	Amount	Subconsultants						Fees	ODC's	
Air Fare: locations			total r/t				Triad Engineering						\$3,500		
Meals and Lodging		2	days	\$250.00	3	\$1,500	Reid Middleton						\$2,856		
Auto Rental			days				RSA (Mech)						\$11,040		
Parking			days	\$16.00			RSA (Elec)						\$9,260		
Mileage		305	Units	\$0.67	2	\$409	JMB Group								
Reproduction Expenses			Units												
							EH&S (Haz-Mat)								
B/W plots (plotter)			sheets	\$5.00			JOA Surveys								
Color plots (plotter)			sheets	\$15.00			Geotech (NIC)								
Copies - Letter Size			sheets	\$0.10			LEED (NIC)								
Copies - 11x17 Size			sheets	\$0.20			Energy (NIC)								
Scanning sheets			sheets	\$5.75											
Compile CD			per set	\$60.00											
Long Distance Phone Service			sheets	\$50.00											
Postage/express pouch			each	\$50.00											
			months												
			months												
BNAP ODC Subtotal						\$1,909	Subconsultants Total						\$26,656		
BNAP Markup		10%				\$191	BNAP Markup on Sub DC						10.00%	\$2,666	
							Task Total							\$96,412	



## Legislation Text

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**File #:** ORD 25-0011, **Version:** 1

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**ITEM TITLE:**

#25-11 - Authorizing an Amendment to the Zoning Map to Effect a Change to Lot 2, A.S.L.S. 78-139, Plat 98-2 to General Commercial. First Reading.

**SUBMITTED BY:** Kate Huber, Community Development Director

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Approve Ordinance #25-11 - Authorizing an amendment to the zoning map to effect a change to Lot 2, A.S.L.S. 78-139, Plat 98-2 to General Commercial and adopt staff's recommended findings.

**SUMMARY STATEMENT:**

Silver Ridge Properties LLC submitted an application requesting to change the zoning of Lot 2, A.S.L.S. 78-139, Plat 98-2 (1800 Richardson Highway) to General Commercial (G). The official zoning map indicates that this property is currently zoned Neighborhood Mixed Use (NMU).

The Planning and Zoning Commission held a public hearing on this matter on August 13, 2025, and approved a recommendation to the city council to approve the requested rezone.

Please see the attached staff report for the staff review of the application and how it complies with the city code and the comprehensive plan.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 25-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AUTHORIZING AN AMENDMENT TO THE ZONING MAPS TO EFFECT A CHANGE ON LOT 2, A.S.L.S. 78-139, PLAT 98-2 TO GENERAL COMMERCIAL

WHEREAS, Silver Ridge Properties LLC, the property owner of the subject property, submitted an application to change the zoning district of their property; and

WHEREAS, the official zoning map indicates that the subject property is currently zoned Neighborhood Mixed Use; and

WHEREAS, Silver Ridge Properties LLC desires to rezone said properties from Neighborhood Mixed Use to General Commercial; and

WHEREAS, the Planning & Zoning Commission held a public hearing on this matter on August 13, 2025; and following discussion, approved a recommendation to the city council to approve this rezone and adopted the findings proposed by staff;

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

Section 1: The Zoning Maps of the City of Valdez, Alaska are amended to effect a change to Lot 2, A.S.L.S. 78-139, Plat 98-2 from Neighborhood Mixed Use to General Commercial.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Dennis Fleming, Mayor

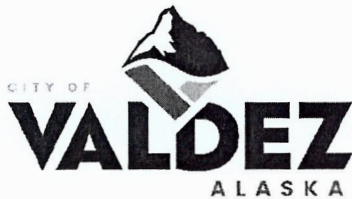
ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Brena, Bell & Walker, P.C.

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



# ZONING MAP AMENDMENT (REZONE) APPLICATION

All fields are required. If not applicable, please mark with N/A or dash.

## Office Use Only

Application Number 25-02 Date Received July 24, 2025  
Initials BW

## APPLICANT INFORMATION

Name Silver Ridge Properties  
Phone 907-255-2723  
Email silverridgeak@gmail.com  
Mailing Address PO Box 182  
Valdez AK 99686

## REPRESENTATIVE INFORMATION (if applicable)

Name Brad Barnett  
Phone 907-255-2723  
Email barnett.building24@gmail.com  
Mailing Address PO Box 182  
Valdez, AK 99686

## ADDITIONAL MATERIALS REQUIRED (The following must be submitted when applying for a rezone.)

- ☐ **Proposed Amendment** (Provide proposed map amendments on a figure that clearly delineates and labels the proposed changes.)
- ☐ **Narrative** (Describe the location, surrounding land uses, environmental features, proposed use(s), and proposed development activity, as applicable. Describe how the proposed amendments align with the goals and policies within the comprehensive plan. Identify whether the proposal will result in nonconforming situations that involve the existing structures and land uses within the subject property.)
- ☐ **Map Set and Technical Studies** (Additional maps and studies may be required depending on the amendment proposal.)

APPLICANT SIGNATURE

DATE

07/23/25

(Your signature above certifies that all information included on this form is accurate.)



## **ADDITIONAL INFORMATION**

Forms may be emailed to [communitydevelopment@valdezak.gov](mailto:communitydevelopment@valdezak.gov) or dropped off at the Community Development window in City Hall.

To submit via mail, send to the following address:

**Community Development Department**

**City of Valdez**

**PO Box 307**

**Valdez, AK 99686**

## **QUESTIONS?**

Call the City of Valdez Community Development Department at **907-834-3401** or email [communitydevelopment@valdezak.gov](mailto:communitydevelopment@valdezak.gov).

## Rezone Application Narrative

Location of Property: 1800 Richardson Highway

Surrounding land uses: light industrial, neighborhood mixed use, and general commercial. It appears to be a convenience store and gas station, a couple empty lots, a lot with a trailer and residence and a couple of lots with shops. I believe these are residential shops. Also, I'll add that I believe all this property and neighborhood use to be zoned light industrial.

Environmental features: Property is flat and cleared with gravel pad. Surrounding properties- some are wooded and undeveloped. Some are cleared with buildings. There is no water in the vicinity. The proposed intended use for this lot is construction and building material storage and a retail building.

Comprehensive Plan, Goals and Policies: I believe this aligns because for one it is working with local business, so they can properly conduct their business and serve the community. Two, it is new development for the community. Three, the existing neighborhood appears to be more industrial and commercial. The non-adjacent lots in the surrounding 1-mile vicinity are definitely more commercial and industrial. I think it is fair to keep in mind that this property once was light industrial. I think commercial and industrial uses are what it is better suited to serve in that area and a local business that provides services for the community.



## Rezone – Silver Ridge Properties – Staff Report

Date: September 2, 2025  
To: City Council  
From: Kate Huber, Community Development Director

### General Information

Applicant:	Silver Ridge Properties LLC
Property Owner:	Silver Ridge Properties LLC
Property Address:	1800 Richardson Highway
Legal Description:	Lot 2, A.S.L.S. 78-139, Plat 98-2
Current Zoning District:	Neighborhood Mixed Use (NMU)
Proposed Zoning District:	General Commercial (G)
Comp. Plan Place Type:	Mixed Use Center
Vicinity Zoning:	
East:	Light Industrial (LI), Neighborhood Mixed Use (NMU), and General Commercial (G)
West:	Neighborhood Mixed Use (NMU) and Moderate Density Residential (R2)
North:	Light Industrial (LI)
South:	Light Industrial (LI)
Access:	Richardson Highway

VMC 17.44.010 states:

The G district includes those areas which are heavily exposed to automobile traffic and where public utilities are available. The district is intended specifically for those areas surrounding major intersections where personal services, convenience goods and auto-related service facilities are desirable and appropriate land uses. The extension of the G district commercial uses along arterials in a “strip” fashion is discouraged.

VMC 17.36.010 states:

The NMU district is intended primarily for areas with utilities that include residential and supporting commercial and institutional uses that serve the convenience shopping needs for local residents. Business establishments should be developed in a small and compact format to serve adjacent neighborhoods. Both vertical and horizontal mixed-use

configurations are encouraged. Some nonresidential uses are allowed as conditional uses so that their compatibility with surrounding neighborhoods can be evaluated on a case-by-case basis. All uses shall be compatible in terms of scale and design.

The differences in the allowed uses can be found in VMC 17.16.040, Table 17.16.040-1. The differences in the dimensional standards can be found in VMC 17.16.060 Table 17.16.060-1.

### Application Description

The property proposed for a rezone is 3.705 acres located approximately 500 feet from the highway intersection with Airport Road / Mineral Creek Loop Road. The applicant has stated that he wants to utilize the lot for construction and building material storage and a retail building. The General Commercial zoning district provides for more commercial uses of the property than is allowed with the current Neighborhood Mixed Use zoning district.

### Environmental Conditions

The applicant's narrative states, "*Property is flat and cleared with gravel pad. Surrounding properties-some are wooded and undeveloped. Some are cleared with buildings. There is no water in the vicinity.*"

The property is relatively flat with an approximate elevation of 30 feet along the highway and 24 feet at the back of the property. Fill has recently been added to the property. There are not any mapped Special Flood Hazard Areas on the property or mapped wetlands. The property is located in the mapped tsunami inundation area. A tsunami evacuation shelter is located at the airport.

### VMC 17.12.080(E)(6)

The planning and zoning commission shall conduct a public hearing to review the application, review the staff report, hear staff, applicant, and public testimony, discuss the proposal, and make a formal recommendation to city council. Following the hearing, the community development department shall update its staff report to include the planning and zoning commission's recommendation.

### VMC 17.12.080(E)(7)

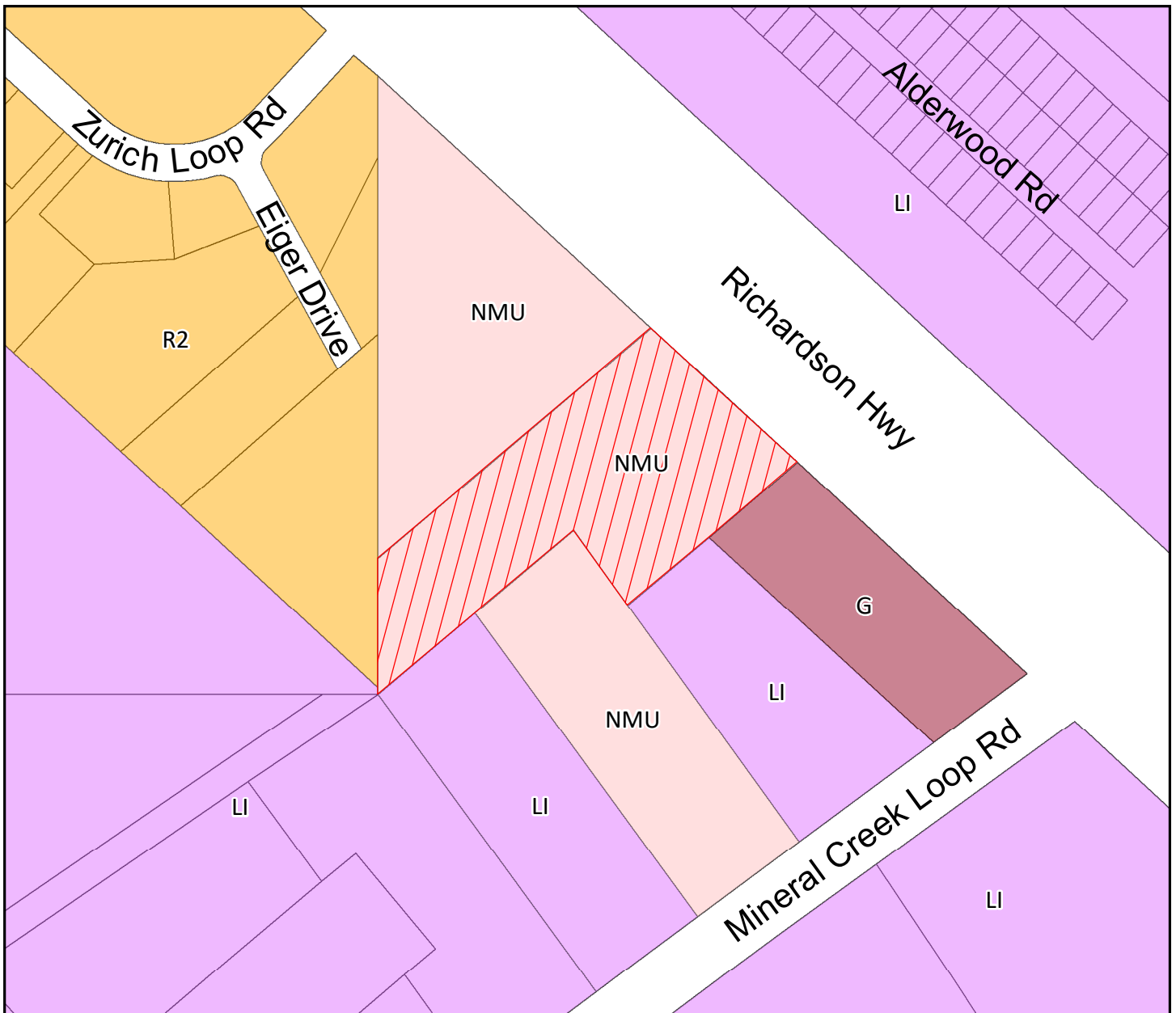
The City Council shall retain the authority to limit its approval of amendments to the zoning code and the official zoning map to limit certain land use activities, protect public health, safety, and welfare of humans and the environment, and ensure its ability to serve properties/individuals with adequate public services.

### Proposed Findings & Conclusions

#### 1. Procedure.

- a) On July 1, 2025 the Community Development Department received a rezone application from Silver Ridge Properties LLC to change the zoning on the subject property to General Commercial.
  - b) On July 24, 2025 Community Development Department received an updated application and a narrative to accompany the application.
  - c) The Community Development Department reviewed the application and determined that it was complete, in accordance with VMC 17.12.080(E)(1).
  - d) A public hearing was scheduled for August 13, 2025, to consider the zoning change.
  - e) Notice of the meeting was published in the Copper River Record on July 31, 2025, and August 7, 2025.
  - f) Notice of the publication was published in KVAK's e-blast newspaper on July 28, 2025, and August 4, 2025.
  - g) Notice of the meeting was published on the City of Valdez website on July 30, 2025, in accordance with VMC 17.12.080(E)(5) and 17.12.160(C)(1).
  - h) Notice of the meeting was mailed on July 28, 2025, to the 11 property owners within 300 feet of the subject property, in accordance with VMC 17.12.080(E)(5) and 17.12.160(C)(2).
  - i) A document holder was posted on the Richardson Highway with public notice flyers on July 28, 2025, in accordance with VMC 17.12.080(E)(5) and 17.12.160(C)(3).
  - j) The Planning & Zoning Commission held a public hearing on this matter on August 13, 2025; and following discussion, approved a recommendation to the city council to approve this rezone and adopted the findings proposed by staff.
2. Consistency with the Comprehensive Plan and its goals and policies. VMC 17.12.080(C)(2) and 17.12.080(E)(4)(b)
- a) The applicant's narrative states, *"I believe this aligns because for one it is working with local business, so they can properly conduct their business and serve the community. Two, it is new development for the community. Three, the existing neighborhood appears to be more industrial and commercial. The non-adjacent lots in the surrounding 1-mile vicinity are definitely more commercial and industrial."*
  - b) Goal 2.1, Action E in Plan Valdez, the comprehensive plan for the City of Valdez, is, *"Rezone parcels to align with the Future Land Use Map."*
  - c) VMC 17.04.030(A) states, *"The comprehensive plan of the city of Valdez is the primary policy document to guide land use ... decisions within the city."*
  - d) VMC 17.04.030(B) states, *"The comprehensive plan shall provide guidance for actions including, but not limited to, rezoning as referenced herein."*
  - e) The Future Land Use Map depicts the subject property within the Mixed-Use Center place type.
  - f) Commercial and institutional uses are listed as primary land uses in the Mixed-Use Center place type.
  - g) The proposed rezone is consistent with the Mixed-Use Center place type depicted on the future land use map for the subject property.
  - h) Goal 2.2 in Plan Valdez is, *"Encourage redevelopment and new development"*.
  - i) The rezone to General Commercial (G) is consistent with the goals and action items in Plan Valdez.
3. Potential impact on public services. VMC 17.12.080(C)(2) and 17.12.080(E)(4)(c)

- a) The city water is located within the Richardson Highway right-of-way adjacent to the subject property.
- b) City sewer mains are within approximately 500 feet of the subject property.
- c) There are not any anticipated impacts on public services associated with the rezone of this property.




## Rezone Request from Neighborhood Mixed Use (NMU) to General Commercial (G)


### Legend


 Subject Property

### Current Zoning

 High Density Residential (R2)

 Neighborhood Mixed Use (NMU)

 General Commercial (G)

 Light Industrial (LI)

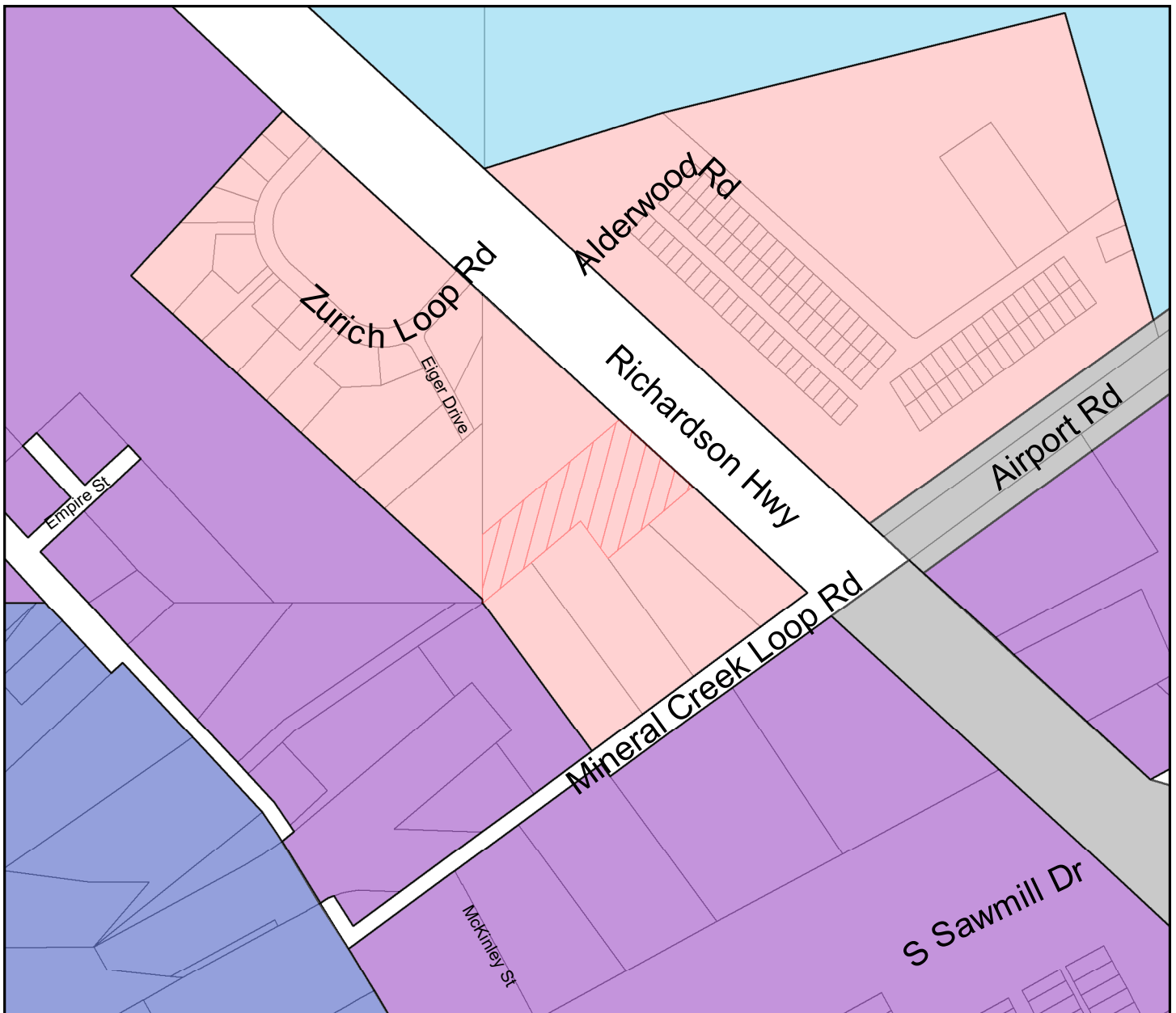
 Parcels



0 125 250 500  
Feet

Date: 7/28/2025

Author: Community Development Department



## Rezone Request from Neighborhood Mixed Use (NMU) to General Commercial (G)

### Legend

#### Comprehensive Plan Place Type

- Mixed Use Center
- Working Waterfront
- Industrial Business & Production
- Valdez Airport
- Gateway Corridor Overlay
- Subject Property
- Parcels



0 250 500 1,000  
Feet

Date: 7/28/2025

Author: Community Development Department





## Rezone Request from Neighborhood Mixed Use (NMU) to General Commercial (G)





0 75 150 300 Feet

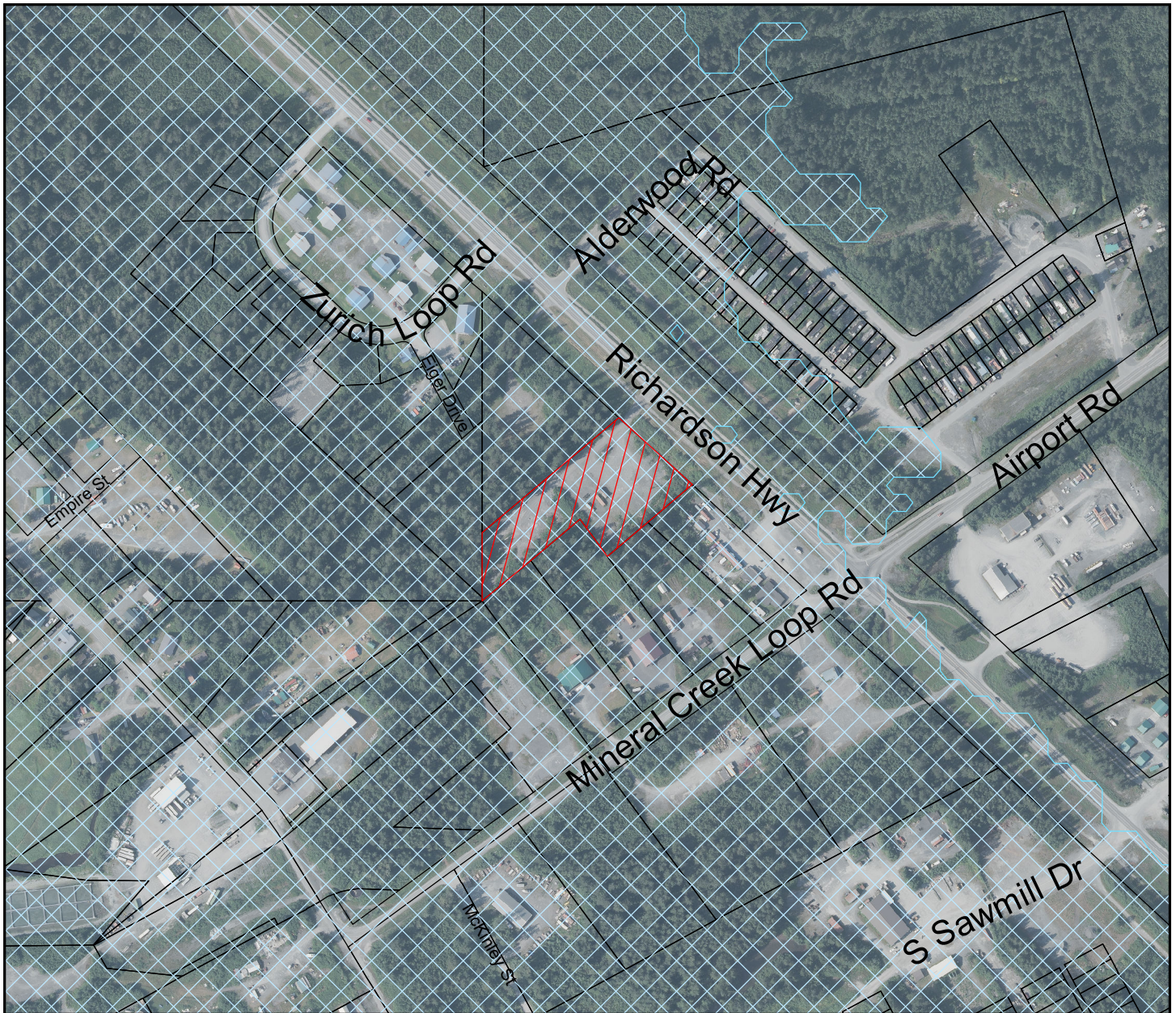
Date: 8/7/2025

Author: Community Development Department

### Legend

- Two-Foot Contours
-  Subject Property
-  Parcels





## Rezone Request from Neighborhood Mixed Use (NMU) to General Commercial (G)






0 250 500 1,000  
Feet

Date: 8/7/2025

Author: Community Development Department

### Legend

-  Subject Property
-  Tsunami Inundation Zone
-  Parcels





## Legislation Text

---

**File #:** RES 25-0037, **Version:** 1

---

**ITEM TITLE:**

#25-37 - Approving the State of Alaska Department of Transportation and Public Facilities Land Lease ADA-72-348 for Valdez Airport, Supplement No. 2

**SUBMITTED BY:** Andrew Doherty, Port Operations Manager

**FISCAL NOTES:**

Expenditure Required: \$44,139

Unencumbered Balance: \$44,139/yr X 5 years = \$220,695

Funding Source: 510-4600-44400

**RECOMMENDATION:**

Approve the State of Alaska Department of Transportation & Public Facilities Land Lease ADA-72-348 for Valdez Airport Supplement No. 2

**SUMMARY STATEMENT:**

Supplement No. 2 has been drafted to extend Lease ADA-72348 for an additional 5 years as the parties find it will be to their mutual advantage to extend, supplement, amend or revise Lease ADA-72348.

Terms of the new lease include:

1. The term of this lease is fifteen (15) years, beginning January 1, 2016 and ending January 1, 2031. All rights and liabilities under this Lease become effective on the first day of the term of this Lease.
2. Article III, Uses and Rights, A. Authorized Uses, is deleted in its entirety and is replaced as follows: A. AUTHORIZED USES
  - a. The lessor authorizes the Lessee to use the Premises for the following uses only:
  - b. Operation of a public airport passenger/air cargo terminal building for the use by airlines and the general public; aircraft parking and storage; loading and unloading of freight; gift shop; aviation related business service; conference and government office space and rental vehicle space.

- c. The effective date of this supplement shall be January 1, 2026.

ALL OTHER TERMS, ARTICLES, PROVISIONS, AND COVENANTS REMAIN  
UNCHANGED.

The City Attorney has completed a review of the new lease.

CITY OF VALDEZ, ALASKA

RESOLUTION # 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, APPROVING THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES LAND LEASE ADA-72-348 FOR VALDEZ AIRPORT, SUPPLEMENT NO. 2

WHEREAS, the State of Alaska Department of Transportation and Public Facilities (DOT&PF) has entered into Land Lease ADA-72-348 covering certain property at the Valdez Airport; and

WHEREAS, the City Council finds it in the best interest of the City to approve Supplement No. 2 to ensure the continued effective operation of the Valdez Airport and to support aviation services that benefit the public and local economy.

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

Section 1. The City Council hereby approves the State of Alaska Department of Transportation and Public Facilities Land Lease ADA-72-348 for Valdez Airport, Supplement No. 2.

Section 2. The City Manager, or their designee, is authorized to execute all necessary documents to finalize and implement the approval of Supplement No. 2 to Land Lease ADA-72-348.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 2<sup>nd</sup> day of September, 2025.

CITY OF VALDEZ, ALASKA

---

Dennis Fleming, Mayor

ATTEST:

---

Sheri L. Pierce, MMC, City Clerk



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Transportation and  
Public Facilities

STATEWIDE AVIATION  
Northern Region Aviation Leasing

2301 Peger Road  
Fairbanks, AK 99709-5399  
Main: 907-451-2216  
TDD: Relay Alaska at 711  
Fax: 907-458-6878  
dot.alaska.gov

July 9, 2025

City of Valdez  
Attn: Andrew Doherty  
P.O. Box 307  
Valdez, AK 99686

Re: Valdez Airport  
Lot 2 and 3, Block 300  
Lease ADA-72348  
Supplement No. 2

Dear Mr. Doherty:

Enclosed are two originals of Supplement No. 2 to Lease ADA-72348 and a checklist to assist you in returning all required documents. This supplement, when fully executed, will amend the authorized uses to operation of a public airport passenger/air cargo terminal building for use by airlines and the general public; aircraft parking and storage; loading and unloading of freight; gift shop; aviation related business service; conference and government office space and rental vehicle space and extend the term of your lease to January 1, 2031.

The Alaska Constitution requires public notice be given prior to the disposal of any interest in State land. Because this supplement will extend the term of the lease, public notice was required. Prior to signing, the State must wait until the public notice period is over and until any comments received have been evaluated. No comments were received during the public notice period.

It is your responsibility to review the supplement very closely. If you accept the supplement, have both originals signed, notarized, and returned to me **by August 11, 2025**.

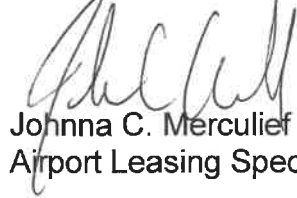
Be sure to initial the bottom of each page of the supplement in the space indicated. You should also ensure that the Notary Public fully completes the proper acknowledgment. Any deviation from these instructions may delay the State's execution of this document.

Upon receipt of the properly signed supplements, the State will execute the supplement and mail an executed original to you.

*"Keep Alaska Moving through service and infrastructure."*

Please call me at (907) 451-2849 or email me at [johnna.merculief@alaska.gov](mailto:johnna.merculief@alaska.gov), if you have any questions.

Sincerely,



Johnna C. Merculief  
Airport Leasing Specialist III

ed

Enclosures: Supplement No. 2 (2)  
Checklist

cc: Robert Mattson, Superintendent w/encl. via email at [robert.mattson@alaska.gov](mailto:robert.mattson@alaska.gov)  
David Wiley, Airport Manager w/encl. via email at [dave.wiley@alaska.gov](mailto:dave.wiley@alaska.gov)

DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES  
STATE OF ALASKA

SUPPLEMENT NO. 2

VALDEZ AIRPORT

LEASE ADA-72348

THIS SUPPLEMENT to Lease ADA-72348 is made and entered into by and between the State of Alaska, Department of Transportation and Public Facilities, whose address is Aviation Leasing, 2301 Peger Road, Fairbanks, Alaska 99709-5399, referred to as the Lessor, and City of Valdez, whose address is P.O. Box 307, Valdez, AK 99686, referred to as the Lessee.

RECITALS:

1. Effective January 1, 2016, the parties entered into Lease ADA-72348, covering the following:

Lots 2 and 3, Block 300, consisting of approximately 275,868 square feet of land; and

2. The Lessor has over the term of the lease provided the Lessee notice of rent rate changes, in accordance with the terms and conditions of the lease; and

3. Effective January 1, 2021, the parties entered into Supplement No. 1 which extended the term to January 1, 2026; and

4. The Lessee requested to extend the term for an additional five (5) years and amend the authorized uses to operation of a public airport passenger/air cargo terminal building for use by airlines and the general public; aircraft parking and storage; loading and unloading of freight; gift shop; aviation related business service; conference and government office space and rental vehicle space; and

5. The Lessee desires to extend or amend Lease ADA-72348; and

Valdez Airport

Lessee's Initials: \_\_\_\_\_  
Supplement No. 2  
Lease ADA-72348



6. The parties find it will be to their mutual advantage to extend, supplement, amend, or revise Lease ADA-72348;

NOW, in consideration of the recitals, Lease ADA-72348 is extended, supplemented, amended, or revised in the following particulars only, viz.:

- I. Article II, Term, is deleted in its entirety and is replaced as follows:

**ARTICLE II**  
**TERM**

The term of this Lease is fifteen (15) years, beginning January 1, 2016 and ending January 1, 2031. All rights and liabilities under this Lease become effective on the first day of the term of this Lease.

- II. Article III, Uses and Rights, A. Authorized Uses, is deleted in its entirety and is replaced as follows:

**ARTICLE III**  
**USES AND RIGHTS**

A. **AUTHORIZED USES**

1. The Lessor authorizes the Lessee to use the Premises for the following uses only:

Operation of a public airport passenger/air cargo terminal building for use by airlines and the general public; aircraft parking and storage; loading and unloading of freight; gift shop; aviation related business service; conference and government office space and rental vehicle space.

- III. The effective date of this supplement shall be January 1, 2026.

ALL OTHER TERMS, ARTICLES, PROVISIONS, AND COVENANTS REMAIN UNCHANGED.

Valdez Airport

Lessee's Initials: \_\_\_\_\_  
Supplement No. 2  
Lease ADA-72348.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year stated in the acknowledgments below.

LESSEE: City of Valdez

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name & Title of Signer)

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ JUDICIAL DISTRICT OR COUNTY ) ss.

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public, duly commissioned and sworn as such, personally appeared \_\_\_\_\_, known to me, and to me known, to be the \_\_\_\_\_, and s/he acknowledged to me that s/he executed the foregoing instrument freely and voluntarily on behalf of the City of Valdez, for the uses and purposes therein set forth and that s/he is authorized by the City of Valdez so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

\_\_\_\_\_  
(Typed name and signature)

My Commission Expires: \_\_\_\_\_

\*\*\*\*\*

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

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

STATE OF ALASKA )  
FOURTH JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public, duly commissioned and sworn as such, personally appeared \_\_\_\_\_, known to me and to me known to be the \_\_\_\_\_, Northern Region Office, Statewide Aviation Leasing, Department of Transportation and Public Facilities, and she acknowledged to me that she executed the foregoing instrument freely and voluntarily on behalf of the State of Alaska, Department of Transportation and Public Facilities, for the uses and purposes therein set forth and that s/he is authorized by said State of Alaska so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first written above.

\_\_\_\_\_  
(Typed name and signature)

My Commission Expires: \_\_\_\_\_ with office

Valdez Airport

Supplement No. 2  
Lease ADA-72348



THE STATE  
of ALASKA  
GOVERNOR MIKE DUNLEAVY

Department of Transportation and  
Public Facilities

STATEWIDE AVIATION  
Northern Region Aviation Leasing

2301 Peger Road  
Fairbanks, AK 99709-5399  
Main: 907-451-2216  
TDD: 907-451-2363  
Fax: 907-458-6878  
dot.alaska.gov

December 11, 2020

City of Valdez  
Attn: Jenessa Ables  
PO Box 307  
Valdez, AK 99686

Re: Valdez Airport  
Lot 2 and 3, Block 300  
Lease ADA-72348  
Supplement No. 1


Dear Ms. Ables:

Enclosed is one executed original of Supplement No. 1 to Lease ADA-72348. The supplement extends the term of your lease to January 1, 2026.

Recording of documents in the appropriate district is at your option. If you do record the supplement, please provide us with a conformed copy.

If you have any questions, please contact me at (907) 451-5201, by fax at (907) 458-6878 or by e-mail at [diana.osborne@alaska.gov](mailto:diana.osborne@alaska.gov).

Sincerely,

  
Diana M. Osborne, C.M.  
Airport Leasing Specialist III

jks

Enclosure: Supplement No. 1

cc: Robert Dunning, Valdez District Airport Manager  
Brittany Staker, Accounting Technician, Finance w/encl.

DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES  
STATE OF ALASKA

SUPPLEMENT NO. 1

VALDEZ AIRPORT

LEASE ADA-72348

THIS SUPPLEMENT to Lease ADA-72348 is made and entered into by and between the State of Alaska, Department of Transportation and Public Facilities, whose address is Aviation Leasing, 2301 Peger Road, Fairbanks, Alaska 99709-5399, referred to as the Lessor, and City of Valdez, whose address is PO Box 307, Valdez, AK 99686, referred to as the Lessee.

RECITALS:

1. Effective January 1, 2016, the parties entered into Lease ADA-72348, covering the following:

Lots 2 and 3, Block 300, consisting of approximately 275,868 square feet of land; and

2. The Lessor has over the term of the lease provided the Lessee notice of rent rate changes, in accordance with the terms and conditions of the lease; and


3. The Lessee desires to extend or amend Lease ADA-72348; and

4. The parties find it will be to their mutual advantage to extend, supplement, amend, or revise Lease ADA-72348;

NOW, in consideration of the recitals, Lease ADA-72348 is extended, supplemented, amended, or revised in the following particulars only, viz.:

I. Article II, Term, is deleted in its entirety and is replaced as follows:

Valdez Airport

Lessee's Initials:   
Supplement No. 1  
Lease ADA-72348

## TERM

The term of this Lease is ten (10) years, beginning January 1, 2016 and ending January 1, 2026. All rights and liabilities under this Lease become effective on the first day of the term of this Lease.

II. Paragraph 1 or Article IV A., Rent, is deleted in its entirety and is replaced as follows:

### A. RENT

The rent for the Premises will be as follows:

1. The rent for the Premises is \$44,138.88 per year, calculated at the rental rate of \$0.160 per square foot per year ( $\$0.160 \times 275,868$  square feet = \$44,138.88), payable annually in advance of the first day of each year of the term of this Lease as specified in Article II (Term). Any additional fees are specified elsewhere in this Lease. All payments required by this Lease must be made in U.S. dollars.

III. The effective date of this supplement shall be January 1, 2021.

ALL OTHER TERMS, ARTICLES, PROVISIONS, AND COVENANTS REMAIN UNCHANGED.

Valdez Airport

Lessee's Initials: SS  
Supplement No. 1  
Lease ADA-72348

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year stated in the acknowledgments below.

LESSEE: City of Valdez

BY:

Sharon Scheidt

(Signature)

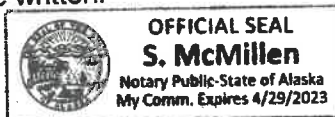
SHARON SCHEIDT, MAYOR PRO TEM  
(Typed/Printed Name & Title of Signer)

STATE OF Alaska

JUDICIAL DISTRICT OR COUNTY ) ss.

THIS IS TO CERTIFY that on this 23rd day of November, 2020, before me, the undersigned Notary Public, duly commissioned and sworn as such, personally appeared Sharon Scheidt, known to me, and to me known, to be the Mayor Pro Tem - City of Valdez and s/he acknowledged to me that s/he executed the foregoing instrument freely and voluntarily on behalf of the City of Valdez, for the uses and purposes therein set forth and that s/he is authorized by the City of Valdez so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Sharon McMillen - S. McMillen  
(Typed name and signature)

My Commission Expires: 04-29-2023

\*\*\*\*\*

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

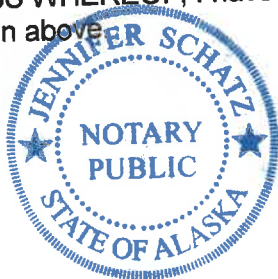
BY:

Margaret Moody  
Margaret Moody

STATE OF ALASKA )  
FOURTH JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 11th day of December, 2020, before me, the undersigned Notary Public, duly commissioned and sworn as such, personally appeared Margaret Moody, known to me and to me known to be the Acting Chief, Northern Region Office, Statewide Aviation Leasing, Department of Transportation and Public Facilities, and she acknowledged to me that she executed the foregoing instrument freely and voluntarily on behalf of the State of Alaska, Department of Transportation and Public Facilities, for the uses and purposes therein set forth and that s/he is authorized by said State of Alaska so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first written above.



Jennifer Schatz

(Typed name and signature)

My Commission Expires: with office

Valdez Airport

Supplement No. 1  
Lease ADA-72348



## Legislation Text

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**File #:** RES 25-0039, **Version:** 1

---

**ITEM TITLE:**

Resolution #25-38 - Authorizing the City Manager to Negotiate the Purchase of A 5-Acre Parcel, Known as Lot 2, Mineral Creek Industrial Subdivision (Tract K) from The Port Valdez Company, Inc.

**SUBMITTED BY:** John Witte, Public Works Director

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

Approve Resolution #25-38 Authorizing the City Manager to Negotiate the Purchase of A 5-Acre Parcel, Known as Lot 2, Mineral Creek Industrial Subdivision (Tract K) from The Port Valdez Company, Inc.

**SUMMARY STATEMENT:**

A 1,000-foot section of W. Egan Drive has no dedicated storage site beyond the existing narrow right of way, which could lead to longer haul times, delayed clearing, and increased equipment wear during heavy snow events.

Additional challenges include the increased volume of snow removed from residential driveways and side yards as well as the loss of unofficial storage through residential development. Existing neighborhood lots (Winter Park Circle, Aspen Circle, Birch Circle) are undersized and will require overflow to the W. Egan area multiple times each winter.

This resolution authorizing the City Manager to negotiate the purchase of Lot 3, Tract K - Mineral Creek Industrial Park will secure centralized, efficient snow storage, reduce the risk of operational bottlenecks, and strengthen the City's future winter response.

The 5 acre property was appraised in December 2024 with a value of \$385,000.

CITY OF VALDEZ, ALASKA

RESOLUTION #25-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING THE PURCHASE OF A 5-ACRE PARCEL, KNOWN AS LOT 2, MINERAL CREEK INDUSTRIAL SUBDIVISION (TRACT K) FROM THE PORT VALDEZ COMPANY, INC

WHEREAS, the City of Valdez seeks to provide complete and efficient snow removal services to the residents of Valdez; and

WHEREAS, the area of W. Egan Drive has seen an increase in residential and commercial development in the past two years; and

WHEREAS, the Public Works Department has explored available options of city-owned land for snow storage in the area; and

WHEREAS, the only available land appropriate for the operations of our Streets Department snow removal team is privately held by the Port Valdez Company, Inc; and

WHEREAS, the Community Development Department solicited an independent appraisal of the property in December of 2024 that determined the market value of the parcel to be \$385,000; and

WHEREAS, the City Manager has determined it is in the best interest of the residents of Valdez to purchase the available private property for snow storage needs.

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

The City Manager or his designee is authorized to negotiate the purchase of Lot 2, Mineral Creek Industrial Subdivision (Tract K), also known as 802 W. Egan Drive.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 2<sup>nd</sup> day of September 2025.

CITY OF VALDEZ, ALASKA

---

Dennis Fleming, Mayor

ATTEST:

---

Sheri L. Pierce, MMC, City Clerk





## Legislation Text

---

**File #:** RES 25-0038, **Version:** 1

---

**ITEM TITLE:**

#25-39 - Authorizing the Submission of a Grant Application to the US Department of Transportation Port Infrastructure Development Program (PIDP) Requesting \$4,000,000 in Grant Funds and Authorizing up to 25% in Local Matching Grant Funds up to the Amount of \$1,250,000 for the Port of Valdez Improvement Plan

**SUBMITTED BY:** Jordan Nelson, Finance Director

**FISCAL NOTES:**

Expenditure Required: Up to \$1,250,000

Unencumbered Balance: TBD

Funding Source: Capital Projects Planning Reserve or Fund Balance

**RECOMMENDATION:**

Approve

**SUMMARY STATEMENT:**

Resolution 25-22 was approved in April to authorize the submission of a Port Infrastructure Development (PIDP) planning grant. The grant deadline was extended and upon consultation it was recommended to increase the local match to above 20% to present a more competitive proposal, if financially feasible. The attached resolution increases the match limit and authorizes the City Manager to submit the grant and execute pertinent forms.

CITY OF VALDEZ, ALASKA

RESOLUTION #25-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION PORT INFRASTRUCTURE DEVELOPMENT PROGRAM (PIDP) REQUESTING \$4,000,000 IN GRANT FUNDS AND AUTHORIZING UP TO 25% IN LOCAL MATCHING GRANT FUNDS UP TO THE AMOUNT OF \$1,250,000 FOR THE PORT OF VALDEZ IMPROVEMENT PLAN

WHEREAS, the U.S. Department of Transportation (USDOT) Maritime Administration (MARAD) published a Notice of Funding Opportunity for the Port Infrastructure Development Program (PIDP); and

WHEREAS, Improvements to waterfront infrastructure including Sea Otter expansion, improvements to the Kelsey Dock, addressing congestion at the Ryan J. Sontag Container Terminal have been prioritized by the City of Valdez Ports and Harbor Commission, Waterfront Masterplan, and City Council; and

WHEREAS, the City intends to use these funds to develop a 35% design plan to expand Port Terminal 2 (Kelsey Dock) and construct a new Port Terminal 3 in Valdez, Alaska at Sea Otter Park; and

WHEREAS, a grant request for \$4,000,000 requires a 20% local contribution of \$1,000,000 for a total award of \$5,000,000; and

WHEREAS, a local contribution in excess of 20% strengthens the City's application and is authorized up to 25%

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

The city council authorizes the City Manager or designee to submit a grant application to the U.S. Department of Transportation, and upon award of the grant may accept and appropriate by resolution a budget amendment accepting grant funds and allocating the required matching grant funds up to \$1,250,000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 2<sup>nd</sup> day of September, 2025.

CITY OF VALDEZ, ALASKA

---

Dennis Fleming, Mayor

ATTEST:

---

Sheri L. Pierce, MMC, City Clerk

## **FY 2025 Notice of Funding Opportunity**

### **Port Infrastructure Development Program**

Maritime Administration

US Department of Transportation (DOT)

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## A. BASIC INFORMATION

<b>SUMMARY OVERVIEW OF KEY INFORMATION: Port Infrastructure Development Program (PIDP) Discretionary Grant Opportunity</b>	
<b>Topic</b>	<b>Description</b>
<b>Federal Agency Name</b>	Maritime Administration (MARAD)
<b>Funding Opportunity Title</b>	FY 2025 Port Infrastructure Development Program
<b>Announcement Type</b>	This is the initial announcement for the FY 2025 round of PIDP grants.
<b>Funding Opportunity Number</b>	MA-PID-25-001
<b>Assistance Listing Number</b>	20.823 Port Infrastructure Development Program
<b>Funding Details</b>	It is anticipated that roughly \$450 million in funding will be available for the FY 2025 funding opportunity, unless additional funding becomes available for the program under the FY 2025 Appropriations Act.
<b>Key Dates</b>	Applications due: April 30, 2025 at 11:59:59 p.m. E.D.T.
<b>Executive Summary</b>	<p>PIDP assists in funding eligible projects for the purpose of improving the safety, efficiency, or reliability of the movement of goods through ports and intermodal connections to ports.</p> <p>Eligible Applicants are:</p> <ul style="list-style-type: none"> <li>• A State;</li> <li>• A political subdivision of a State, or a local government;</li> <li>• A public agency or publicly chartered authority established by 1 or more States;</li> <li>• A special purpose district with a transportation function;</li> <li>• An Indian Tribe, or a consortium of Indian Tribes;</li> <li>• A multistate or multijurisdictional group of entities described above;</li> <li>• A lead entity described above jointly with a private entity or group of private entities, including the owners or operators of a facility, or collection of facilities at a port.</li> </ul>
<b>Eligible Project Types</b>	<p>Projects within the boundary of a port, or outside the boundary of a port and directly related to port operations or to an intermodal connection to a port that improve the safety, efficiency, or reliability of:</p> <ul style="list-style-type: none"> <li>• The loading and unloading of goods at a port;</li> <li>• The movement of goods into, out of, around, or within a port;</li> <li>• Operational improvements at a port;</li> <li>• Environmental and emissions mitigation measures; or</li> </ul>

	<ul style="list-style-type: none"> <li>Infrastructure that supports seafood and seafood-related businesses. (NOTE: Section B.6. provides additional information.)</li> </ul>
<b>Questions</b>	Email <a href="mailto:PIDPgrants@dot.gov">PIDPgrants@dot.gov</a>
<b>Agency Contact Information</b>	<a href="mailto:PIDPgrants@dot.gov">PIDPgrants@dot.gov</a> or call Aubrey Parsons at 202–366–8047

## 1. CHANGES FROM THE FY 2024 NOFO

This FY 2025 PIDP NOFO makes the following changes from the FY 2024 PIDP NOFO:

- Updates rating rubrics for the statutory merit criteria.
- Clarifies guidance related to the factors reviewers will consider in project readiness evaluations.
- Updates the organization of the NOFO and use of references to comply with the recent changes to [2 CFR Part 200 Appendix I](#).

## B. ELIGIBILITY

### 1. ELIGIBLE APPLICANTS

An eligible applicant for a FY 2025 PIDP grant is:

- a State, a political subdivision of a State or a local government,
- a public agency or publicly chartered authority established by one or more States,
- a special purpose district with a transportation function,
- an Indian Tribe (as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304), without regard to capitalization,) or a consortium of Indian Tribes,
- a multistate or multijurisdictional group of entities described above, or
- a lead entity described above jointly with a private entity or group of private entities, including the owners or operators of a facility, or collection of facilities, at a port.

Federal agencies and individuals are not eligible applicants for the FY 2025 PIDP.

If submitting a joint application, applicants must identify in the application the eligible lead applicant as the primary point of contact. The lead applicant, who will be the primary recipient of the award and responsible for financial administration and monitoring of the project, must be an eligible lead entity described above (i.e., not a private entity). Joint applications should include a description of the roles and responsibilities of each applicant. If a joint applicant is providing some or all of the required non-Federal matching funds, a letter of funds commitment from that applicant should be provided as an attachment to the application.

MARAD expects that the lead applicant submitting the application will administer and deliver the project. If the lead applicant intends to act as a pass-through entity for disbursing funds to a subrecipient (including a private-entity joint applicant, if applicable) who will deliver all or a portion of the project, that intention should be made clear in the application and a letter of support from the intended subrecipient should be included as an attachment to the application.

Lead applicants intending to make subawards under their proposed FY 2025 PIDP project should refer to [2 CFR 200.331-333](#) on how to make subrecipient determinations and what requirements apply to pass-through entities. Applicants should be aware that all contracts executed under the PIDP award that create procurement relationships must follow the procurement standards at [2 CFR 200.317-327](#), including requirements regarding competition.

In order to be eligible for award, eligible applicants must provide a written statement that they have the authority to plan, construct, own, operate, and maintain the grant-funded project. In the case of joint applications, at least one of the eligible applicants must demonstrate this authority. Refer to Section C.4. of this notice for restrictions on funding.

## 2. APPLICATION LIMIT

Each eligible applicant may submit no more than one application. If an applicant submits multiple applications, only the last one received by MARAD will be considered.

## 3. COST SHARING

Cost sharing means the portion of the project's cost that is not paid by Federal funds. Cost share funds are typically stated as a percentage of the total project cost. Per 46 U.S.C. 54301(a)(8), the Federal share of the total costs of an eligible PIDP project must not exceed 80 percent; however, the Secretary may increase the Federal share of costs above 80 percent for:

- (1) a grant for a project that is located in a rural area; or
- (2) a grant awarded to a small project at a small port under 46 U.S.C. 54301(b).

Applicants should use the following equation when determining the cost share for their project:

$$\frac{(PIDP \text{ Grant Request} + \text{Other Federal Funds})}{\text{Total Project Cost}} = \text{Federal Cost Share}$$

For the PIDP, Total Project Cost means the sum of future eligible Federal and non-Federal costs that have not yet been incurred.

Non-Federal sources include State funds originating from programs funded by State revenue, local funds originating from State or local revenue-funded programs, or private funds. If repaid from non-Federal sources, Federal credit assistance is considered non-Federal share. The application must demonstrate, such as through a commitment letter or other documentation included in the PIDP application, the sources of the non-Federal funds. Unless otherwise authorized by statute, funds used to satisfy the non-Federal cost-share requirements of a different Federal program may not be counted as the non-Federal cost share for both the FY 2025 PIDP grant award and another Federal grant program.

MARAD will not consider previously incurred costs or previously expended or encumbered funds towards the non-Federal cost-share requirement, except for awards made under 46 U.S.C. 54301(b) (small projects at small ports). For awards made under 46 U.S.C. 54301(b), MARAD may consider certain eligible pre-construction costs towards the non-Federal cost-share requirement if incurred after the date of application submittal but before announcement of project selection, if the costs are clearly indicated in the budget included in the application and comply with all applicable Federal requirements. All non-Federal cost-share funds are subject to the same Federal requirements as awarded funds.

In addition to these cost share requirements, cost share will be evaluated according to the “Leveraging Federal Funding” criterion.

For each project that receives a PIDP grant award, the terms of the award will require the recipient to complete the project using at least the amount of non-Federal funding that was specified in the application. If the actual costs of the project are greater than the costs estimated in the application, the recipient will be responsible for addressing the funding shortfall by providing additional funds. If the actual costs of the project are less than the costs estimated in the application, MARAD will generally reduce the Federal contribution to ensure the recipient maintains the level of non-Federal funding stated in the application.

#### **4. PRE-AWARD AUTHORITY**

Consistent with the provisions in 46 U.S.C. 54301(a)(10)(B) and 2 CFR 200.458, unless “pre-award costs” are authorized by MARAD in writing after MARAD’s announcement of FY 2025 PIDP awards or a Small Project at a Small Port applicant has included pre-award costs in the application budget, consistent with Section B.3 above, any costs incurred prior to MARAD’s obligation of funds for a project are ineligible for reimbursement and are ineligible to count as match for cost share requirements.<sup>1</sup>

#### **5. LOCATION DESIGNATIONS AND DEFINITIONS**

Great Lakes port: A port on the Great Lakes and their connecting and tributary waters as defined under 33 CFR 83.03(o).

Coastal seaport: A port on navigable waters of the United States or territories that is subject to the U.S. Army Corps of Engineers regulatory jurisdiction for oceanic and coastal waters under 33 CFR. 329.12 or that is otherwise capable of receiving oceangoing vessels with a draft of at least 20 feet (other than a Great Lakes port).

Inland river port: A harbor, marine terminal, or other shore side facility used principally for the movement of goods that is not at a coastal seaport or Great Lakes port.

Rural area: An area located outside of a 2020 U.S. Census-designated urban area with a population of 50,000 or more persons.<sup>2</sup>

Urban area: An area located within (or on the boundary of) a 2020 U.S. Census-designated urban area with a population of 50,000 or more persons.

Climate Change: Changes in average weather conditions that persist over multiple decades or longer due to natural or anthropogenic activities, especially from greenhouse gas emissions. Climate change encompasses both increases and decreases in temperature, as well as shifts in precipitation, changing risk of certain types of severe weather events, and changes to other features of the climate system.

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<sup>1</sup> Pre-award costs are only costs incurred directly pursuant to the negotiation and anticipation of the PIDP award where such costs are necessary for efficient and timely performance of the scope of work, as determined by MARAD.

<sup>2</sup> Please use the DOT Rural Eligibility map for PIDP at <https://www.transportation.gov/rural/eligibility> to determine rural eligibility. This map identifies the areas in the 2020 U.S. Census that have a population of less than 50,000 and, therefore, are rural areas for the purposes of PIDP.



Development phase activities: Includes planning, feasibility analysis, revenue forecasting, environmental review, permitting, and preliminary engineering and design work.

Environmental justice: The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

Equity: The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

Large project: A project at a port other than a Small Port, regardless of the amount of PIDP funding sought in the application; or a project at a Small Port for which the amount of PIDP funding sought in the application is greater than \$11.25 million.

Port resilience: The ability to anticipate, prepare for, adapt to, withstand, respond to, and recover from operational disruptions and sustain critical operations at ports, including disruptions caused by natural or climate-related hazards (such as extreme temperatures, extreme rainfall, sea level change, Great Lakes and river water level changes, flooding, earthquakes, landslides, extreme storms [hurricanes, cyclones, typhoons, northeasters, etc.], storm surge, tsunami inundation, tornadoes, high wind events, wildfire, volcanic activity, or other extreme weather events) or human-made disruptions such as dredging and sediment management, terrorism, cyberattacks, disruptions to Position, Navigation, and Timing (PNT) data via the Global Positioning System (GPS) whether intentional or unintentional, public health emergencies, or shortages/bottlenecks at key elements of the supply chain.

Small Port: A coastal seaport, Great Lakes, or inland river port to and from which the average annual tonnage of cargo for the immediately preceding three calendar years from the time an application is submitted is less than 8,000,000 short tons, as determined by using U.S. Army Corps of Engineers data or data by an independent audit if the Secretary determines that it is acceptable to use such data instead of using U.S. Army Corps of Engineers data. When using U.S. Army Corps of Engineers data to determine whether the applicant qualifies as a Small Port, MARAD will use data that is specific to the eligible applicant. If an eligible applicant provides data by an independent audit, MARAD will use such data if it is a reasonable substitute for U.S. Army Corps of Engineers data.

Small Project at a Small Port: A project at a Small Port seeking less than or equal to \$11.25 million in funding under 46 U.S.C. 54301(b).

## 6. ELIGIBLE PROJECTS

Eligible projects for FY 2025 PIDP grants shall be located either within the boundary of a port, or outside the boundary of a port and directly related to port operations or to an intermodal connection to a port. Grants may be made for capital projects that will be used to improve the safety, efficiency, or reliability of:

- I. the loading and unloading of goods at the port, such as for marine terminal equipment;

- II. the movement of goods into, out of, around, or within a port, such as for highway or rail infrastructure, intermodal facilities, freight intelligent transportation systems, and digital infrastructure systems;
- III. operational improvements, including projects to improve port resilience;
- IV. environmental and emissions mitigation measures, including projects for—
  - a. port electrification or electrification master planning;
  - b. harbor craft or equipment replacements or retrofits;
  - c. development of port or terminal microgrids;
  - d. provision of idling reduction infrastructure;
  - e. purchase of cargo handling equipment and related infrastructure;
  - f. worker training to support electrification technology;
  - g. installation of port bunkering facilities from ocean-going vessels for fuels;
  - h. electric vehicle charging or hydrogen refueling infrastructure for drayage and medium or heavy-duty trucks and locomotives that service the port and related grid upgrades; or
  - i. other related port activities, including charging infrastructure, electric rubber-tired gantry cranes, and anti-idling technologies; or
- V. port and port-related infrastructure that supports seafood and seafood-related businesses, including the loading and unloading of commercially harvested fish and fish products, seafood processing, cold storage, and other related infrastructure.

Activities eligible for funding under PIDP planning grants include those related to development phase activities—such as planning, feasibility analysis, revenue forecasting, environmental review, permitting, preliminary engineering and design work, development of master plans, electrification master planning, and planning to address a port’s ability to withstand probable occurrence or recurrence of an emergency or major disaster—of eligible PIDP capital projects that will not result in construction with FY 2025 PIDP funding.

Under the FY 2025 PIDP, if an application includes right-of-way acquisition, the project will be considered a capital project.

This program will not fund construction, reconstruction, reconditioning, or purchase of a vessel, unless the Secretary determines such vessel is necessary for a project and is not already receiving assistance under 46 U.S.C. chapter 537. In addition, this program will not fund any project within a small shipyard (as defined in 46 U.S.C. 54101).

Improvements to Federally owned facilities are ineligible under the FY 2025 PIDP, unless they are projects investing in port facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government.

This program will not fund the purchase or installation of fully automated cargo handling equipment, or the installation of terminal infrastructure that is designed for fully automated cargo handling equipment, if the Secretary determines that such equipment would result in a net loss of good jobs or reduction in the quality of jobs within the port or port terminal. In general, fully

automated cargo handling systems transfer materials without the need, or a significantly reduced need, for human assistance. Such systems may be remotely operated or monitored, with or without the exercise of human intervention or control. Applicants that propose projects that include the acquisition of eligible cargo handling equipment or terminal infrastructure for cargo handling equipment must indicate in their application whether or not the equipment is fully automated (or whether the terminal infrastructure is designed for fully automated equipment). If fully automated equipment is proposed to be acquired or terminal infrastructure for such equipment is proposed to be created, the applicant must provide information describing the job changes that will result from the project, including supporting evidence demonstrating that the project will not directly result in a net loss of good jobs or degradation of job quality.

## **7. PROJECT COMPONENTS**

An application must describe only one project, but that project may contain more than one component and may describe components that may be carried out by parties other than the applicant. MARAD expects, and will impose requirements on, fund recipients to ensure that all components included in an application will be delivered as part of the PIDP project, regardless of whether a component includes Federal funding. The status of each component should be clearly described (for example, in the project schedule and budget). MARAD may award funds for a component, instead of the larger project, if that component: (1) independently meets minimum award amounts described in Section C and all eligibility requirements described in Section B; (2) independently aligns with the selection criteria identified in Section F; and (3) meets National Environmental Policy Act (NEPA) requirements with respect to independent utility. Independent utility means that the component will represent a transportation improvement that is usable even if no other improvement is made in the area and will be ready for intended use upon completion of that component's construction. All project components that are presented together in a single application must demonstrate a relationship or connection among them or MARAD may fund only one or more of the connected components and reduce the PIDP award.

MARAD strongly encourages applicants to identify in their applications the project components that have independent utility and separately detail costs and requested PIDP funding for those components. If the application identifies one or more project components with independent utility, the application should clearly identify how each component addresses the selection criteria and produces benefits on its own, in addition to describing how the full proposal of which the component is a part addresses the selection criteria described in Section F.

Applicants should be aware that, depending upon the relationship between project components and applicable Federal law, DOT funding of some project components may make other project components subject to Federal requirements.

## **8. REDUCED AWARDS**

If selected for award, MARAD may decrease the PIDP funding amount from the applicant's request if some elements of the project are ineligible or to comply with statutory set asides such as those related to geographic preference or small projects at small ports.

## **C. PROGRAM DESCRIPTION**

### **1. PROGRAM HISTORY AND AUTHORIZATION**

The PIDP statute, codified at 46 U.S.C. 54301, establishes the port and intermodal improvement program to improve the safety, efficiency, or reliability of the movement of goods through ports and intermodal connections to ports. The Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021) (“Bipartisan Infrastructure Law” or “BIL”) appropriated \$450 million to the PIDP for FY 2025 to make discretionary grants for eligible PIDP projects. In addition to the FY 2025 BIL PIDP funds, FY 2025 Appropriations Act funding, if appropriated, and unobligated prior year PIDP funds may be made available and awarded under this solicitation to eligible projects.

### **2. PROGRAM GOALS AND OBJECTIVES**

The goal of PIDP is to assist in funding eligible projects for the purpose of improving the safety, efficiency, or reliability of the movement of goods through ports and intermodal connections to ports and that advance the Departmental priorities of safety, equity, Justice40, climate and sustainability, workforce development, job quality, and wealth creation, as described in the Department’s [Strategic Plan](#)<sup>3</sup> and executive orders. Projects selected under this Notice are intended to further the program’s goals and objectives.

The Department seeks to fund projects under the PIDP that reduce greenhouse gas emissions in the transportation sector; incorporate evidence-based climate resilience measures and features; avoid adverse environmental impacts to air or water quality, wetlands, and endangered species; and address the disproportionate negative environmental impacts of transportation on disadvantaged communities, consistent with Executive Order 14008, [Tackling the Climate Crisis at Home and Abroad](#).

In addition, the Department seeks to award projects under the PIDP that proactively evaluate whether a project will create proportional impacts to all populations in a project area and increase equitable access to project benefits, consistent with Executive Order 14091, [Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government](#).

The Department also seeks to award projects that address environmental justice, particularly for communities that have experienced decades of underinvestment and are most impacted by climate change, pollution, and environmental hazards, consistent with Executive Order 14008, [Tackling the Climate Crisis at Home and Abroad](#).

PIDP advances President Biden’s [Justice40 Initiative](#), which set the goal that 40 percent of the overall benefits of certain climate, clean energy, and other covered Federal investments flow to

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<sup>3</sup> See U.S. Department of Transportation Strategic Plan FY 2022–2026 at <https://www.transportation.gov/dotstrategic-plan>.

disadvantaged communities that are marginalized by underinvestment and overburdened by pollution.

In addition, the Department intends to use the PIDP to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and training and placement programs, especially registered apprenticeships, in project planning stages, consistent with Executive Order 14025, [Worker Organizing and Empowerment](#), and Executive Order 14052, [Implementation of the Infrastructure Investment and Jobs Act](#). The Department also intends to use the PIDP to support wealth creation, consistent with the Department's [Equity Action Plan](#), through the inclusion of local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises or 8(a) firms.

### 3. AWARD SIZE

There is no minimum award size for funding under the BIL. Except as limited by the amount of available funding and statutory restrictions on funding identified in Section C.3., there is no maximum award size.

### 4. RESTRICTIONS ON FUNDING

MARAD must comply with the following funding restrictions:

<b>Funding Restriction</b>	<b>Amount</b>
<b>Small Projects at Small Ports</b>	At least 25% of available funding, which is \$112.5 million
<b>Per State</b>	No more than 25% of available funding which \$112.5 million
<b>Planning Projects</b>	No more than 10% of funding reserved for Small Projects at Small Ports and no more than 10% of funding available to large projects
<b>Small Projects at Small Ports Maximum Award size</b>	No more than \$11.25 million per award

As proscribed in Section 825 of the FY 2024 NDAA, no funds may be awarded to an entity that utilizes or provides in part or in whole: the national transportation logistics public information platform (commonly referred to as 'LOGINK') provided by the People's Republic of China, or departments, ministries, centers, agencies, or instrumentalities of the Government of the People's Republic of China; any national transportation logistics information platform provided by or sponsored by the People's Republic of China, or a controlled commercial entity; or a similar system provided by Chinese state-affiliated entities.<sup>4</sup>

MARAD may retain up to 2% of available funding for oversight and administration of grants.

<sup>4</sup> For more information on LOGINK, including information about potential vulnerabilities to maritime port equipment and networks, see the advisory on Worldwide Foreign Adversarial Technological, Physical, and Cyber Influence on the Maritime Security Communications Industry portal: <https://www.maritime.dot.gov/msci-advisories>.

Federal funds awarded under this program may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

## 5. AVAILABILITY OF FUNDS

The table below outlines the obligation and expenditure deadlines for FY 2025 PIDP funding.

<b>Fiscal Year</b>	<b>Funding Obligation Deadline</b>	<b>Funding Expenditure Deadline</b>
FY 2025	September 30, 2029	5 years after funds obligation for each individual award

MARAD seeks to obligate FY 2025 PIDP grant funds by September 30, 2029.

- Obligation occurs when a selected applicant and MARAD enter into a written grant agreement after the applicant has satisfied applicable local, State, and Federal requirements, including transportation planning and environmental review requirements, such as those under NEPA.

Per 46 U.S.C. 54301(a)(11)(B)(ii), MARAD also expects grant recipients to expend funds within five years of obligation of their award funds, which should be no later than September 30, 2034, depending on when each grant is executed.

- Expenditure occurs when a recipient is reimbursed for eligible project costs.

## 6. PERFORMANCE MEASURES

PIDP program performance measures can be found on the [PIDP website](https://www.maritime.dot.gov/PIDPgrants) (<https://www.maritime.dot.gov/PIDPgrants>).

## 7. PREVIOUS AWARDS

Previous program awards can be found on the [PIDP website](https://www.maritime.dot.gov/PIDPgrants).

### **D. APPLICATION CONTENT AND FORMAT**

MARAD expects the Project Narrative be prepared with standard formatting preferences (a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins, and the narrative text in one column only). Documents should be submitted in PDF, unless otherwise specified (e.g., Benefit-Cost Analysis (BCA) calculations should be submitted in an unlocked Excel spreadsheet). The Project Narrative may not exceed 30 pages in length, excluding cover pages and table of contents. The only substantive portions that may exceed the 30-page limit are documents supporting assertions or conclusions made in the 30-page Project Narrative and documentation related to the required determinations. Except for the BCA, evaluators are not required to review supporting documents as part of the selection criteria review described in Section F. Supporting documentation should be dated, and MARAD recommends using appropriately descriptive file names (e.g., “Project Narrative,” “Maps,” “Memoranda of Understanding,” “Letters of Support,” “Engineering Drawings,” etc.) for all attachments. If supporting documents are submitted, applicants should clearly identify within the Project Narrative the relevant supporting document(s).

## 1. STANDARD FORM 424

The application must include the Standard Form (SF) 424 (Application for Federal Assistance). Applicants are encouraged to also complete the SF-424C (Budget Information – Construction Programs). These forms may be found on [Grants.gov](https://www.grants.gov) and are also available at [www.maritime.dot.gov/PIDPgrants](https://www.maritime.dot.gov/PIDPgrants).

## 2. FY 2025 PIDP COVER PAGE

Each application should include a cover page with information about the project included in the following chart:

Field Name	Guidance
<b>Name of lead applicant</b>	
<b>Is the applicant applying as a lead applicant with any joint applicants?</b>	If yes, identify by name each of the joint applicants.
<b>Does the applicant or joint applicant own the property where the grant-funded improvements will occur?</b>	Yes or No.
<b>Is the applicant seeking funding under the small project at a small port set-aside?</b>	Yes or No.
<b>Project name</b>	Provide a concise (five- to seven-word) name of the project. For example: “Wharf and Uplands Improvement Project”
<b>Project description</b>	Provide a brief (no more than 100 words) description of the project that focuses on what the project consists of. For example: “This project will fund construction of a new wharf at the X Terminal, renovate the uplands adjacent to the wharf, construct a 100,000 SF-refrigerated warehouse, and install approximately 20,000 LF of track to connect the new facilities to the port’s rail switch yard.”
<b>Is this a planning project?</b>	Yes or No.
<b>Is this a project at a coastal, Great Lakes, or inland river port?</b>	Specify coastal, Great Lakes, or inland river port.
<b>Is this project located in a noncontiguous State or U.S. territory?</b>	Yes or No. If yes, name the State or U.S. territory.
<b>Geographic Coordinates (in Latitude and Longitude format)</b>	Provide the coordinates of the approximate geographic center of the project. The latitude and longitude of the project should be reported as decimal degrees with a minimum of 5 decimal places.
<b>Is this project in an urban or rural area?</b>	Use the guidance in Section B.5 of the NOFO to answer this question.
<b>Project Zip Code</b>	Identify the zip code that corresponds to the coordinates identified above.

<b>Is the project located in a Historically Disadvantaged Community?</b>	Answer yes only if the project is wholly or partially in a Historically Disadvantaged Community. Provide information in support of the claim. For example, the Census Tract number and description. (If the project is located in multiple zones, the project will be designated as a HDC if the majority of the Project's costs will be spent in the area that qualifies as a HDC.)
<b>Has the same project been previously submitted for PIDP funding?</b>	If so, identify the program and year of the prior submission (such as "PIDP FY 2023").
<b>Is the applicant applying for other Federal discretionary grant programs (managed by DOT or a separate agency) in 2025 for the same work or related scopes of work?</b>	If so, identify the program, amount of funding requested and scope (such as DOT RAISE FY 2025, \$25 million, components 1 and 2 of this PIDP project).
<b>Has the applicant previously received DOT funding for the same work or related scope of work?</b>	If so, identify the program, amount of funding received and scope (such as U.S. Marine Highway Program FY 2022, \$2 million, phase 1 of this PIDP project), and status of the NEPA review for the previously funded project.
<b>Has the applicant previously received TIGER, BUILD, RAISE, FASTLANE, INFRA, USMHP, or PIDP funding?</b>	If so, identify the program and year of the prior award (such as "INFRA FY 2023").
<b>PIDP Grant Amount Requested</b>	Enter the total amount of PIDP grant funds requested.
<b>Total Project Cost</b>	Total Project Cost will be equal to the Total Future Eligible Project Cost, including the PIDP grant amount requested. (Only for small projects at small ports can this cost include previously incurred expenses). This number must be the same as the amount entered on line 18g of the SF-424.
<b>Total Federal Funding</b>	Enter the amount of Federal funding from ALL sources that will be used for this project and list each source of Federal funding. This number must be the same as the amount entered on line 18a of the SF-424.
<b>Total Non-Federal Funding</b>	Enter the amount of funds committed to the project from non-Federal sources.
<b>Will the applicant be seeking approval to expend funds prior to grant agreement execution?</b>	Yes or No.
<b>Will RRIF or TIFIA funds be used as part of the project financing?</b>	Indicate whether RRIF or TIFIA funding will be used for the project. If so, indicate the amount of funds that will be used.



<b>Does the applicant use LOGINK or a similar logistics platform provided or sponsored by the People's Republic of China or Chinese state-affiliated entities?</b>	Yes or No. See Section C.4 of this NOFO.
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### 3. PROJECT NARRATIVE

#### a) NARRATIVE SECTION I: PROJECT DESCRIPTION

This section of the Project Narrative should include:

- A detailed statement of work and describe the proposed PIDP project that is to be planned or constructed, focusing on the technical and engineering aspects of the project as well as the current design status of the project;
- A description of the transportation challenges that the project is intended to address and how the project will address those challenges;
- The project's history, including a description of any previously completed components, to place the project into a broader context of other relevant infrastructure investments being pursued by the project sponsor (the applicant should make clear which related investments are outside the scope of the proposed PIDP project);
- A written statement that the eligible applicant has the authority to plan, construct, own, operate, and maintain the grant-funded project;
- If the lead applicant intends to act as a pass-through entity for disbursing funds to a subrecipient (including a private-entity joint applicant, if applicable) who will deliver all or a portion of the project, a description of that intention and the work the subrecipient will carry out should be included in this section and a letter of support from the intended subrecipient (as applicable) should be included as an attachment; and
- If the proposed project includes dredging, the applicant should confirm that the dredging is not for channel improvements or harbor deepening that are part of a Federally maintained navigation channel.
- Additionally, if submitting a joint application, applicants should also:
  - Identify the lead recipient of the award who will be responsible for financial administration of the project; and
  - Include a description of the roles and responsibilities of each applicant.

#### b) NARRATIVE SECTION II: PROJECT LOCATION

This section of the application should describe the project location, provide a map or maps that clearly indicate the project's location in the local area and the State or territory, provide photographs of the project location, and (if available) renderings of the proposed project. The project's connections to existing transportation infrastructure should also be clearly described or illustrated.

This section should also clearly identify whether the project is:

- located in a rural or urban area (as defined in Section B.5.);

- a project at a coastal, Great Lakes, or inland river port (as defined in Section B.5.);
- a small project at a small port (as defined in Section B.5.) seeking funding under 46 U.S.C. 54301(b); and
- located in a HDC (as defined in Section B.5.), including the relevant census tract(s).

The location description should also include demographic information describing any minority, low income, or limited English proficient communities in the vicinity of, and potentially impacted by, the proposed project.

**c) NARRATIVE SECTION III: GRANT FUNDS, SOURCES, AND USE OF FUNDS**

This section should present the budget for the PIDP project (i.e., the project scope that includes PIDP funding and matching funding), including information about the degree of design completion (e.g., 30 percent design) upon which the budget is based. Except for a project seeking funding under 46 U.S.C. 54301(b), the budget should not include any previously incurred expenses that are incurred prior to MARAD's announcement of project selection.

Project budgets should show how different funding sources will share in each activity and present those data in dollars and percentages. The budget should identify other Federal funds, if any, that the applicant is applying for, has been awarded, or intends to use. Funding sources should be grouped into three categories: non-Federal, current FY 2025 PIDP funding request, and other Federal, with specific amounts from each funding source. The budget details should sufficiently demonstrate that the project satisfies the statutory non-Federal cost-sharing requirements described in Section B.3.

At a minimum, the project budget should include:

- Total Project Costs for the FY 2025 PIDP project (see Section B.3. for definition of Total Project Cost);
- FY 2025 PIDP grant funding request;
- Specific source, amount, type (grant, loan, etc.), and match requirements of other Federal funds to be used for eligible project costs;
- Specific sources and amounts of non-Federal funds, if included, to be used for eligible project costs; and
- If the project is located in two or more census tracts or is located only partially within an urbanized area, the budget needs to separate the costs between the various census tracts or areas designated as urban and rural.

In addition to the information enumerated above, this section should provide complete information on how all project funds may be used. For example, if a particular source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant's control over whether it is satisfied. Similarly, if a particular source of funds is available for

expenditure only during a fixed time period, the application should describe that restriction. Complete information about project funds will ensure that MARAD's expectations for award execution align with any funding restrictions unrelated to MARAD, even if an award differs from the applicant's request. If a funding source is uncertain, the applicant should state that it is uncertain and describe the source of the uncertainty.

Applicants are encouraged to include the budget table below, filled out with project details:

	<b>[Component 1]</b>	<b>[Component 2]</b>	<b>Total</b>
PIDP Funds:	[\$XXX]	[\$XXX]	[\$XXX]
Other Federal Funds:	[\$XXX]	[\$XXX]	[\$XXX]
Non-Federal Funds:	[\$XXX]	[\$XXX]	[\$XXX]
<b>Total:</b>	<b>[\$XXX]</b>	<b>[\$XXX]</b>	<b>[\$XXX]</b>

If there is only a single component, remove "Component 2" column. If there are more than 2 components, add columns.

The budget should clearly identify any project expenses anticipated between the time of MARAD's announcement of project selections and obligation that the applicant intends to request approval from MARAD to expend pursuant to 46 U.S.C. 54301(a)(10)(B) to count toward the non-Federal cost share or 2 C.F.R. 200.458 if its application is selected for award.<sup>14</sup> These pre-obligation costs must still comply with all Federal requirements, including NEPA. The discussion should also reference (and summarize) supporting documentation of funding commitments for non-Federal funds to be used for eligible project costs. This supporting documentation must be submitted as an appendix and clearly marked. In preparing this section, applicants should also refer to the "Leveraging Federal Funding" merit criterion.

#### **d) NARRATIVE SECTION IV: MERIT CRITERIA**

This section of the application should demonstrate how the project aligns with the statutory merit criteria described in Section F.1. of this notice. PIDP statutory merit criteria are: Achieving Safety, Efficiency, or Reliability Improvements; Supporting Economic Vitality at the Regional or National Level; Leveraging Federal Funding; and Port Resilience. To assist project evaluators, MARAD encourages applicants to describe the project merit criteria in the order in which they are described in Section F.1, address each criterion separately, identify the elements of the proposed project that align with items listed under each criterion under the merit rating rubric, and support estimated benefit claims with data, details, and/or qualitative descriptions. Insufficient information to assess any criterion will negatively impact the project rating. Guidance describing how MARAD will evaluate projects against the Merit Criteria is listed in Section F of this notice. Applicants should review that section before preparing their application.

#### e) NARRATIVE SECTION V: SELECTION CONSIDERATIONS

This section should address all the applicable selection considerations related to the Departmental priorities identified in Section F.1. below.

#### f) NARRATIVE SECTION VI: PROJECT READINESS

Project readiness describes an applicant's preparedness to move a proposed project forward once it receives a PIDP grant. This portion of the narrative should include a detailed project schedule and information that, when considered with the project budget information, is sufficient for MARAD to evaluate whether the project is reasonably expected to begin the capital or planning project in a timely manner after satisfying applicable administrative requirements, including transportation planning and environmental review requirements, such as those under NEPA, and meet both the preferred obligation and expenditure deadlines. Project readiness consists of two factors: technical capacity and environmental risk. Technical capacity and environmental risk are described in detail in Section F.1.

#### g) NARRATIVE SECTION VII: STATUTORY DETERMINATIONS

To select a project for award, MARAD must determine that the project—as a whole, as well as each independent component of the project—satisfies several statutory requirements enumerated in 46 U.S.C. 54301(a)(6)(A) and restated in the table below. The application must include sufficient information for MARAD to make these determinations for both the project as a whole and for each independent component of the project. Applicants should use this section of the application to summarize how their project and, if present, each independent project component, meets each of the following requirements. Applicants are not required to reproduce the table below in their application but following this format will help evaluators identify the relevant information that supports each project determination. Supporting information provided in appendices may be referenced.

Statutory Determination	Guidance
1. The project improves the safety, efficiency, or reliability of the movement of goods through a port or intermodal connection to the port.	Please summarize how the project will improve the safety, efficiency, or reliability of the movement of goods through a port or intermodal connection to a port. Detail specific elements of the project and their forecasted impact on port performance indicators (such as improvements in vessel dwell times, truck turn times, capacity, throughput, accident reductions, etc.). If the project has multiple independent components, please provide sufficient information to describe the impact of each component on the overall project.

2. The project is cost effective.	<p>Please highlight the results of the BCA, as well as the analyses of independent project components, if applicable.</p> <p>The Department will base its determination on the ratio of project benefits to project costs as assessed according to the Economic Vitality criterion.</p> <p>Note: This determination is not applicable to small projects at small ports or large projects located in noncontiguous States or U.S. territories.</p>
3. The eligible applicant has the authority to carry out the project.	<p>Please provide citations of authority or other supporting documentation necessary to establish an applicant's authority to carry out the project. The citations should be of sufficient detail to demonstrate that the applicant is an eligible applicant and to show how the applicant is related to the work on the property where the grant funds will be spent.</p> <p>Examples of information that could assist with making this determination include: the citation of specific sections or chapters of state or local statutory language that demonstrate relevant authority; the inclusion of a narrative outlining the authority of the eligible entity applying for</p>
	<p>grant funding; information about who owns the property where the improvements will take place or who operates the facilities that will be improved by the project; or a description of the relationship between the applicant and the owner of the property that links the project to the authority to carry out the project (e.g., through a lease agreement).</p>

4. The eligible applicant has sufficient funding available to meet the matching requirements.	Please indicate funding source(s) and amounts that will account for all project costs, broken down by independent project component, if applicable. Demonstrate that the funding is stable, dependable, and dedicated to this specific project by referencing a letter of commitment, a local government resolution, memorandum of understanding, or similar documentation. Include proof that the matching funds will be available and/or committed prior to obligation of funds, regardless of the source of funding.
5. The project will be completed without unreasonable delay.	Please provide expected obligation date <sup>15</sup> and construction start date, referencing project budget and schedule as needed. If the project has multiple independent components, or will be obligated and constructed in multiple phases, please provide sufficient information to show that each component meets this requirement. MARAD will base its determination on the project risk rating assessed as part of the evaluation of the Project Readiness criterion.
6. The project cannot be easily and efficiently completed without Federal funding or financial assistance available to the project sponsor.	Describe the potential negative impacts on the proposed project if the PIDP grant (or other Federal funding) is not awarded. The applicant must address at least one of the following in the narrative, although a well-written narrative will address each of the potential impacts: 1. How would the project scope be affected if PIDP (or other Federal) funds were not received? 2. How would the project schedule be affected if PIDP (or other Federal) funds were not received? 3. How would the project cost be affected if PIDP (or other Federal) funds were not received? Impacts to a portfolio of projects will not satisfy this requirement; please describe only impacts to this project. Re-stating the project's importance for national or

	regional economy, mobility, or safety will not satisfy this requirement.
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## **E. SUBMISSION REQUIREMENTS AND DEADLINE**

### **1. ADDRESS TO REQUEST APPLICATION PACKAGE**

All application materials may be found on [Grants.gov](#) and the [PIDP website](#).

### **2. UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

Each applicant must: (1) be registered in [SAM.Gov](#) before submitting its application; (2) provide a valid unique entity identifier (UEI) in its application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

Please note that the SAM registration process takes several weeks to complete, if not longer. MARAD may not make a FY 2025 PIDP grant award to an applicant until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time MARAD is ready to make a PIDP grant award, MARAD may determine that the applicant is not qualified to receive a PIDP grant award and use that determination as a basis for making a PIDP grant award to another applicant.

### **3. SUBMISSION DATES AND TIMES**

Applications must be submitted to [Grants.gov](#) by 11:59:59 p.m. E.D.T. on April 30, 2025. [Grants.gov](#) attaches a time stamp to each application at the time that submission is complete. Applications with a time stamp after the deadline will not be considered. MARAD does not accept applications via mailed paper, fax machine, email, or other means. Please note that the [Grants.gov](#) registration process usually takes 2-4 weeks to complete.

#### **i. Submission Instructions.**

Each applicant must:

- Create a Grants.gov username and password
- The E-Business Point of Contact (POC) at the applicant's organization must respond to the registration email from Grants.gov and login at Grants.gov to authorize the applicant as the Authorized Organization Representative (AOR). Please note that there can be more than one AOR for an organization Failure to register for SAM or comply with Grants.gov applicant requirements in a timely manner will not be considered for exceptions to the submission requirements and deadline.

#### **ii. Submission Issues**

MARAD is not able to assist with technical issues related to Grants.gov registration or application submission. For information and instructions, please see Grants.gov. If applicants experience difficulties at any point during the registration or application submission process, please call the Customer Service Support Hotline at 1-800-518-4726 or email [support@grants.gov](mailto:support@grants.gov).

### **iii. Consideration of Applications**

Only applicants who comply with all submission deadlines described in this notice and electronically submit valid, on-time applications through Grants.gov will be eligible for evaluation and possible selection for award.

### **iv. Late Applications**

Any applications that Grants.gov time stamps after 11:59:59 PM E.D.T. on the deadline will not be accepted. Applicants are strongly encouraged to make submissions days, if not weeks, in advance of the deadline. Applicants facing technical issues are advised to contact the Grants.gov helpdesk well in advance of the deadline.

## **4. INTERGOVERNMENTAL REVIEW**

This program is not subject to EO 12372, Intergovernmental Review of Federal Programs.

## **5. COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973**

MARAD encourages applicants to submit documents that are compliant with Section 508 of the Rehabilitation Act of 1973 (see [Section 508 guidelines](#)).

### **F. APPLICATION REVIEW INFORMATION**

#### **1. CRITERIA**

##### **Responsiveness Review**

There are several statutory criteria that must be met in order for an application to be eligible for technical review and selection for an award. MARAD reserves the right to perform follow-up inquiries to applicants to resolve questions regarding any of the criteria described below. MARAD will assess these criteria at two stages in the application review process; intake and technical review. The intake review process verifies basic applicant and project eligibility, and the technical review process will assess the remainder of the criteria.

A determination of non-responsiveness related to any of the following factors will be a basis for elimination from further consideration for award of a grant:

- Applicant eligibility (46 U.S.C. 54301(a)(2));
- Project eligibility (46 U.S.C. 54301(a)(3) and (4));
- The project improves the safety, efficiency, or reliability of the movement of goods through a port or intermodal connection to a port (46 U.S.C. 54310(a)(6)(A)(i));
- The project is cost effective (46 U.S.C. 54310(a)(6)(A)(ii));
- The applicant has the authority to carry out the project (46 U.S.C. 54310(a)(6)(A)(iii));
- Sufficiency of funding to meet the matching requirements (46 U.S.C. 54310(a)(6)(A)(iv));
- The project will be completed without unreasonable delay (46 U.S.C. 54310(a)(6)(A)(v)); and



- The project cannot be completed easily and efficiently without Federal funding (46 U.S.C. 54310(a)(6)(A)(vi)).

If any of the factors listed above are in question, MARAD will continue the technical review process until the concern has been resolved. If non-responsiveness is confirmed, the application review will be concluded and the responsiveness issue will be memorialized in the review documentation. If a responsiveness question is successfully resolved, the application will be continue to be considered during the review process described below and in Section F.2 of this notice.

## **Merit Criteria**

MARAD will review merit criteria for all applications. Reviewers will assess a project's alignment with the program's statutory merit criteria: Achieving Safety, Efficiency, or Reliability Improvements; Supporting Economic Vitality; Leveraging Federal Funding; and Port Resilience. For each criterion, reviewers will evaluate whether the benefits of the project are clear, direct, data-driven, and reasonable. Based on that assessment, reviewers will assign a rating for each criterion, as explained in greater detail in criterion-specific sections below. See Section F.2. for more information on the Review and Selection Process.

Planning grant applications will be evaluated against the same merit criteria as capital grants; however, the information does not need to be as driven by data as capital projects, since data is often an outcome of the project to be planned. MARAD will also consider how the plan, once implemented, will ultimately further the merit criteria.

### **(1) Achieving Safety, Efficiency, or Reliability Improvements**

MARAD will evaluate the extent to which the project will improve the safety, efficiency, or reliability of the movement of goods through a port using the rubric below. Applications should detail current safety, efficiency, or reliability issues and describe how specific elements of the project will improve applicable port performance measures (such as reduced vessel dwell times, improved truck turn times, increased capacity or throughput, reduced vehicle crashes, lives saved, reduced workplace injuries, fuel efficiency, energy efficiency, greenhouse gas emissions reductions etc.). If the project has multiple independent components, the applicant should include sufficient information to describe the impact of each component on the overall project.

Using the rubric below, reviewers will assign a rating of “high,” “medium,” “low,” or “non-responsive” for each element (that is, safety, efficiency, and reliability). Projects with higher ratings will be more competitive.

	<b>Non-Responsive</b>	<b>Low</b>	<b>Medium</b>	<b>High</b>
<b>Safety</b>	Application did not address the Safety criterion OR	Application contains safety information that does not	Project has one or more of the following safety benefits, but	Safety is a primary project purpose AND the project has

	project negatively affects safety	satisfactorily address this criterion or relates to safety benefits that are external to the port	safety may not be a primary project purpose or the project's safety benefits do not meet the description of a "High" rating: - Protects workers from safety risks - Incorporates safety improvements that are part of a documented risk reduction plan - Reduces fatalities and/or serious injuries related to port operations	clear, direct, data-driven (for capital projects) and significant benefits that target a documented safety problem by doing one or more of the following: - Incorporates specific safety improvements that a part of a documented risk reduction mitigation strategy and that have port-wide impact - Protects individuals inside the port from safety risks - Reduces fatalities and/or serious injuries related to port operations
<b>Efficiency</b>	Application did not address the Efficiency criterion OR project negatively affects efficiency	Application contains efficiency information that does not satisfactorily address this criterion or relates to efficiency benefits that are external to the port	Project has one or more of the following efficiency benefits even though efficiency may not be a primary project purpose or the project's efficiency benefits do not meet the standard of a "High" rating:	Efficiency is a primary project purpose AND the project has clear, direct, data-driven (for capital projects) efficiency benefits by accomplishing one or more of the following: - Results in a documented increase in cargo throughput by

			<ul style="list-style-type: none"> <li>- Results in an improvement likely to increase cargo throughput</li> <li>- Makes improvements that enhance the speed of cargo operations</li> </ul>	meeting an existing, well-defined need for additional throughput capacity - Generates changes in port operations that increase the types of cargo that can be moved through the port with documentation of likely increases in new cargo volumes
<b>Reliability</b>	Application did not address the Reliability criterion OR project negatively affects reliability	Application contains reliability information that does not satisfactorily address this criterion or relates to reliability improvements that are external to the port	Project has one or more of the following reliability benefits even though reliability may not be a primary purpose or the project's reliability benefits do not meet the standard of a "High" rating: <ul style="list-style-type: none"> <li>- Results in enhancements that are likely to improve the dependability of cargo operations</li> <li>- Remedies infrastructure deficiencies that have an adverse impact on port operations</li> </ul>	Reliability is a primary project purpose AND the project has clear, direct, data-driven (for capital projects) reliability benefits by accomplishing one or more of the following: <ul style="list-style-type: none"> <li>- Results in enhancements that generate well-documented improvements in the dependability of cargo operations</li> <li>- Remedies infrastructure deficiencies that are identified in a capital investment plan and that have a</li> </ul>

				demonstrated impact on cargo operations
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## **(2) Supporting Economic Vitality at the Regional or National Level**

### **(a) Large Projects**

MARAD will consider the net benefits of large projects (as defined in Section B.5.) seeking PIDP funding, except for those projects located in noncontiguous States and U.S. territories. To the extent possible, MARAD will rely on quantitative, data-supported analyses to assess how well a project addresses this criterion, including an assessment of the project's estimated Benefit Cost Ratio (BCR) and net benefits based on the applicant supplied Benefit Cost Analysis (BCA) described below.

For large projects, this criterion measures the benefits generated by the project against the costs of the project. Among otherwise comparable applications, MARAD will prioritize projects that maximize net benefits.

This section describes the recommended approach for the completion and submission of a BCA narrative and calculation file. Applicants should also review DOT's detailed guidance on how to conduct a BCA, which is available on the DOT website at <https://www.transportation.gov/mission/office-secretary/office-policy/transportation-policy/benefit-cost-analysis-guidance>.

In this section, the applicant should summarize the conclusions of the BCA, including estimates of the project's Benefit-Cost Ratio (BCR) and net benefits.

The purpose of the BCA is to enable DOT to evaluate the project's cost-effectiveness by comparing its expected benefits to its expected costs, relative to a no-build scenario. Applicants should provide a BCA narrative description of their analysis as well as the calculation or analysis files used for their BCA (such as unlocked spreadsheet files). The BCA narrative should carefully document the assumptions and methodology used to produce the analysis, including a description of the baseline, the sources of data used to project the outcomes of the project, and the values of key input parameters. The spreadsheets and technical memos should present the calculations in sufficient detail and transparency to allow the analysis to be reproduced by DOT evaluators. Any benefits claimed for the project, both quantified and unquantified, should be clearly tied to the expected outcomes of the project. While benefits should be quantified wherever possible, applicants may also describe other categories of benefits in the application narrative.

To address this criterion in the project narrative, applicants should summarize the conclusions of the BCA, including estimates of the project's BCR and net benefits. In addition to the BCA, the applicant may also wish to describe economic impacts and other data-supported outcomes that may not have been included in the BCA, such as how the project supports American industry and will result in high-quality job creation by supporting good-paying jobs with a free and fair choice to join a union in project construction and in on-going operations and maintenance, and

incorporate strong labor standards, such as through the use of project labor agreements, registered apprenticeship programs, and other joint labor-management training programs.

Based on MARAD's assessment, MARAD will assign an economic analysis rating of high, medium-high, medium, medium-low, or low according to the following table:

<b>Rating</b>	<b>Description</b>
<b>High</b>	The project's benefits will exceed its costs, with a BCR of at least 2.0
<b>Medium-High</b>	The project's benefits will exceed its costs
<b>Medium</b>	The project's benefits are likely to exceed its costs
<b>Medium-Low</b>	The project's costs are likely to exceed its benefits
<b>Low</b>	The project's costs will exceed its benefits

Projects with a higher rating as described above will be more competitive than ones with lower ratings.

### **(b) Small Projects at Small Ports**

Applications for funding for small projects at small ports are not required to include a BCA. Instead, the economic vitality analysis for small projects at small ports will apply to applications seeking funding under 46 U.S.C. 54301(b). Under this criterion, MARAD will evaluate applications for small projects at small ports for how well they address the project's impact on: (1) the economic advantage of the port, (2) the contribution to freight transportation at, around, and through the port, and (3) overcoming the competitive disadvantage of the port.

The economic advantage of a port relates to existing logistical, geographic, transportation, or business advantages at a port that will be enhanced or improved because of the project. It includes factors such as superior logistics, the availability of large spaces or capacity, proximity to railroads and highways, ample truck parking, light traffic congestion, and economic incentives. Information related to a project's impact on economic advantage should include evidence of improvements the project will generate as reflected in commitments, plans, or other documentation. It should also include analysis and documentation related to how the project will enhance the elements of economic advantage, such as by creating economies of scale, overcoming barriers to entry, or creating more efficient physical access for labor, resources, and customers to and around the port. Regarding economies of scale, the applicant should indicate whether the average cost of operation will decrease (or at least remain the same) following the increase in scale. Examples of projects, or project components, in support of an increase in a port's economies of scale include, but are not limited to: land expansion, new or larger warehouses, and longer or wider berths. Barriers to entry consist of economic and geographic barriers, such as an incumbent or adjacent(s) port having an absolute cost advantage due to port location, a large minimum scale of operation, or low switching costs; or the applicant's port having natural constraints to its capacity.

The narrative's discussion of the project's contribution to freight transportation should address how the project will improve the physical process of transporting goods and commodities. It

should also address how the project will reduce or eliminate potential points of failure related to the transportation of goods.

Applicants should also include information that will help reviewers understand the competitive disadvantage of the port and, as appropriate, how the project will improve the port's competitive position. Competitive disadvantage refers to existing market, transportation connectivity, or infrastructure conditions that impede, disrupt, or minimize the relative competitive position of a port in logistics or business and how the proposed project will address those issues. Elements of competitive disadvantage include severe climate, unfavorable port location, technological limitations, or limited operational capability. Applicants should explain how PIDP funding will help reduce, remove, or correct those elements.

Overall, applicants should include data and/or well-reasoned analyses when providing inputs on the economic vitality of a proposed project. Economic vitality supports the development of transportation systems that stimulate, support, and enhance the movement of goods to ensure a prosperous community and economy. When preparing the Project Narrative, applicants should consider that the concept of economic vitality includes recognizing a full range of multimodal and intermodal freight needs, public-private partnerships, sustainability, and institutional linkages within the community.

Reviewers will assign a rating of “high,” “medium,” “low,” or “non-responsive” as described in the rubric below. Projects with higher ratings will be more competitive.

<b>Non-Responsive</b>	<b>Low</b>	<b>Medium</b>	<b>High</b>
Application did not address economic advantage, contribution to freight transportation, or competitive disadvantage OR Reviewers determined that the project will not improve any of the factors	Reviewers determined that the project will address one of the following: improve economic advantage; contribute positively to freight transportation; or improve the competitive advantage of the port	Reviewers determined that the project will address two of the following factors: improve economic advantage; contribute positively to freight transportation; or improve the competitive advantage of the port	Reviewers determined that the project will address all of the following factors: improve economic advantage; contribute positively to freight transportation; and improve the competitive advantage of the port

### **(3) Leveraging Federal Funding to Attract Non-Federal Sources of Infrastructure Investment**

To maximize the impact of PIDP awards, MARAD seeks to leverage PIDP funding with non-Federal contributions. To evaluate this criterion, MARAD will assign a leverage rating to each project. See Section D.3.c. The rating will be based on the calculated non-Federal share of the project's future eligible project costs. Refer to Section B.3 of this notice for how MARAD will make this calculation. MARAD will sort project applications based on their calculated non-

Federal leverage percentage into one of five groups or quintiles. A project in a higher quintile will be more competitive than a comparable project in a lower quintile.

#### (4) Port Resilience

As provided in 46 U.S.C. 54301(a)(6)(B)(iii), the Secretary shall give substantial weight to changes to a port's resilience as a result of the project. Therefore, MARAD will assess whether (and how well) a project improves a port's resilience, including its role in a vibrant local, regional, or national supply chain system.

In considering a project's role in improving a port's resilience to natural or climate-related hazards, reviewers will consider how well the project incorporates evidence-based climate resilience and adaptation measures or features. Projects will score more highly on this element of the criterion if the narrative demonstrates that the project: uses best-available climate data sets, information resources, and decision-support tools (including DOT and other federal resources<sup>5</sup>) to assess the climate-related vulnerability and risk of the project; develops and deploys solutions that reduce climate change risks; is included in a Resilience Improvement Plan or similar plan; incorporates nature-based solutions/natural infrastructure; advances objectives in the National Climate Resilience Framework;<sup>6</sup> follows the Federal Flood Risk Management Standard, consistent with current law; and includes plans to monitor performance of climate resilience and adaptation measures.

Reviewers will assign a rating of "high," "medium," "low," or "non-responsive" as described in the rubric below. Projects with higher ratings will be more competitive.

Non-responsive	Low	Medium	High
Application did not address how the project will advance the port's ability to withstand natural and climate-related hazards and human-caused emergencies OR Reviewers determined that the project will not	Reviewers determined that the project will advance either the port's ability to withstand natural and climate-related hazards or human-caused emergencies.	Reviewers determined that the project will advance either the port's ability to withstand natural and climate-related hazards or human-caused emergencies; and, the project incorporates evidence-based climate resilience and	Reviewers determined that the project will advance both the port's ability to withstand natural and climate-related hazards and human-caused emergencies and that the project results in positive, quantifiable impacts

<sup>5</sup> The Department has developed a Climate Action Plan, available at <https://www.transportation.gov/sustainability/climate/dot-climate-action-plan-resilience>, that describes efforts to be taken by DOT to bolster adaptation and increase resilience. The DOT Climate Action Plan may serve as a useful resource for applicants in developing the port resilience section of the application, but the preference is for applicants to utilize State, local, or regional resilience assessment and mitigation resources where possible and describe any alignment with the DOT Climate Action Plan.

<sup>6</sup> The National Climate Resilience Framework is available at: <https://www.whitehouse.gov/wp-content/uploads/2023/09/National-Climate-Resilience-Framework-FINAL.pdf>

improve either of those factors.		adaptation features or includes a plan to monitor performance of climate resilience and adaptation measures.	on the supply chain; and, the project incorporates evidence-based climate resilience and adaptation features and includes a plan to monitor performance of climate resilience and adaptation measures.
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### Selection Considerations

After completing the merit review, among projects of similar merit, MARAD may prioritize projects that align well with the following Departmental priorities. Applicants may refer to the DOT Strategic Plan<sup>7</sup> and the DOT Navigator<sup>8</sup> for additional information and guidance relating to Selection Considerations. The DOT Navigator is a tool to assist applicants in applying for DOT funding and includes checklists for Climate Change and Workforce priorities to assist applicants in responding to those criteria.

#### (1) Climate Change and Sustainability

Reviewers will assign a rating of “high,” “medium,” “low,” or “non-responsive” based on their assessment of how well the PIDP application incorporates climate change and sustainability factors in both planning activities and project elements. Applications that are highly rated on this criterion will be those that use data-driven and evidence-based methods to demonstrate that the project will significantly reduce GHG emissions in the transportation sector.

A project aligns well with the project planning element of this criterion if: the narrative describes what specific climate change activities have been completed for the project; the project is part of a State Carbon Reduction Strategy, State Electric Vehicle Infrastructure Deployment Plan, or other State, Local, or Tribal GHG reduction plan; the narrative demonstrates how the project aligns with the U.S. National Blueprint for Transportation Decarbonization;<sup>9</sup> the project will strengthen domestic supply chains for clean energy industries such as offshore wind;<sup>10</sup> or, if it includes a plan to monitor the impact of the project on GHG emissions.

<sup>7</sup> The DOT Strategic Plan is available at: [https://www.transportation.gov/sites/dot.gov/files/2022-04/US\\_DOT\\_FY2022-26\\_Strategic\\_Plan.pdf](https://www.transportation.gov/sites/dot.gov/files/2022-04/US_DOT_FY2022-26_Strategic_Plan.pdf)

<sup>8</sup> The DOT Navigator is available at: <https://www.transportation.gov/dot-navigator>.

<sup>9</sup> <https://www.transportation.gov/priorities/climate-and-sustainability/us-national-blueprint-transportation-decarbonization>

<sup>10</sup> USDOT is a member of the Federal-State Offshore Wind Implementation Partnership (described at <https://www.whitehouse.gov/briefing-room/statements-releases/2022/06/23/fact-sheet-biden-administration-launches-new-federal-state-offshore-wind-partnership-to-grow-american-made-clean-energy/>, at <https://www.whitehouse.gov/briefing-room/statements-releases/2023/02/22/fact-sheet-biden-harris-administration-announces-actions-to-expand-offshore-wind-nationally-and-harness-more-reliable-affordable-clean-energy/>, and at [108](https://www.whitehouse.gov/briefing-room/statements-releases/2023/09/21/fact-sheet-biden-harris-administration-</a></p>
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Projects that typically reduce GHG emissions in the transportation sector include elements that: increase the use of energy efficient modes of transportation like rail or maritime; support transitioning to clean vehicles, cargo handling equipment, harbor craft, and fuels, including electrification, charging infrastructure, and grid upgrades; use project materials and construction methods that have lower embodied GHG emissions; or incorporate carbon-reducing uses of unused areas of a port such as by installing solar arrays or facilitating transmission of electricity from renewables. Projects that also incorporate climate change and sustainability could include elements that advance worker training to support electrification technology and/or support port electrification master planning, as well as elements that support GHG emission reductions beyond the transportation sector, such as providing supportive infrastructure for clean energy industries. Projects that typically increase GHG emissions, such as roadway expansions or increases in hardscape infrastructure, will not score highly on this criterion. A project will rate more highly on this criterion if an applicant demonstrates that the project: would significantly reduce transportation GHG emissions, as shown through analysis with DOT tools<sup>11</sup> or similar resources; is part of a State Carbon Reduction Strategy, State Electric Vehicle Infrastructure Deployment Plan, or other State, local, or Tribal GHG reduction plan; aligns with the U.S. National Blueprint for Transportation Decarbonization;<sup>12</sup> strengthens domestic supply chains for clean energy industries such as offshore wind; or includes a plan to monitor the impact of the project on GHG emissions. The applicant should indicate if it maintains a publicly available emissions inventory of greenhouse gases and/or other air pollutants completed after 2019, or, whether it intends to develop one.

To receive a high rating, a project must demonstrate how, in both planning activities and project elements, the project furthers the administration goals of climate change and sustainability. In addition, a project benefit must be the reduction of GHG emissions and particulates in the transportation sector. Applications that demonstrate how the project furthers the administration goals of climate change and sustainability in both planning activities and project elements, but doesn't necessarily result in GHG emissions reductions, will receive a medium rating. Applications that incorporate climate change or sustainability in only planning activities or only project elements will receive a low rating. Applications that fail to substantively address this criterion in either planning activities or project elements will receive a non-responsive rating. In addition, projects that will have a negative effect on climate change or sustainability will receive a non-responsive rating.

## **(2) Equity and Justice<sup>40</sup>**

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[advances-offshore-wind-transmission-strengthens-regional-supply-chain-buildout-and-drives-innovation/](#)) as well as the Floating Offshore Wind Shot (described at <https://www.energy.gov/eere/wind/floating-offshore-wind-shot>). These initiatives may serve as useful references for applicants in identifying any areas of application alignment with federal and state efforts to advance offshore wind – one example of a clean energy industry with port infrastructure needs. USDOT will coordinate with agencies involved in these initiatives to ensure alignment with federal and state offshore wind efforts.

<sup>11</sup> <https://www.transportation.gov/priorities/climate-and-sustainability/greenhouse-gas-analysis-resources-and-tools>

<sup>12</sup> <https://www.transportation.gov/priorities/climate-and-sustainability/us-national-blueprint-transportation-decarbonization>

MARAD reviewers will assess how an applicant's planning activities and project components support advancements in equity and Justice40 considerations. In evaluating whether a project advances the equity policy priority, reviewers will consider how it: addresses disproportional impacts on underserved communities; addresses the unique challenges rural and Tribal communities face related to economic development; and incorporates and supports integrated land use, economic development, and transportation infrastructure to improve the movement of goods.

**Equity considerations.** Projects will be rated higher on this criterion if the application narrative clearly demonstrates that: (1) the project will create positive outcomes that will reduce, mitigate, or reverse how communities adjacent to the port are experiencing disadvantage (such as by reducing pollution, connecting Americans to good-paying jobs, and/or improving quality of life). Applicants are strongly encouraged to use the USDOT Equitable Transportation Community (ETC) Explorer<sup>13</sup> to understand how their project area is experiencing disadvantage; (2) the applicant implements programs and policies that ensure the benefits of project investments for, while mitigating the economic displacement of, economically-susceptible residents and businesses; and (3) the applicant has implemented a plan to engage the public, including disadvantaged communities during all phases of the project, including planning, design, construction, and implementation.

**Justice40 considerations.** Priority consideration will be given to projects that support the goals of the Justice40 initiative.<sup>14</sup> In support of Executive Order 14008, applicants are encouraged to use the White House definition of Historically Disadvantaged Communities as part of USDOT's implementation of the Justice40 Initiative. Consistent with the Interim Implementation Guidance and its Addendum for the Justice40 Initiative, Historically Disadvantaged Communities include (a) certain qualifying census tracts identified as disadvantaged by the Climate and Economic Justice Screening Tool (CEJST)<sup>15</sup> due to categories of environmental, climate, and socioeconomic burdens, and (b) any Federally Recognized Tribes or Tribal entities, whether or not they have land. CEJST is a tool created by the White House Council on Environmental Quality (CEQ) that aims to help Federal agencies identify disadvantaged communities as part of the Justice40 Initiative to accomplish the goal that 40% of overall benefits from certain federal investments reach disadvantaged communities. Applicants should use the CEJST as the primary tool to identify disadvantaged communities (also referred to as Justice40 communities).

Applicants are strongly encouraged to also use the USDOT Equitable Transportation Community (ETC) Explorer<sup>16</sup> to understand how their community or project area is experiencing disadvantage related to lack of transportation investments or opportunities and are encouraged to use this information in their application to demonstrate how their project will reduce, reverse, or mitigate the burdens of disadvantage.<sup>17</sup>

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<sup>13</sup> <https://www.transportation.gov/priorities/equity/justice40/etc-explorer>

<sup>14</sup> <https://www.transportation.gov/equity-Justice40>

<sup>15</sup> <https://screeningtool.geoplatform.gov/>

<sup>16</sup> <https://experience.arcgis.com/experience/0920984aa80a4362b8778d779b090723/page/Homepage/>

<sup>17</sup> See also <https://www.transportation.gov/priorities/equity/justice40/etc-explorer>

In evaluating whether a project advances the Justice40 priority, reviewers will consider how the project: considers the benefits and potential burdens a project may create; who would experience the benefits and potential burdens and how both will be measured over time (with a specific focus on how the benefits and potential burdens will impact underserved or disadvantaged communities). For example, the narrative might indicate how the project: reduces exposure to hazardous materials and waste, harmful emissions, and noise impacts on disadvantaged and overburdened communities; increases the availability of, and access to, clean transportation options, including EVs and charging stations; integrates climate justice into project-related environmental review processes; or supports innovative programs, policies, and projects to reduce the environmental impacts associated with freight movements.

A project will receive a “high” rating if the narrative uses data to demonstrate that the project will advance both equity and Justice40 considerations. To receive a “medium” rating, an application must use data to demonstrate that the project advances either equity or Justice40. If the narrative demonstrates qualitatively that the project will advance both equity and Justice40, the project will receive a “medium” rating. A project will achieve a “low” rating if the narrative demonstrates qualitatively that only one of the two considerations is addressed. A project would receive a “non-responsive” rating if none of the considerations are addressed or if reviewers conclude that the project would have a negative impact on equity and Justice40.

### **(3) Workforce Development, Job Quality, and Wealth Creation**

MARAD will consider the extent to which projects support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and training and placement programs, especially registered apprenticeships. Projects will rate more highly on this criterion if the application narrative demonstrates that the project will: (1) create good-paying, safe jobs with the free and fair choice to join a union, including through the use of project labor agreements;<sup>18</sup> (2) promotes investments in high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships. These programs should have a focus on women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); (3) adopts local and economic hiring preferences for the project workforce or includes other changes to hiring policies and workplace cultures to promote the entry and retention of underrepresented populations; or (4) promotes local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.

Reviewers will assign applications a “high,” “medium,” “low,” or “non-responsive” rating based on how well the project addresses this topic. An application that demonstrates that a project includes a strong commitment to advancing workforce development, job quality, and inclusive economic development and entrepreneurship will receive a high rating. A medium rating will be assigned to a project if the application demonstrates that it will advance at least two of those considerations. Applications that advance only one of those considerations will be assigned a low

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<sup>18</sup> These agreements may include pre-hire collective bargaining agreements between unions and contractors that govern terms and conditions of employment for all workers on a construction project.

rating. Applications that do not address this criterion or that reviewers determine will negatively impact this criterion will be assigned a non-responsive rating.

#### **(4) Project Readiness**

Each application will receive a Project Readiness rating based on the ratings it receives for Technical Capacity and Environmental Risk. The Project Readiness rating will be based on the poorest risk rating earned in either Technical Capacity or Environmental Risk. For example, if an application is evaluated as high risk for Technical Capacity and medium risk for Environmental Risk, its Project Readiness rating will be high risk since a rating of high risk is less desirable than a rating of medium risk. The following paragraphs describe how MARAD will evaluate Technical Capacity and Environmental Risk.

##### **(1) Technical Capacity**

The applicant should provide information demonstrating its technical capacity to implement the project based on experience and understanding of Federal requirements. The application may include a description of the applicant's history of delivering similar projects. The application should also demonstrate a project's feasibility or constructability and schedule, and how the project will comply with applicable Federal requirements. The narrative should also include information about how and when cost data in the budget was compiled, including information on how it was sourced (such as a cost database, market survey, or fixed-price bid). The discussion should also include information about the recency and degree of design completion used to compile the cost information. An applicant's failure to include this information could adversely affect its technical capacity rating.

The applicant should indicate whether the project is part of an ongoing planning effort, such as at the local, regional, or State level. Information on whether the project is included in a local or State freight plan, part of a facility or organization strategic plan, or included in other planning efforts should be included. Applicants should provide links or other documentation supporting the project's inclusion in these planning efforts.

**Project Schedule.** The applicant should include a detailed project schedule that identifies all major project milestones. For capital project applications, examples of such milestones include State and local planning approvals; start and completion of NEPA, and other Federal environmental reviews and approvals including permitting; design completion; real property and right of way acquisition; approval of plans, specifications, and estimates; procurement; project partnership and implementation agreements, including agreements with non-governmental entities involved in or impacted by the project; and construction. For planning projects, examples of milestones may include start dates, schedule for public engagement, and completion dates. The project schedule should be sufficiently detailed to demonstrate that:

- all necessary pre-award activities will be complete at least six months in advance of the obligation deadline to allow sufficient time for unexpected delays and to meet the expected obligation deadline;
- the capital project can begin construction upon obligation of grant funds and that those funds will be spent expeditiously once construction starts, in order for MARAD to make the determination described in Section D.3.g., with all funds expended five years after obligation;

- all real property and right-of-way acquisition will be completed in a timely manner in accordance with 49 C.F.R. part 24 and other applicable legal requirements, even if acquired outside the scope of the PIDP project, or a statement that no right-of-way acquisition is necessary; and
- the applicant will or has meaningfully sought community input through public involvement, particularly disadvantaged communities or other communities with environmental justice concerns that may be affected by the project where applicable.

**Risk Mitigation.** Applicants should include a discussion of project risks and related mitigation strategies. The discussion should focus on, but need not be exclusively related to, risks related to project readiness. For example, the applicant should identify project risks, such as approval or permit delays, procurement delays, technical challenges in design or construction, environmental uncertainties, potential increases in project costs, or lack of required approvals that affect the likelihood of successful project start and completion. The narrative should include a discussion that identifies how the project parties will mitigate or otherwise be able to handle the identified risks. For example, if an applicant anticipates pursuing a waiver of relevant domestic preference laws, the applicant should describe steps that have been or will be taken to maximize the use of domestic goods, products, and materials in constructing its project.

The Technical Capacity Assessment will evaluate the applicant's capacity to successfully deliver the project in compliance with applicable Federal requirements. MARAD will consider significant risks to successful completion of a project, including risks associated with the complexity of the project, the proposed project schedule, and the applicant's overall capacity to manage project delivery. If applicable, reviewers will also consider the applicant's previous experience working with Federal agencies on grant-funded projects. Risks do not disqualify projects from award, but competitive applications clearly and directly describe achievable risk mitigation strategies. A project with mitigated risks is more competitive than a comparable project with unaddressed risks.

Technical Capacity ratings will be one of the following: "low risk," "moderate risk," or "high risk." An applicant's lack of previous experience with Federally funded grants will not disqualify a project from consideration.

## **(2) Environmental Risk**

The application should include sufficient information for MARAD to evaluate whether a project is reasonably expected to begin construction in a timely manner, consistent with all applicable local, State, and Federal requirements. To assist MARAD's project environmental risk review, the applicant should provide the information requested on the anticipated NEPA class of action and status, required approvals and permits, public involvement, and right-of-way acquisition plans (if applicable), each of which is described in greater detail in the following sections. To minimize redundant information in the application, MARAD encourages applicants to cross-reference from the Project Readiness section of the narrative to relevant information in other sections of the application.

**Information about the NEPA status of the project.** The applicant should indicate the anticipated NEPA level of review for the project and describe any environmental analysis in progress or completed. This includes Categorical Exclusion, Environmental Assessment/Finding

of No Significant Impact, or Environmental Impact Statement/Record of Decision. The applicant should review the Maritime Administration Manual of Orders (MAO) 600-1 (available at <https://www.maritime.dot.gov/sites/marad.dot.gov/files/docs/environment-security-safety/office-environment/596/mao600-001-0.pdf>) prior to submission.

The applicant should be aware that any project that includes in-water work, extensive ground disturbance, and/or potential significant impacts to environmental resources will not be eligible for a Categorical Exclusion and the applicant should endeavor to include the appropriate class of action for the project.

The applicant should provide a discussion of any environmental reviews that have been initiated or previously completed, where the project is in that process, and indicate the anticipated date NEPA would be initiated and an anticipated completion date. If the last agency action with respect to NEPA documents occurred more than three years before the application date, the applicant should describe why the project has been delayed and include a proposed approach for verifying and, if necessary, updating this material in accordance with applicable NEPA requirements.

The applicant should be aware that the final determination of NEPA class of action will be made by MARAD after announcement of project selections. The successful applicant will be responsible for the completion of MARAD's NEPA documentation, in collaboration with MARAD's NEPA Coordinator in the Office of Environmental Compliance, prior to execution of the grant agreement.

The applicant should reflect the most conservative NEPA class of action in both the schedule and budget of the application. If applicable, applicants should include a description of any pre-submittal discussions with the appropriate MARAD NEPA Coordinator regarding the project's compliance with NEPA and other applicable Federal environmental reviews and approvals. Applicants are encouraged to engage with MARAD's Office of Environmental Compliance as part of the application development process to ensure they fully understand MARAD's NEPA process.

**Information about the National Historic Preservation Act (NHPA) status of the project.**

The applicant should indicate any previously completed or ongoing consultations involving the project and any adjacent areas under Section 106 of the NHPA, 54 U.S.C. 306108. This includes any communication with State Historic Preservation Offices (SHPOs), Tribal Historic Preservation Offices (THPOs), and other interested parties. If applicable, the applicant should discuss the status of consultations and the anticipated date of completion. Successful applicants will be responsible for completion of MARAD's Section 106 documentation prior to NEPA completion and execution of the grant agreement.

**Environmental Permits and Reviews.** The application should demonstrate an awareness of all environmental permits and approvals that will be required for the project to proceed to construction consistent with the timeline specified in the project schedule and necessary to meet the obligation deadline, and a schedule showing receipt or the anticipated receipt of these anticipated approvals. Examples include but are not limited to: U.S. Army Corps of Engineers

permits, consultations under Section 7 of the Endangered Species Act, 16 U.S.C. 1531, and other Federal, State, and local requirements. The successful applicant, in collaboration with MARAD, will be responsible for the completion of consultations under Section 7 of the Endangered Species Act prior to completing NEPA.

Additionally, the application should reference environmental studies or other documents, preferably through a website link, that describe in detail known project impacts and possible mitigation for those impacts, and, if applicable, right-of-way acquisition plans, with detailed schedule and compensation plan. The application should also include a description of public engagement about the project that has occurred or is anticipated to be conducted as part of the project and/or NEPA process, proactively inclusive of Historically Disadvantaged Communities, including details on compliance with environmental justice requirements and the degree to which public comments and commitments have been integrated into project development and design. The application should also include any known or anticipated stakeholder or general public contentious issues related to the project.

**Information on environmental reviews, approvals, and permits by other agencies.** An application should indicate whether the proposed project requires reviews or approval actions by other agencies, provide detailed information about the status of those reviews or approvals, and should demonstrate compliance with any other applicable Federal, State, or local requirements, and when such approvals are expected. Applicants should provide a website link or other reference to copies of any reviews, approvals, and permits prepared.

A description of whether the project is dependent on, or affected by, U.S. Army Corps of Engineers investment and the U.S. Army Corps of Engineers planned activities as it relates to the project, if applicable, should be included.

Reviewers will independently assess the level of review of the project required by NEPA and evaluate whether the applicant has demonstrated receipt (or reasonably anticipated receipt) of other necessary environmental permits. Reviewers will also assess the applicant's understanding of the required environmental obligations and scope, as well as the applicant's ability to comply with other environmental reviews, consultations, and approvals (such as the Endangered Species Act and the NHPA). As with risks related to technical capacity, environmental risks do not disqualify projects from award, but competitive applications include achievable risk mitigation strategies.

Environmental Risk ratings will be one of the following: "low risk," "moderate risk," or "high risk."

## 2. REVIEW AND SELECTION PROCESS

### a. Review Process

The FY 2025 PIDP grant application evaluation process consists of an Intake Review Phase, a Technical Review Phase, and a Senior Review Phase.

During the Intake Review Phase, the Intake Team will sort applications into groupings for assignment to evaluators and conduct a threshold eligibility screening based on criteria outlined in this NOFO.

During the Technical Review Phase, MARAD staff will analyze applications and provide ratings, consistent with the descriptions in this notice. Initially, all applications will be reviewed for their alignment with the following merit criteria: Achieving Safety, Efficiency, or Reliability Improvements; Port Resilience; and Leveraging Federal Funding. The applications will also be reviewed for their alignment with the additional selection considerations of Climate Change and Sustainability; Equity and Justice<sup>40</sup>; and Workforce Development, Job Quality, and Wealth Creation.

Projects that receive a “High” rating in Safety, Efficiency, or Reliability Improvements, no less than a “Medium” rating in Port Resilience, and whose calculated non-Federal share of the project’s future eligible costs exceeds 20 percent will be designated “Highly Recommended” and automatically advance for second-tier analysis.

After that initial review, projects that did not receive a “Highly Recommended” designation will be presented to the SRT. The SRT will decide which of the projects not designated as “Highly Recommended” will move forward for second-tier analysis. The SRT will primarily base its decision on how well a project meets the statutory merit criteria of Achieving Safety, Efficiency, or Reliability Improvements; Port Resilience; and Leverage. The SRT may also consider a project’s rating on: Climate Change and Sustainability; Equity and Justice<sup>40</sup>; and Workforce Development, Job Quality, and Wealth Creation. A project that aligns poorly with the selection considerations of Climate Change, Equity, or Workforce Development may nevertheless be advanced for additional review.

During the second-tier analysis, projects will be reviewed for their alignment with the following criteria: Supporting Economic Vitality; Project Readiness; and Statutory Determinations.

Based on the results of the second-tier review, the SRT will assemble a List of Projects for Consideration for selection by the Under Secretary of Transportation for Policy. A project will be advanced to the List of Projects for Consideration based on its alignment with the statutory merit criteria. In addition, a project must meet all applicable determinations to be advanced on the List of Projects for Consideration. Only those projects that meet all applicable determinations will be advanced to the Under Secretary of Transportation for Policy for consideration.

Using the discretionary authority provided in statute, the Under Secretary of Transportation for Policy selects projects from the List of Projects for Consideration for award consistent with the merit criteria and selection considerations described in Section F.1. In making PIDP grants, the Under Secretary of Transportation for Policy may give priority to providing funding to strategic seaports in support of national security requirements pursuant to 46 U.S.C. 54301(a)(6)(C).

#### **b. Follow-up with Applicants**

MARAD may ask any applicant to supplement data in its application but is not required to do so. Lack of supporting information provided with the application negatively affects competitiveness of the application. Throughout the review and selection process, MARAD may seek additional information from an applicant related to project eligibility, whether the project can be completed with a reduced award, or other information needed to complete project analysis. MARAD will



use email when seeking additional information from an applicant. MARAD will send the email to the point(s) of contact listed by the applicant on the SF-424.

### **3. Risk Review**

Prior to obligation of funds, each selected applicant will be subject to a risk assessment as required by 2 C.F.R. 200.206. Before making a Federal award with a total amount of Federal share greater than the simplified acquisition threshold, MARAD must review and consider any information about the applicant that is in the responsibility/qualification records available in SAM.gov (see 41 U.S.C. 2313). An applicant may review information in SAM.gov and comment on any information about itself. MARAD will consider comments by the applicant, in addition to the other information in SAM.gov, when completing the review of risk posed by applicants.

## **G. AWARD NOTICES**

### **1. HOW PROJECT SELECTIONS ARE ANNOUNCED**

MARAD will publicly announce selections and notify each successful applicant by email. MARAD will also post all selections in an excel file on the [PIDP website](#). Notice of selection is not authorization to begin work or to incur costs for the proposed project. Following the announcement of selections, PIDP Program Office staff will contact the point of contact listed on each successful applicant's SF-424 to initiate the process of developing a grant agreement, which is the official document that obligates PIDP funds.

### **2. ANNOUNCEMENT DATES**

MARAD anticipates that selections will be announced no later than November 14, 2025.

### **3. PRE-AWARD COSTS**

Unless “pre-award costs” are authorized by MARAD in writing after MARAD’s announcement of FY 2025 PIDP award selections pursuant to 46 U.S.C. 54301(a)(10)(B) or 2 C.F.R. 200.458 or a Small Project at a Small Port applicant has included pre-award costs in the application budget, consistent with Section B.3, any costs incurred prior to MARAD’s obligation of funds for a project are ineligible for reimbursement and are ineligible to count as match for cost share requirements.<sup>19</sup>

- Project costs incurred before project selections are announced cannot be paid for with funds from this competition.
- Funds must be used only for the specific purposes as outlined in the award letter and/or authorized by MARAD.

### **4. REIMBURSABLE PROGRAM**

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<sup>19</sup> Pre-award costs are only costs incurred directly pursuant to the negotiation and anticipation of the PIDP award where such costs are necessary for efficient and timely performance of the scope of work, as determined by MARAD.

Recipients of a PIDP award will not receive a lump-sum cash disbursement at the time of announcement of project selection or obligation of funds. Instead, PIDP grant funds will reimburse recipients only after a grant agreement has been executed, allowable expenses have been incurred, and a valid request for reimbursement has been submitted and approved by MARAD.

## **H. POST-AWARD REQUIREMENTS AND ADMINISTRATION**

### **1. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS**

#### **i. Administrative Requirements**

Amounts awarded as a grant under this notice from BIL funding that are not expended by the grant recipient shall remain available to MARAD until September 30, 2035, for use for grants under this program.

MARAD will determine the period of performance for each award based on the specific project that was evaluated and selected. MARAD will administer each PIDP grant pursuant to a grant agreement with the grant recipient. The grant agreement includes two attachments: one labelled “Exhibits” and one labelled “General Terms and Conditions.” These attachments include most of the administrative and national policy requirements applicable to PIDP grant awards. Please visit <https://www.maritime.dot.gov/grants/federal-grant-assistance/federal-grant-assistance> for the Exhibits and General Terms and Conditions for prior PIDP awards. The FY 2025 PIDP Exhibits and General Terms and Conditions will be similar to the FY 2024 PIDP documents but will include relevant updates consistent with this notice.

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 C.F.R. part 200, as adopted by DOT at 2 C.F.R. part 1201. Federal prevailing wage rate requirements included in subchapter IV of chapter 31 of title 40, U.S.C., apply to all projects receiving funds under this program, and apply to all parts of the project, whether funded with PIDP grant funds, other Federal funds, or non-Federal funds.

As expressed in Executive Order 14005, [Ensuring the Future Is Made in All of America by All of America’s Workers](#) (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this notice are subject to the domestic preference requirements of the Build America, Buy America Act, Pub.L.No.117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1298 (2021). MARAD expects all applicants to comply with those requirements without needing a project-specific waiver, and no amounts made available through this NOFO may be obligated for a project unless all iron, steel, manufactured products, and construction materials used in the project are produced in the United States. Refer to term B.5 of the Exhibits to FY 2024 PIDP grant agreements<sup>20</sup> to see how MARAD intends to implement the Build America, Buy America Act for FY 2025 PIDP infrastructure projects. If selected for an award, grant recipients will be

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<sup>20</sup> FY 2023 PIDP Exhibits available here: <https://www.maritime.dot.gov/grants-finances/federal-grant-assistance/marad-fy-2023-pidp-exhibits-january-2-2024>.

required to obtain approval from DOT to waive any of these requirements. To obtain that approval, grant recipients must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, nondiscrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of DOT; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied, or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If MARAD determines that a recipient has failed to comply with applicable Federal requirements, MARAD may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

## **ii. Program Requirements**

### **Civil Rights and Title VI**

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 C.F.R. part 21), the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act, and all other civil rights requirements and accompanying regulations. This should include a current Title VI program plan, a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards, and a completed Community Participation Plan (alternatively called a Public Participation Plan). MARAD's Office of Civil Rights is available to work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

### **Critical Infrastructure Security, Cybersecurity, and Resilience**

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including physical and cyber risks, consistent with the National Security Memorandum on Critical Infrastructure Security and Resilience (NSM-22), and the National Security Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Each applicant selected for Federal funding must demonstrate, prior to the signing of the grant agreement, efforts to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving funds.

### **Federal Contract Compliance**

As a condition of grant award all Federally assisted contractors are required to make good faith efforts to meet the goals of EO 11246, Equal Employment Opportunity (30 FR 12319, and as amended). Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The [U.S. Department of Labor’s Office of Federal Contract Compliance Programs](#) (OFCCP) is charged with enforcing Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP’s Mega Construction Project Program from a wide range of Federally assisted projects over which OFCCP has jurisdiction and that have a project cost above \$35 million. DOT will require project sponsors with costs above \$35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award.

### **Project Signage and Public Acknowledgements.**

Recipients are encouraged for construction and non-construction projects to post project signage and to include public acknowledgments in published and other collateral materials (e.g., press releases, marketing materials, website, etc.) satisfactory in form and substance to DOT, that identifies the nature of the project and indicates that “the project is funded by the Bipartisan Infrastructure Law”, as applicable. In addition, recipients employing project signage are required to use the official Investing in America emblem in accordance with the [Official Investing in America Emblem Style Guide](#).<sup>21</sup> Costs associated with signage and public acknowledgments must be reasonable and limited. Signs or public acknowledgments should not be produced, displayed, or published if doing so results in unreasonable cost, expense, or recipient burden. The recipient is encouraged to use recycled or recovered materials when procuring signs.

## **2. REPORTING**

### **i. Progress Reporting on Grant Activities**

Each applicant selected for PIDP grant funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in the PIDP.

### **ii. Performance Reporting**

Each applicant selected for PIDP grant funding must collect and report to MARAD information on the project’s observed performance with respect to the relevant long-term outcomes that are expected to be achieved through construction of the project. Performance indicators will include measurable goals or targets for a period determined by MARAD. They will be used to evaluate

<sup>21</sup> <https://www.whitehouse.gov/wp-content/uploads/2023/02/Investing-in-America-Brand-Guide.pdf>

and compare projects and monitor the results that grant funds achieve to the intended long-term outcomes of the PIDP. To the extent possible, performance indicators used in the reporting will relate to at least one of the merit criteria defined in Section F and to a benefit estimated in the BCA, as applicable. MARAD expects that the level of performance will be consistent with estimates used in the applicant's BCA. Performance reporting continues for three years after project construction is completed, and MARAD does not provide PIDP grant funding specifically for performance reporting. For each project selected for award, MARAD, with input from the grant recipients, will identify the measures to be collected. Those measures and the reporting requirements will be formalized in the agreement obligating award funds for the project.

### **iii. Program Evaluation**

As a condition of grant award, PIDP grant recipients may be required to participate in an evaluation undertaken by DOT or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. DOT may require applicants to collect data elements to aid the evaluation and/or use information available through other reporting. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor or DOT staff; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and subrecipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency's priority goals. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges Federal awarding agencies and Federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency" (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR part 200). Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics. (OMB Circular A-11, Part 6 Section 290).

### **iv. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made

available in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII of 2 C.F.R. part 200. This is a statutory requirement under Section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by Section 3010 of Public Law 111–212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

## **I. FEDERAL AWARD AGENCY CONTACT(S)**

For further information concerning this notice please contact the PIDP staff via email at: [PIDPgrants@dot.gov](mailto:PIDPgrants@dot.gov), or call Aubrey Parsons at 202–366–8047. A TDD is available for individuals who are deaf or hard of hearing at 202–366–3993. In addition, DOT will post answers to questions and requests for clarifications at <https://www.maritime.dot.gov/PIDPgrants>. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact MARAD with questions directly, rather than through intermediaries or third parties. MARAD may also conduct debriefs on the PIDP grants selection and award process upon request by unsuccessful applicants.

## **J. OTHER INFORMATION**

### **1. PROTECTION OF CONFIDENTIAL BUSINESS INFORMATION**

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) state on the cover of that document that it “Contains Confidential Business Information (CBI)”; (2) mark each page that contains confidential information with “CBI”; (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain why the information you are submitting is CBI. DOT will protect confidential information complying with these requirements to the extent required under applicable law. If DOT receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, DOT will follow the procedures described in its FOIA regulations at 49 C.F.R. 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under Section 7.29 will be exempt from disclosure under FOIA.

### **2. PUBLICATION AND SHARING OF APPLICATION INFORMATION**

Following the completion of the selection process and announcement of awards, MARAD intends to publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. Except for the information properly marked as described in Section J.2., MARAD may make application narratives publicly available or share

application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program's objectives.

++++  
December 20, 2024

By Order of the Maritime Administrator



## Legislation Text

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**File #:** RES 25-0040, **Version:** 1

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**ITEM TITLE:**

#25-40 - Amending the FY25 City Budget by Accepting an ASPCA Quality of Life Housing Grant in the Amount of \$16,000 for Valdez Animal Shelter Kennel Improvements

**SUBMITTED BY:** Michael Clupper, Animal Control Officer

**FISCAL NOTES:**

Expenditure Required: NA  
Unencumbered Balance: NA  
Funding Source: NA

**RECOMMENDATION:**

[Click here to enter text.](#)

**SUMMARY STATEMENT:**

Valdez Animal Control applied for and was successful in being awarded grant funding in the amount of \$16,000 from ASPCA for a Quality of Life - Housing Improvement grant with no local match requirement for kennel door retrofits.

The FY 2025 budget must be amended by resolution of the city council to accept these funds and to authorize its expenditure.



CITY OF VALDEZ, ALASKA

RESOLUTION #25-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2025 CITY BUDGET BY ACCEPTING AN ASPCA QUALITY OF LIFE – HOUSING GRANT IN THE AMOUNT OF \$16,000 FOR THE PURPOSES OF KENNEL IMPROVEMENTS

WHEREAS, The City of Valdez has shown its love and care for animals by maintaining one of the only animal shelters for 250 miles; and

WHEREAS, the animal shelter needs to install transfer doors in the impound kennel area for care of animals and safety of employees; and

WHEREAS, the Valdez Animal Control applied for, and was successful in being awarded grant funding in the amount of \$16,000 from ASPCA for a Quality of Life – Housing Improvement grant with no local match requirement for kennel door retrofits; and

WHEREAS, the 2025 Budget must be amended to accept these funds and to authorize its expenditure; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2025 City Budget is amended as follows:

Section 1: Animal Shelter ASPCA Grant Revenue, 350.3400.33410, is increased by \$16,000.

Section 2: POFI Kennel Improvements ASPCA Grant Expense, 350.0310.55000.2503, is increased by \$16,000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 2nd day of September 2025.

City of Valdez, Alaska

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Dennis Fleming, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk



**Grant Agreement Reference:**

NAME: **City of Valdez Animal Control Division**

PROJECT: **Quality of Life- Housing**

AMOUNT: **\$ 16,000**

GRANT NUMBER: **202508-33805**

GRANT EFFECTIVE DATE: **08/27/2025**

GRANT EXPIRATION DATE: **08/31/2026**

ASPCA GRANT OFFICER: **Tricia Sebes**

ASPCA GRANT MANAGER: **Dina Trefethen**

August 28, 2025

Michael Clupper  
PO Box 307  
Valdez, AK 99686

Dear Michael Clupper,

The American Society for the Prevention of Cruelty to Animals (the “ASPCA”) is deeply honored to be able to grant to City of Valdez Animal Control Division (the “Grantee,” and together with the ASPCA, the “Parties” and each a “Party”) the amount of \$ 16,000 (the “Grant”). These funds are designated for Quality of Life- Housing, as described in the Grant request, the Grant Request Documents, and, if applicable, its amendments (the “Project”) and subject to the terms of this agreement (the “Agreement”).

The ASPCA shall issue the Grant to the Grantee approximately two to six weeks following receipt of the signed original contract, including all pages. By signing this Agreement, you represent and warrant that Grantee will meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to the Grantee and the desire of the Grantee to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the “Effective Date”):

**1. Grant Requirements.** Payment is contingent upon ASPCA’s receipt of the signed Agreement from Grantee. The ASPCA will not advance Grant payment until all required documents have been received and reviewed.

The Grantee acknowledges and agrees that the Grant shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement, and that failure to do so will result in the Grantee having to return the Grant to the ASPCA within ten (10) days of the ASPCA's request to do so.

The Grantee acknowledges and agrees that any proposed changes to the Project, including, but not limited to, the Project goals and objectives, the use or purpose of funds, the distribution of funds across approved budget items, or any other substantive changes to the Project shall be fully approved by the Grant Officer and memorialized with an amendment to the Agreement prior to initiating any such changes.

Unless Grantee is expressly exempt from this requirement (e.g. as an agency or instrumentality of government), it shall meet the ASPCA Grantee Organizational Standards (the "Standards"), attached hereto as **Schedule 1**. If Grantee does not meet the standards by the Effective Date, the ASPCA may, in its sole discretion, grant additional time for the Grantee to come into compliance with the Standards. If additional time is granted, Grantee shall have 12-months or until the Expiration Date, whichever is sooner, to comply with the requirements and provide proof of compliance as a part of its required reporting.

The Grantee agrees that at no time will any funds it receives from the ASPCA be used to attempt to influence the outcome of any selection, nomination, election, or appointment of any individual to any public office or office of a political organization within the meaning of Internal Revenue Code Section 527(e)(2), and shall furthermore not use any of the funds it receives from the ASPCA to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

For projects that include grant funds used to purchase food for a gathering of individuals, the Grantee will limit the use of ASPCA funds to purchase vegetarian, vegan, fish or welfare-certified meat products only. "Welfare-certified meat products" shall mean products that are from farms, obtained either directly or through another supplier (restaurant, retailer, etc.), that are certified by at least one of the following certification programs: (a) Animal Welfare Approved; (b) Certified Humane; and/or (c) Global Animal Partnership, Steps 2 and above. For more information about welfare-certified products or where to locate welfare-certified products, please visit <http://www.asPCA.org/take-action/help-farm-animals/finding-higher-welfare-products>.

Employees, volunteers or other associates of the Grantee whose food expenses are reimbursed or otherwise paid from ASPCA grant funds, including, but not limited to beneficiaries of travel stipends and scholarships, are strongly encouraged to choose higher-welfare meat products, fish, vegan or vegetarian food.

#### Grant Reporting:

The Grantee must submit reports (the “Grant Reports”) to provide the ASPCA with information about the Project and to ensure the Grant is being used as described in this Agreement. Grant Reports shall be due per the following schedule:

Report Type	Due Date
NTSI Final Report	09/14/2026

The Grantee acknowledges it may be subject to additional reporting requirements as assigned by its ASPCA Grant Officer and set forth in the Grant record in Fluxx (the “Additional Reporting”). Additional Reporting shall be submitted as a part of the regular Grant Reports.

Grantees that fail to submit required documentation by the Final Report Due Date may jeopardize future grants and/or grant payments.

#### Grant Extensions:

Extension requests will not be considered for the Final Report Due Date. However, should the Grantee need a Grant extension due to unforeseen delays in the Project timeline, Grantee may request an extension by emailing [grants@aspc.org](mailto:grants@aspc.org) before the Grant Expiration Date. The ASPCA shall review the Grantee’s request and may grant an extension to the Grant term. If the ASPCA declines the request for an extension, or if the Project is completed but carries a balance of unspent funds, the Grantee shall promptly refund and pay back to the ASPCA the unexpended balance.

#### Ad Hoc Requirements:

The ASPCA may request additional information regarding the Project. Upon such a request, the Grantee must provide the requested information in a timely manner. Such additional information may include but is not limited to receipts, photographs, and press information.

The ASPCA may choose to conduct site visits of the Grantee’s location(s). The Grantee must provide the ASPCA with access to such locations at a date and time mutually agreed upon by the Parties.

**2. Compliance with the Law and Maintenance of Tax-Exempt Status.** In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations including but not limited to all applicable federal, state, and local employment laws, regulations, and rules.

The Grantee agrees that it is the sole employer of all individuals who are compensated in whole or in part with Grant funds, or whose employment, fellowship or internship position arises in any way as a direct or indirect result of the Grant (each a “Funded Position”). The Grantee further agrees that it is exclusively responsible for the classification and engagement of any contractors whose fees and/or expenses are paid in whole or in part with Grant funds (“Funded Contractor”). Accordingly, the Grantee agrees that with respect to any Funded Position and/or any Funded Contractor, the Grantee is exclusively responsible for compliance with, and will comply with, any and all applicable federal, state and local employment laws, regulations and rules, including, but not limited to, any employer obligations to: (a) timely pay all wages or other compensation due; (b) withhold and remit employment

taxes; (c) administer any required discipline; (d) provide insurance coverages; (e) prohibit discrimination or harassment based on any protected characteristic; and (f) provide any required leave or accommodation. The Grantee acknowledges and agrees that the parties to this Agreement are in the relationship of Grantor and Grantee, and the use of Grant funds for Funded Positions and/or Funded Contractors does not constitute a joint venture, affiliation, or joint employment relationship of any kind.

Grantee will not use and will require any subgrantee or contractor not to use Grant funds in violation of U.S. Export Controls, directly or indirectly (i) to pay for or provide to governments or Persons located in Embargoed Countries or any Person on the Denied Persons List goods, technology or services; (ii) to finance, approve, support or facilitate the provision of goods, technology or services to governments of or Persons located in Embargoed countries or Persons on the Denied Persons List; or (iii) to conduct any transaction of any kind with a Person on the SDN List.

If the Grantee is a 501(c)(3) organization, the Grantee certifies that it is in good standing with the Internal Revenue Service and shall notify the ASPCA immediately of any change in, or challenge by the Internal Revenue Service to, its status as a 501(c)(3) tax-exempt organization.

**3. License.** Each Party hereby grants to the other party a license to use the Party's name and trademarks on materials directly related to the activities of the Project and/or the Grant.

All use of the ASPCA name and trademarks must comply with the ASPCA's style guide. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®".

**4. Acknowledgement of ASPCA Support.** In consideration of the Grant, the Grantee may publicly acknowledge that the Project was made possible through a generous grant from the ASPCA. If the Grantee chooses to make an acknowledgment, Grantee shall submit any Project acknowledgements that include the ASPCA's name or trademarks to [press@aspca.org](mailto:press@aspca.org) for review and approval prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project acknowledgements shall be instituted by the Grantee without the prior written approval of the ASPCA. The ASPCA has the right in its sole discretion to require the Grantee to remove all references to the ASPCA's involvement if the ASPCA determines that the Grantee is not fulfilling its obligations under this Agreement or if for any other reason the ASPCA determines that it is no longer in the ASPCA's best interest to be referenced in such manner.

For further assistance regarding recognition of the Grant, including press releases, advisories, or general media outreach, please contact the ASPCA's Media Department at [press@aspca.org](mailto:press@aspca.org) or visit <https://www.aspcapro.org/media-and-promotional-materials-aspcar-grant-recipients> for press release templates, logos, and other media materials.

**5. Records.** The Grantee will keep accurate books and records with respect to the grant in accordance with Generally Accepted Accounting Principles (GAAP) and business practices. The Grantee will keep records of receipts and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three (3) years after

completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of the Grantee's acceptance of the Grant through such period.

**6. Termination.** The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected or (ii) declare the Grant terminated in any of the following circumstances:

- a. If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA's mission to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission") or that the Project is not being executed in substantial compliance with the grant request (or work plan as revised) or that the Grantee is incapable of satisfactorily completing the work of the Project;
- b. In the case of any violation by the Grantee of the terms and conditions of this Agreement;
- c. In the event of any change in, or challenge by the Internal Revenue Service to, the Grantee's status as a 501(c)(3) tax-exempt organization if applicable; or
- d. If it is revealed that, during the Project, the Grantee is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission.

If the ASPCA terminates the Grant, it shall so notify the Grantee, whereupon it, if so requested by the ASPCA, shall promptly refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee's hands or under its control or any expended Grant funds deemed to have been misappropriated per the terms of this Agreement.

Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds. All such determinations by the ASPCA under this **Section 6** will be final, binding and conclusive upon the Grantee.

**7. Future Funding.** The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

**8. Miscellaneous.** This Agreement is intended to be binding upon the Grantee and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between the Grantee and the ASPCA. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in New York, New York with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the

parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

If the terms and conditions of this Agreement are acceptable, please sign this Agreement and return it to us. By signing this Agreement, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

Sincerely,

**THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**

\_\_\_\_\_  
Lauren Martin  
Vice President, Deputy General Counsel

**ACCEPTED AND AGREED:**

City of Valdez Animal Control Division

By (signature of CEO/President/Director): \_\_\_\_\_

Name/Title: \_\_\_\_\_

## Schedule 1

### ASPCA Grantee Organizational Standards

- Must have at least 4 board members
- Majority of the board must be independent<sup>1</sup>
- Chairperson and Treasurer shall not be compensated
- Business registration must be current/active in the Grantee's state of incorporation
- Charitable registration must be current/active in the state of the Grantee's primary location **(for grants =>\$25,000)**
- No overdue reports for any ASPCA grants, if applicable
- No overdue balances on prior grants, if applicable

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<sup>1</sup> This means that fewer than half of Grantee's Board members may be paid employees and/or family members or close relatives.





## Legislation Text

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**File #:** 25-0388, **Version:** 1

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**ITEM TITLE:**

Report: Law Enforcement Activities Related to Impeding Snow Removal

**SUBMITTED BY:** Kalin King, Police Chief

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

Receive and file.

**SUMMARY STATEMENT:**

The attached memo outlines a brief history of law enforcement activities related to VMC title 10.12.



## POLICE DEPARTMENT MEMORANDUM



TO: Valdez City Council / CM Duval

FROM: Chief King

DATE: 08.04.2025

RE: VPD Snow Removal Report

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These numbers were compiled at the request of the Valdez City Council in regards to Impeding Snow Removal ticketing as outlined in Valdez Municipal Code Title 10.12.040. Specifically, the effect of the raised fine schedule from \$20 dollars to \$100 dollars and its effects on solving the issue of impeding snow removal.

Viewing the data, it is clear that calls for service relating to impeding snow removal ebb and flow with snow amounts during a winter season. The number one way used to solve the problem by VPD is contacting the owner and having them move the vehicle. In this circumstance, an owner would be notified of the issue, given a warning and notified that future violations may result in a citation.

Further, the data shows that ticketing is rarely used to solve the situation but is available as a possible deterrent. The data to support this last point is limited and is mostly speculative.

DATA:

Winter 2022 to 2023:

Total Impeding Snow Removal calls - Approx. 15 each

Stickered, contacted, warned – Approx. 26 each

Ticketed - 0 each



## POLICE DEPARTMENT MEMORANDUM



Winter 2023 to 2024:

Total Impeding Snow Removal calls -	Approx. 26 each
Stickered, contacted, warned -	Approx. 52 each
Ticketed -	1 each (\$20)

Winter 2024 to 2025:

Total Impeding Snow Removal calls -	Approx. 15 each
Stickered, contacted, warned -	Approx. 23 each
Ticketed -	0 each

Chief King



## Legislation Text

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**File #:** 25-0389, **Version:** 1

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**ITEM TITLE:**

Quarterly Financial Summary Reports: June 30, 2025

**SUBMITTED BY:** Barb Rusher, Comptroller

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

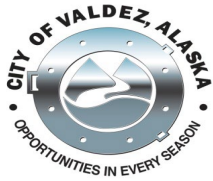
Receive and file.

**SUMMARY STATEMENT:**

Quarterly un-audited internal financial summary reports.

These show budget-to-actual performance through June 30, 2025.

Please note that the Providence Medical Center June financial reports are also included in this packet.



## FINANCIAL SUMMARY AS OF 6/30/25 Operating only

Prepared By: Barb Rusher, Comptroller

Contact: [brusher@valdezak.gov](mailto:brusher@valdezak.gov)

(907) 834-3475

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	ADOPTED BUDGET	REVISED BUDGET	BUDGET CHANGE	YTD ACTUAL	YTD TO BUDGET	NOTES
<b>GENERAL FUND SUMMARY</b>						
<b>BEGINNING FUND BALANCE</b>	<b>19,061,958</b>	<b>19,061,958</b>	<b>-</b>	<b>19,061,958</b>		
REVENUE	56,614,444	56,617,844	3,400	45,111,261	79.7%	
EXPENSE	51,094,205	51,279,105	184,900	22,697,355	44.3%	
<b>NET REVENUE (EXPENSE)</b>	<b>5,520,239</b>	<b>5,338,739</b>	<b>(181,500)</b>	<b>22,413,905</b>		
TRANSFERS IN	5,359,265	5,534,265	175,000	5,534,265	100.0%	
TRANSFERS OUT	11,453,597	15,695,371	4,241,774	15,695,371	100.0%	
<b>NET TRANSFERS IN (OUT)</b>	<b>(6,094,333)</b>	<b>(10,161,107)</b>	<b>(4,066,774)</b>	<b>(10,161,107)</b>		
<b>ENDING BALANCE</b>	<b>18,487,865</b>	<b>14,239,591</b>	<b>(4,248,274)</b>	<b>31,314,757</b>		

#### GENERAL FUND DETAIL

##### REVENUE

TAXES	51,844,488	51,844,488	-	43,853,587	84.6%	
STATE SHARED	1,595,860	1,595,860	-	21,801	1.4%	
PILT	815,600	815,600	-	12,600	1.5%	
INTEREST	863,203	863,203	-	138,684	16.1%	
SERV CHARGES & SALES	543,108	543,108	-	326,443	60.1%	
FED & STATE GRANTS	658,000	661,400	3,400	152,531	23.1%	
SOLID WASTE	134,925	134,925	-	49,185	36.5%	
LICENSES & PERMITS	11,300	11,300	-	11,000	97.3%	
MISC	68,478	68,478	-	504,423	736.6%	1
RECREATION	77,982	77,982	-	37,669	48.3%	
FINES & FORFEITURES	1,500	1,500	-	3,339	222.6%	
<b>TOTAL REVENUE</b>	<b>56,614,444</b>	<b>56,617,844</b>	<b>3,400</b>	<b>45,111,261</b>	<b>79.7%</b>	2
<b>TRANSFERS IN</b>	<b>5,359,265</b>	<b>5,534,265</b>	<b>175,000</b>	<b>5,534,265</b>	<b>100.0%</b>	
<b>TOTAL REVENUES &amp; TRANSFERS IN</b>	<b>61,973,709</b>	<b>62,152,109</b>	<b>178,400</b>	<b>50,645,525</b>	<b>81.5%</b>	

#### GENERAL FUND DETAIL, CONT'D

##### DEPT EXPENSE

ADMINISTRATION	809,848	809,848	-	462,090	57.1%	
ANIMAL CONTROL	609,021	609,021	-	270,744	44.5%	
BUILDING MAINT	3,687,339	3,687,339	-	1,624,615	44.1%	
CITY CLERK	889,044	889,044	-	424,176	47.7%	
CITY COUNCIL	487,491	487,491	-	216,981	44.5%	
CIVIC CENTER	909,259	909,259	-	403,892	44.4%	
COMMUNITY DEVELOPMENT	1,852,832	1,852,832	-	805,716	43.5%	
ECON DEVEL	1,390,812	1,390,812	-	720,094	51.8%	
EMERGENCY MGMT SERVICES	630,284	630,284	-	194,633	30.9%	3

	ADOPTED	REVISED	BUDGET	YTD	YTD TO	
	BUDGET	BUDGET	CHANGE	ACTUAL	BUDGET	NOTES
ENGINEERING	1,115,108	1,115,108	-	470,338	42.2%	
FINANCE	1,227,886	1,402,886	175,000	539,196	38.4%	4
FIRE	2,929,568	2,939,468	9,900	1,366,960	46.5%	
HUMAN RESOURCES	525,370	525,370	-	216,819	41.3%	
INFORMATION TECH	1,502,793	1,502,793	-	661,270	44.0%	
INSURANCE	658,967	658,967	-	324,638	49.3%	
LAW	4,500,000	4,500,000	-	1,672,194	37.2%	5
LAW ENFORCEMENT	3,449,016	3,449,016	-	1,380,954	40.0%	
LIBRARY	825,395	825,395	-	313,243	38.0%	6
MUSEUM	535,000	535,000	-	401,250	75.0%	
PARKS & REC	1,277,194	1,277,194	-	610,571	47.8%	
PARKS MAINT	1,157,379	1,157,379	-	428,955	37.1%	7
PUB SAFETY SUPPORT	1,896,434	1,896,434	-	875,901	46.2%	
SOLID WASTE	2,075,714	2,075,714	-	866,436	41.7%	
STREET/SHOP	3,323,111	3,323,111	-	1,503,703	45.2%	
<b>TOTAL DEPT EXPENSES</b>	<b>38,264,866</b>	<b>38,449,766</b>	<b>184,900</b>	<b>16,755,368</b>	<b>43.6%</b>	
<b>SUPPORT EXPENSES</b>						
EDUCATION	12,199,589	12,199,589	-	5,625,738	46.1%	
COMMUNITY SVC ORGS	629,750	629,750	-	316,250	50.2%	
<b>TOTAL SUPPORT EXPENSES</b>	<b>12,829,339</b>	<b>12,829,339</b>	<b>-</b>	<b>5,941,988</b>	<b>46.3%</b>	
<b>TRANSFERS OUT</b>	<b>11,453,597</b>	<b>15,695,371</b>	<b>4,241,774</b>	<b>15,695,371</b>	<b>100.0%</b>	
<b>TOTAL DEPT EXPENSE, SUPPORT &amp; TRANSFER</b>	<b>62,547,802</b>	<b>66,974,476</b>	<b>4,426,674</b>	<b>38,392,726</b>	<b>57.3%</b>	
<b>SPECIAL REVENUE FUNDS</b>						
<b>AIRPORT FUND</b>						
<b>BEGINNING FUND BALANCE</b>	<b>1,617,138</b>	<b>1,617,138</b>	<b>-</b>	<b>1,617,138</b>		
REVENUE	213,298	213,298	-	124,868	58.5%	
EXPENSE	409,598	409,598	-	201,239	49.1%	
NET REVENUE (EXPENSE)	(196,300)	(196,300)	-	(76,371)		
NET TRANSFER IN (OUT)	196,300	196,300	-	196,300	100.0%	
<b>ENDING BALANCE</b>	<b>1,617,138</b>	<b>1,617,138</b>	<b>-</b>	<b>1,737,067</b>		
<b>HARBOR FUND</b>						
<b>BEGINNING FUND BALANCE</b>	<b>2,582,219</b>	<b>2,582,219</b>	<b>-</b>	<b>2,582,219</b>		
REVENUE	2,496,317	2,523,425	27,108	1,462,866	58.0%	
EXPENSE	2,504,817	2,504,817	-	1,040,802	41.6%	
NET REVENUE (EXPENSE)	(8,500)	18,608	27,108	422,063		
NET TRANSFER IN (OUT)	-	-	-	-		
<b>ENDING BALANCE</b>	<b>2,573,719</b>	<b>2,600,827</b>	<b>27,108</b>	<b>3,004,282</b>		

	ADOPTED BUDGET	REVISED BUDGET	BUDGET CHANGE	YTD ACTUAL	YTD TO BUDGET	NOTES
<b>PORT FUND</b>						
BEGINNING FUND BALANCE	5,346,484	5,346,484	-	5,346,484		
REVENUE	1,734,014	1,734,014	-	703,698	40.6%	
EXPENSE	1,540,024	1,540,024	-	505,898	32.9%	8
NET REVENUE (EXPENSE)	193,991	193,991	-	197,800		
NET TRANSFER IN (OUT)	(193,991)	(193,991)	-	(193,991)	100.0%	
ENDING BALANCE	5,346,484	5,346,484	-	5,350,294		
<b>SPECIAL REVENUE FUNDS, CONT'D</b>						
<b>UTILITY FUND</b>						
BEGINNING FUND BALANCE	3,016,178	3,016,178	-	3,016,178		
REVENUE	639,111	639,111	-	393,948	61.6%	9
EXPENSE	1,881,341	1,881,341	-	779,407	41.4%	
NET REVENUE (EXPENSE)	(1,242,230)	(1,242,230)	-	(385,459)		
NET TRANSFER IN (OUT)	1,241,530	1,241,530	-	1,241,530	100.0%	
ENDING BALANCE	3,015,478	3,015,478	-	3,872,249		
<b>OTHER GOVERNMENTAL FUNDS</b>						
<b>DEBT SERVICE FUND</b>						
BEGINNING FUND BALANCE	5,083,353	5,083,353	-	5,083,353		
REVENUE	1,519,745	1,519,745	-	301,184	19.8%	10
EXPENSE	6,666,779	6,666,779	-	5,744,262	86.2%	11
NET REVENUE (EXPENSE)	(5,147,034)	(5,147,034)	-	(5,443,077)		
NET TRANSFER IN (OUT)	5,044,284	5,044,284	-	5,044,284		
ENDING BALANCE	4,980,603	4,980,603	-	4,684,560		



## Notes to Financial Summary

Includes an initial \$415K in DEED HHES project reimbursement not yet formally accepted by Council, thereby being held in this account temporarily. Staff recommends a budget resolution to accept the funds when the second installment is received.

<sup>2</sup> Reflects timing of receipt of revenue, all categories are expected to normalize throughout the course of the fiscal year.

<sup>3</sup> Reflects timing of operational expenses.

<sup>4</sup> Reflects under-utilized Assessment Assistance contract related to assessment of VMC 3.30 property.

<sup>5</sup> Reflects timing of invoicing from Legal Department

<sup>6</sup> Reflects operational efficiencies.

<sup>7</sup> Reflects timing of seasonal operational expenses, as well as timing of professional fees & contractual services.

<sup>8</sup> Reflects timing of seasonal operational expenses, as well as timing of professional fees & contractual services.

<sup>9</sup> Reflects timing and seasonality of revenues, as this number represents 3 quarters (75%) of billing.

<sup>10</sup> Reflects timing of debt service reimbursements as well as unrealized gains or losses in interest.

<sup>11</sup> Reflects timing of expenditures, as they follow a set schedule.

## CAPITAL PROJECTS

		AdoptedBudget	AMENDMENT	YTDEncumbranc	YTDExpense	ProjectBalance
<b>BUIL</b>	BUIL Citywide Wayfinding	79,912	-	-	-	79,912
	BUIL Coast Guard city Sign	1,465	-	1,465	-	-
	BUIL SENI Expa	4,556	-	4,556	-	-
	Child Care Faci Design & Reno	2,874,030	10,340	256,084	138,595	2,489,691
	HUD Child Care Ctr Bldg Rev Ex	3,000,000	-	-	-	3,000,000
	Land Purchase	-	-	-	-	-
<b>BUIL Total</b>		<b>5,959,963</b>	<b>10,340</b>	<b>262,105</b>	<b>138,595</b>	<b>5,569,603</b>
<b>ECON</b>	Robe Lake Hab Restor Feas	328,587	-	-	(38,978)	367,565
<b>ECON Total</b>		<b>328,587</b>	<b>-</b>	<b>-</b>	<b>(38,978)</b>	<b>367,565</b>
<b>HARB</b>	ADOT Harbor Facility Grant Exp	10,887	-	3,387	7,500	-
	ADOT Harbor Facility Match	10,887	-	3,387	7,500	-
	HARB SBH H-K Repl	3,856,432	-	545,248	1,338,192	1,972,992
	New Harbor GO 2015	9,321	-	-	-	9,321
<b>HARB Total</b>		<b>3,887,527</b>	<b>-</b>	<b>552,022</b>	<b>1,353,192</b>	<b>1,982,313</b>
<b>MUSE</b>	MUSE New Museum	-	-	-	-	-
<b>MUSE Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>PARK</b>	Meals Hill EDA Grant Match	210,185	-	141,287	62,075	6,823
	Meals Hill Devt EDA Grant Exp	840,732	-	592,434	248,298	-
	PARK Meals Hill Development	84,667	-	56,245	22,650	5,772
	PARK Meals Hill Greatland	16,720	-	-	-	16,720
<b>PARK Total</b>		<b>1,152,304</b>	<b>-</b>	<b>789,966</b>	<b>333,022</b>	<b>29,315</b>
<b>POFI</b>	New Fire Station	-	-	-	-	-
<b>POFI Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>PORT</b>	PORT KELS Dolphin Replacement	1,000,000	-	-	-	1,000,000
	VCT Dock Bulkhead Improvement	(259,021)	-	-	-	(259,021)
<b>PORT Total</b>		<b>740,979</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>740,979</b>
<b>RESE</b>	Project Contingency	106,750	-	-	-	106,750
<b>RESE Total</b>		<b>106,750</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>106,750</b>
<b>SCHO</b>	New Middle School	1,299,164	-	19,508	-	1,279,657
	SCHO HERM Exterior Upgr Ph II	384,133	(166,642)	111,434	6,057	100,000
	SCHO HIGH Major Reno	1,243,307	-	-	-	1,243,307
<b>SCHO Total</b>		<b>2,926,604</b>	<b>(166,642)</b>	<b>130,941</b>	<b>6,057</b>	<b>2,622,964</b>
<b>STRE</b>	Citywide Pavement & Utilities	21,723	-	21,723	-	-
	STRE East Hanagita Realignment	-	-	-	-	-

## CAPITAL PROJECTS

		AdoptedBudget	AMENDMENT	YTDEncumbranc	YTDExpense	ProjectBalance
<b>STRE</b>	STRE Pavement Mgt PH I	-	-	-	-	-
	STRE Pavement Mgt Ph II	144,811	(144,811)	-	-	-
	STRE Pavement Mgt PH III	58,810	29,935	51,003	37,743	-
	STRE Pavement Mgt Ph IV-V	2,474,231	714,876	2,037,892	1,007,383	143,833
<b>STRE Total</b>		<b>2,699,576</b>	<b>600,000</b>	<b>2,110,617</b>	<b>1,045,126</b>	<b>143,833</b>
<b>WASE</b>	Alpine Woods Sewer Project	182,222	-	182,222	-	-
	Sewer Force Main Assesment	2,934,662	-	-	-	2,934,662
	Sewer Force MainReplacement	14,875,234	-	4,351,772	4,579,409	5,944,053
	WASE Blueberry Road Subd	200,000	-	-	-	200,000
	WASE WATE GO22 Well #5	428,200	-	333,650	54,550	40,000
	WASE WATE New Well #5	-	-	-	-	-
<b>WASE Total</b>		<b>18,620,318</b>	<b>-</b>	<b>4,867,644</b>	<b>4,633,959</b>	<b>9,118,715</b>
<b>Grand Total</b>		<b>36,422,608</b>	<b>443,698</b>	<b>8,713,296</b>	<b>7,470,973</b>	<b>20,682,038</b>

## MAJOR MAINTENANCE

		AdoptedBudget	AMENDMENT	YTDEncumbrance	YTDExpense	ProjectBalance
AIRP	AIRP Generator Exhaust	80,000	(70,000)	-	-	10,000
	AIRP Light Repl	10,160	-	-	-	10,160
AIRP Total		90,160	(70,000)	-	-	20,160
BUIL	BUIL City Hall Front Doors	75,000	-	-	49,326	25,674
	BUIL City Panic and ADA Upgr	25,000	(25,000)	-	-	-
	BUIL City Revitalization	2,970	-	2,970	-	-
	BUIL CIVI Flood Damage Repair	803,868	-	738,708	-	65,160
	BUIL CIVI Weatherization	90,660	(90,660)	660	-	(660)
	BUIL Clin Interior Paint	40,450	-	-	-	40,450
	BUIL DDC Systems and HVAC upgr	355,365	-	43,717	37,428	274,220
	BUIL Fire Sys Upgr	153,278	-	98,410	-	54,868
	BUIL Fuel tank Repl	96,568	-	-	6,022	90,547
	BUIL LIBR Restroom Remodel	36,278	(706)	35,572	-	-
	BUIL LIBR Windows	619,467	-	467,828	16,935	134,705
	BUIL Phone System Replacement	10,734	-	10,734	-	-
	BUIL Roof Repairs	17,641	-	17,641	-	-
	BUIL Roof Replacements VCT, LS, WH	100,000	50,000	-	-	150,000
	BUIL SENSI Siding	370,198	-	155,973	-	214,225
	BUIL Server Room AC Replacements	75,000	-	21,366	17,606	36,028
	BUIL Shelter Eval	100,000	-	-	-	100,000
	City-wide Exit Signs	50,000	-	-	-	50,000
	Hazmat Testing-various buildings	60,000	-	51,341	-	8,659
BUIL Total		3,082,478	(66,366)	1,644,919	127,316	1,243,876
HARB	HARB Fisherman's Dock Repairs	13,303	(1,920)	11,383	-	-
	HRB SBH Elect Vaults	7,050	-	7,050	-	-
HARB Total		20,353	(1,920)	18,433	-	-
PARK	PARK Ruth Pond Dredge	50,000	(50,000)	-	-	-
	PARK Shooting Range Improvements	189,179	-	-	-	189,179
PARK Total		239,179	(50,000)	-	-	189,179
POFI	POFI JAIL Lighs & Camera Upgrades	22,640	-	-	-	22,640
	POFI Jail Shower Remodel & Dryer Repl	5,350	-	-	-	5,350
	POFI Outdoor Warning System	50,000	-	-	-	50,000
	POFI Radio Repeater Repa Upgr	595,074	50,000	108,495	693,382	(156,804)
	Police Technology Upgrade	11,213	-	-	-	11,213
POFI Total		684,277	50,000	108,495	693,382	(67,601)
PORT	PORT CONT Waterline Improvements	20,476	-	2,508	-	17,968
	PORT Kels Decking Repl	7,780	-	7,780	-	-
	PORT Underwater Inspection	350,000	-	-	-	350,000

## MAJOR MAINTENANCE

		AdoptedBudget	AMENDMENT	YDEncumbrance	YTDExpense	ProjectBalance
<b>PORT Total</b>		<b>378,256</b>	<b>-</b>	<b>10,288</b>	<b>-</b>	<b>367,968</b>
<b>RESE</b>	Contingency Reserve	143,538	165,505	-	-	309,043
<b>RESE Total</b>		<b>143,538</b>	<b>165,505</b>	<b>-</b>	<b>-</b>	<b>309,043</b>
<b>SCHO</b>	HHES Underground Fuel tank Replacement	114,070	7,155	103,451	12,837	4,936
	SCH VHS Walk-in Cooler & Freezer Replacement	8,700	(8,700)	-	-	-
	SCHO HERM Generator Repl	18,237	(7,155)	11,082	-	-
	SCHO HERM Water Repl	17,864	-	-	-	17,864
	SCHO HIGH Generator Repl	3,055	-	1,338	-	1,717
	SCHO HIGH Water Repl	10,000	-	-	-	10,000
<b>SCHO Total</b>		<b>171,926</b>	<b>(8,700)</b>	<b>115,870</b>	<b>12,837</b>	<b>34,518</b>
<b>SENI</b>	SENI Sprinkler Repair	-	-	-	-	-
	Senior Center Upgrades	110,000	96,678	-	6,678	200,000
<b>SENI Total</b>		<b>110,000</b>	<b>96,678</b>	<b>-</b>	<b>6,678</b>	<b>200,000</b>
<b>SOLI</b>	SOLI Baler Replacement	100,000	-	-	-	100,000
<b>SOLI Total</b>		<b>100,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>100,000</b>
<b>STRE</b>	STRE N Harbor Drive Restripe	89,861	-	8,337	-	81,524
	STRE Rural Roads Program	1,829,793	(600,000)	8,350	19,107	1,202,336
<b>STRE Total</b>		<b>1,919,654</b>	<b>(600,000)</b>	<b>16,687</b>	<b>19,107</b>	<b>1,283,860</b>
<b>WASE</b>	WASE Robe River Booster Pump Replacement	10,000	(10,000)	-	-	-
	WASE Waterline Relocation Meals to Rich	20,555	(20,555)	-	-	-
<b>WASE Total</b>		<b>30,555</b>	<b>(30,555)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Grand Total</b>		<b>6,970,374</b>	<b>(515,358)</b>	<b>1,914,692</b>	<b>859,320</b>	<b>3,681,004</b>

**PROVIDENCE PROJECTS**

	AdoptedBudget	AMENDMENT	YTD Encumbrance	YTDExpense	ProjectBalance
<b>PROV</b>	-	-	-	-	-
Hospital - Roof Maintenance	100,000	-	-	-	100,000
Hospital Copper Pipe Replacement	23,345	-	-	-	23,345
Hospital- Infection Control Enhancements	121,208	-	-	-	121,208
Hospital New Power Supply	1,375,160	-	1,300,699	2,580	71,881
Hospital Oxygen Generator Relocation	1,693	-	-	-	1,693
PROV Air Treatment	350,000	-	-	-	350,000
PROV Dietary Oven Replacement	45,000	-	-	-	45,000
PROV ER and Admission Door Upgr	60,000	-	-	-	60,000
PROV Loading Dock Drainage	11,000	-	-	-	11,000
PROV Maint Contingency	127,030	-	-	-	127,030
<b>PROV Total</b>	<b>2,214,435</b>	<b>-</b>	<b>1,300,699</b>	<b>2,580</b>	<b>911,156</b>
<b>Grand Total</b>	<b>2,214,435</b>	<b>-</b>	<b>1,300,699</b>	<b>2,580</b>	<b>911,156</b>

## RESERVE FUNDS

		Adopted Budget	Amendment	YTD Encumbrance	YTD Expenditures	Account Balance
<b>Administrative</b>	ADF&G Clean Vessel Act Grant	9,563	-	-	-	9,563
	ADF&G Clean Vessel Act MATCH	3,188	-	-	-	3,188
	Beautification Committee	197,562	-	-	2,227	195,335
	Budget Variance Reserve	425,123	(75,000)	-	-	350,123
	Child Care Operating Grant	-	200,000	84,350	55,650	60,000
	Child Care Start-Up Grant	200,000	-	-	4,263	195,737
	Council Contingency	535,453	(10,340)	-	40,000	485,113
	Energy Assistance Program	798,780	-	-	718,760	80,020
	Leave Liability Reserve	624,914	-	-	263,555	361,359
	Library Book Auction & Donat.	17,899	-	4,444	8,306	5,150
	Nuisance Abatement Program	218,784	750,000	26,294	63,107	879,384
	Police Scholarship Reserve	24,161	-	-	1,500	22,661
	Prov Physician Assist Reimbur	(60,000)	-	-	-	(60,000)
	PWSC Education Cohort	30,000	-	-	-	30,000
	Repayment Reserve	17,286,252	(100,000)	-	-	17,186,252
	SHARP III	235,551	-	85,514	-	150,037
	Special Events Reserve	8,670	-	-	(92)	8,762
	Thread Child Care Grant Exp	549,025	(200,000)	32,200	26,400	290,425
<b>Administrative Total</b>		<b>21,104,925</b>	<b>564,660</b>	<b>232,802</b>	<b>1,183,675</b>	<b>20,253,109</b>
<b>Emergency Prep</b>	COVID19 EconRecovery Task Forc	5,330	-	-	-	5,330
	DHS SCLCGP Grant Expense	45,000	-	-	-	45,000
	Emergency Preparedness	729,832	-	-	11,538	718,295
	Snow Removal Plan Implementati	2,330	-	2,330	-	-
	Temp Wages - Preparedness	-	-	-	-	-
	Temporary Wages - Incident	360	-	-	-	360
<b>Emergency Prep Total</b>		<b>782,852</b>	<b>-</b>	<b>2,330</b>	<b>11,538</b>	<b>768,985</b>
<b>Emergency Services</b>	Animal Medical Reserve	4,224	-	-	-	4,224
	DSH SHSP Police Radio Grant Ex	128,000	-	-	121,898	6,102
<b>Emergency Services Total</b>		<b>132,224</b>	<b>-</b>	<b>-</b>	<b>121,898</b>	<b>10,326</b>
<b>Equipment</b>	IT Rebuild 2018	5,195	-	-	-	5,195
	Major Equipment Reserve	10,550,269	45,000	979,131	732,608	8,883,530
	Technology Reserve	2,352,071	-	110,685	654,322	1,587,065
<b>Equipment Total</b>		<b>12,907,535</b>	<b>45,000</b>	<b>1,089,816</b>	<b>1,386,930</b>	<b>10,475,790</b>

## RESERVE FUNDS

		AdoptedBudget	Amendment	YTD Encumbrance	YTD Expenditures	Account Balance
<b>Flood Mitigation</b>	FLOO Lowe Dike Maint and Impr	41,059	-	41,059	-	-
	FLOO LOWE Ten Mile Exca	150,000	-	-	-	150,000
	FLOOD GLAC Landfill Protection	77,736	(65,252)	12,484	-	-
	Flood Mitigation Maintenace	-	-	-	-	-
<b>Flood Mitigation Total</b>		<b>268,795</b>	<b>(65,252)</b>	<b>53,543</b>	<b>-</b>	<b>150,000</b>
<b>Land Development</b>	Land - Development Incentive	1,947,101	-	200,000	-	1,747,101
	Land - Housing Incentive	640,000	-	240,000	50,000	350,000
	Land - misc	166,447	-	-	-	166,447
	Surveying Municipal Land	10,367	-	-	-	10,367
<b>Land Development Total</b>		<b>2,763,915</b>	<b>-</b>	<b>440,000</b>	<b>50,000</b>	<b>2,273,915</b>
<b>Landfill Closure</b>	Landfill Closure Reserve	4,784,538	-	-	-	4,784,538
<b>Landfill Closure Total</b>		<b>4,784,538</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,784,538</b>
<b>Maintenance</b>	AHFC Sr Apts Grant Expense	100,000	-	-	100,000	-
	Concrete/Asphalt Repairs for COV properties	50,000	-	-	41,815	8,186
	Harbor Major Maint & Replace	222,507	-	-	-	222,507
	Major Maintenance Reserve	6,970,374	(515,358)	1,914,692	859,320	3,681,003.52
	pavement Mgmnt Regulations	76,847	-	-	-	76,847
	Port Major Maintenance Reserve	191,824	-	-	-	191,824
	Projects Planning Reserve	-	3,491,774	-	-	3,491,774
	Road and Sidewalk repairs	17,748	32,252	-	4,400	45,600
	Safe Streets 4 All Grant Expen	-	280,000	-	-	280,000
	Safe Stretts 4 All Match	-	70,000	-	-	70,000
	Sewer & Lift Station Repairs	225,097	-	9,881	5,525	209,692
<b>Maintenance Total</b>		<b>7,854,398</b>	<b>3,358,668</b>	<b>1,924,573</b>	<b>1,011,059</b>	<b>8,277,433</b>
<b>Planning</b>	CEDS	36,628	-	-	-	36,628
	City Onsite Sewer Regulations	25,000	-	-	-	25,000
	COE Levee System Match	100,000	-	-	-	100,000
	Dry Stack Feasability Study	50,000	-	-	-	50,000
	Flood Planning	106,887	-	-	-	106,887
	Housing Needs Study	50,000	-	-	-	50,000



## RESERVE FUNDS

		AdoptedBudget	Amendment	YTD Encumbrance	YTD Expenditures	Account Balance
<b>Planning</b>	marine Industrial Feasability Study	16,902	-	-	-	16,902
	Master Planing Water/Sewer	50,000	-	-	-	50,000
	Master Planning - Solid Waste	75,000	-	-	-	75,000
	Plan - Building Fire Code Revision	32,717	-	-	-	32,717
	Plan - Comprehensive	20,000	-	-	-	20,000
	Port Tariff Study	20,000	-	-	-	20,000
	Water/Sewer Rate Study	125,000	-	-	-	125,000
<b>Planning Total</b>		<b>708,133</b>	-	-	-	<b>708,133</b>
<b>Grand Total</b>		<b>51,307,315</b>	<b>3,903,076</b>	<b>3,743,063</b>	<b>3,765,099</b>	<b>47,702,229</b>



Health Insurance Fund Report  
6/30/2025

Prepared by: Barb Rusher, Comptroller  
Contact: 907.834.3475x5, brusher@valdezak.gov

MONTH	CITY				SCHOOL				COMBINED			
	DEPOSITS*	CLAIMS**	ADMIN FEE	VARIANCE	DEPOSITS*	CLAIMS**	ADMIN FEE	VARIANCE	DEPOSITS	CLAIMS	ADMIN FEE	VARIANCE
JAN	380,244	320,611	46,428	13,205	501,552	370,587	30,560	100,404	881,796	691,199	76,988	113,610
FEB	391,410	250,018	46,728	94,665	259,424	226,068	30,560	2,795	650,834	476,085	77,288	97,460
MAR	921,384	1,136,248	47,028	(261,892)	345,078	404,743	29,687	(89,352)	1,266,462	1,540,991	76,715	(351,244)
APR	731,088	269,485	-	461,603	1,160	68,634		(67,474)	732,248	338,119	-	394,129
MAY	456,821	455,658	107,980	(106,816)	574,461	272,348	73,191	228,922	1,031,282	728,006	181,171	122,105
JUN	443,215	273,692	52,575	116,947	270,972	272,120	34,406	(35,554)	714,187	545,812	86,981	81,393
JUL				-				-	-	-	-	-
AUG				-				-	-	-	-	-
SEP				-				-	-	-	-	-
OCT				-				-	-	-	-	-
NOV				-				-	-	-	-	-
DEC				-				-	-	-	-	-
TOTALS	\$ 3,324,163	\$ 2,705,712	\$ 300,740	\$ 317,712	\$ 1,952,646	\$ 1,614,501	\$ 198,404	\$ 139,741	\$ 5,276,809	\$ 4,320,212	\$ 499,144	\$ 457,453

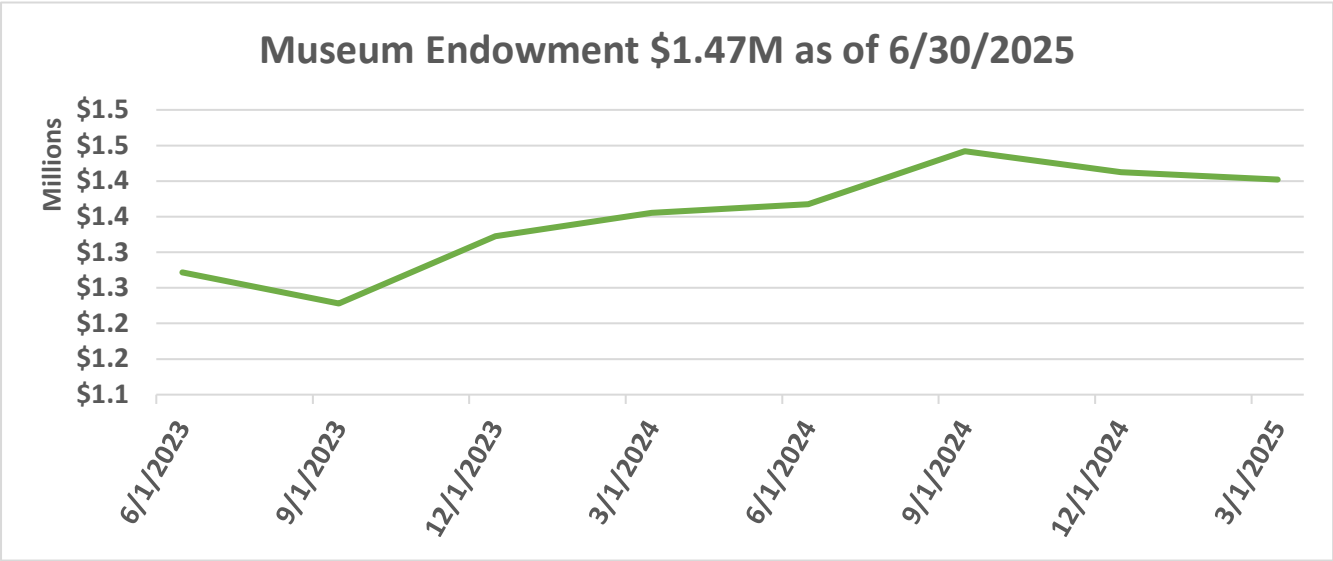
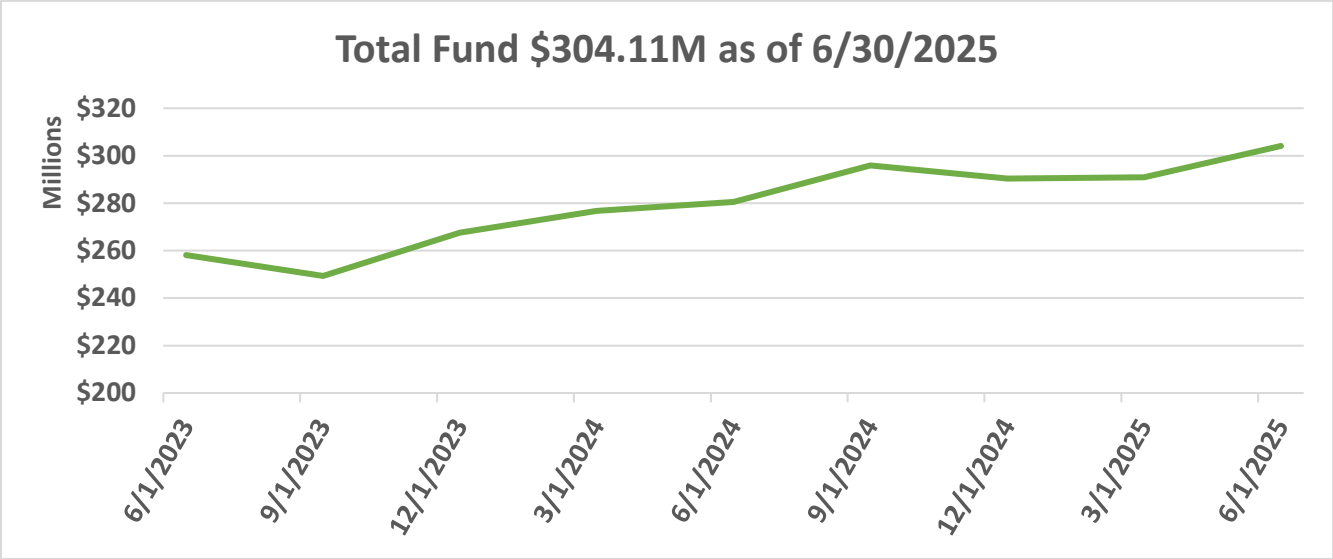
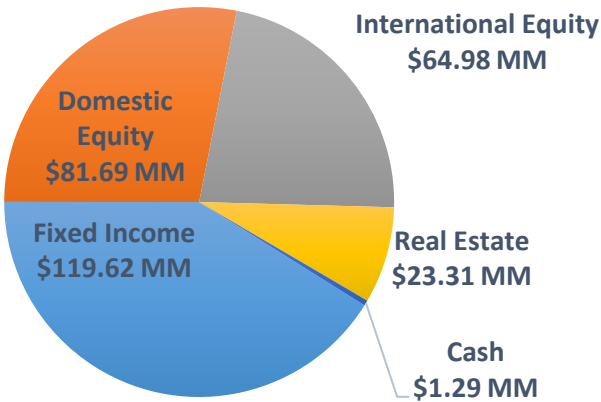
<b>Prelim Health Insurance Fund Balance 1/1/25</b>	<b>4,143,391</b>
Health Insurance Cash Accounts Balance (Including Reserve) 1/1/24	<b>5,730,598</b>
Health Insurance Cash Accounts Balance (Including Reserve) 6/30/2023	<b><u>6,267,735</u></b>

Schools Jan contribution includes premium from Dec2024  
\* includes \$907,682.82 YTD stop-loss reimb      \*\* reduced by \$92,140.06 YTD RX rebates



City of Valdez Permanent Fund

Total Fund \$304.11M as of 6/30/2025



**Providence Health**  
**PROVIDENCE VALDEZ MEDICAL CENTER**  
**Balance Sheet (Whole Dollars)**  
**Reported as of June FY25**

**BAL Balance Sheet WD ERS**  
Entity - 1001  
Printed On 8/26/25 @ 12:43 PM  
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Page - 1 of 1

	<u>June</u> <u>FY25</u>	<u>December</u> <u>FY24</u>
	<u>Actual</u>	<u>Pr. Year</u>
<b>ASSETS</b>		
<u>Current Assets:</u>		
Cash and Cash Equivalents	13,320,760	14,929,441
System Pooled Cash	(1,692,974)	(2,986,077)
Patient Accounts Receivable	7,310,964	6,272,225
Contractual Allowance	(2,241,543)	(1,741,857)
Bad Debt Allowance Patient AR	(462)	-
Other Receivables	2,271,007	209,171
Supplies Inventory	310,648	317,291
Other Current Assets	-	1
<b>Total Current Assets</b>	<b>19,278,400</b>	<b>17,000,195</b>
 <u>Assets Whose Use is Limited:</u>		
 <u>Property, Plant &amp; Equipment:</u>		
Property Plant Equipment Gross	14,879,906	13,264,607
Accumulated Depreciation	(7,654,961)	(7,305,942)
<b>Property Plant Equipment Net</b>	<b>7,224,945</b>	<b>5,958,665</b>
 <u>Other Long Term Assets:</u>		
Other Long Term Assets	129,000	126,000
<b>Total Other LT Assets</b>	<b>129,000</b>	<b>126,000</b>
 <b>Total Assets</b>	<b>26,632,093</b>	<b>23,084,828</b>

	<u>June</u> <u>FY25</u>	<u>December</u> <u>FY24</u>
	<u>Actual</u>	<u>Pr. Year</u>
<b>LIABILITIES &amp; NET ASSETS</b>		
<u>Current Liabilities:</u>		
Accounts Payable	2,410,083	1,003,579
Accrued Compensation	511,067	497,506
Deferred Revenue Unearned Premiums	291,073	282,988
Payable to Contractual Agencies	1,062,588	104,488
Other Current Liabilities	186,578	187,075
Current Portion of Debt	5,832	24,650
<b>Total Current Liabilities</b>	<b>4,467,221</b>	<b>2,100,286</b>
 <u>Long-Term Debt:</u>		
Other Long Term Debt	(1,904)	990
<b>Long Term Debt</b>	<b>(1,904)</b>	<b>990</b>
 <b>Total Other Long Term Liabilities</b>	<b>10,795</b>	<b>8,804</b>
 <b>Total Liabilities</b>	<b>4,476,112</b>	<b>2,110,080</b>
 <u>Net Assets:</u>		
Unrestricted Net Assets	22,038,028	20,857,585
Temporarily Restricted Net Assets	117,953	117,163
<b>Total Net Assets</b>	<b>22,155,981</b>	<b>20,974,748</b>
 <b>Total Liabilities and Net Assets</b>	<b>26,632,093</b>	<b>23,084,828</b>

**Providence Health**  
**PROVIDENCE VALDEZ MEDICAL CENTER**  
**Statement of Operations (Whole Dollars)**  
**Reported as of June FY25**

INC\_OP\_STMT\_WD\_ERS  
Entity - 1001  
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Page - 1 of 1

Month-To-Date			
Actual	Budget	Variance	PY Actual
2,743,183	2,721,227	21,956	3,028,592
292,294	763,065	470,771	875,330
<b>2,450,889</b>	<b>1,958,162</b>	<b>492,727</b>	<b>2,153,262</b>
36,395	26,061	10,334	53,813
<b>36,395</b>	<b>26,061</b>	<b>10,334</b>	<b>53,813</b>
<b>2,487,284</b>	<b>1,984,223</b>	<b>503,061</b>	<b>2,207,075</b>
998,536	998,351	(185)	959,554
244,467	273,465	28,998	261,709
14,540	10,657	(3,883)	41,240
120,309	149,265	28,956	235,906
220,091	221,566	1,475	182,981
77,118	71,947	(5,171)	43,801
32,770	76,040	43,270	134,587
<b>1,707,831</b>	<b>1,801,291</b>	<b>93,460</b>	<b>1,859,778</b>
<b>779,453</b>	<b>182,932</b>	<b>596,521</b>	<b>347,297</b>
<b>779,453</b>	<b>182,932</b>	<b>596,521</b>	<b>347,297</b>
-	-	-	-
<b>779,453</b>	<b>182,932</b>	<b>596,521</b>	<b>347,297</b>
856,571	254,879	601,692	391,098
856,571	254,879	601,692	391,098

	Year-To-Date			
	Actual	Budget	Variance	PY Actual
Gross Service Revenues	15,521,063	15,481,182	39,881	14,933,572
Deductions From Revenue	3,919,028	4,372,827	453,799	4,508,306
Net Service Revenue	11,602,035	11,108,355	493,680	10,425,266
Other Operating Rev	102,047	157,237	(55,190)	258,078
Total Other Operating Revenue	102,047	157,237	(55,190)	258,078
Net Operating Revenue	11,704,082	11,265,592	438,490	10,683,344
Expenses from Operations:				
Salaries and Wages	5,796,282	5,935,830	139,548	5,559,736
Employee Benefits	1,507,624	1,621,675	114,051	1,490,275
Professional Fees Expense	39,349	64,297	24,948	26,752
Supplies Expense	688,773	894,001	205,228	761,626
Purchased Services Expense	1,444,774	1,393,605	(51,169)	1,298,242
Depr, Amort, and Interest	353,153	437,931	84,778	309,913
Other Expenses	395,458	458,775	63,317	463,578
Total Operating Expenses	10,225,413	10,806,114	580,701	9,910,122
Net Operating Income	1,478,668	459,478	1,019,190	773,222
Net Operating Income fully burdened	1,478,668	459,478	1,019,190	773,222
Non-Operating Gain (Loss)	(276)	-	(276)	-
Net Income fully burdened	1,478,392	459,478	1,018,914	773,222
EBIDA Fully Burdened	1,831,821	897,409	934,412	1,083,135
EBIDA	1,831,821	897,409	934,412	1,083,135

*Fully burdened includes allocated costs*

**Providence Health**  
**PROVIDENCE VALDEZ COUNSELING CENTER**  
**Balance Sheet (Whole Dollars)**  
**Reported as of June FY25**

**BAL Balance Sheet WD ERS**  
Entity - 1002  
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Page - 1 of 1

	<u>June</u> <u>FY25</u>	<u>December</u> <u>FY24</u>
	<u>Actual</u>	<u>Pr. Year</u>
<b>ASSETS</b>		
<u>Current Assets:</u>		
Cash and Cash Equivalents	138,899	39,148
System Pooled Cash	(65,340)	(73,544)
Patient Accounts Receivable	97,174	100,930
Contractual Allowance	(47,370)	(49,118)
Other Receivables	44,964	1,709
Other Current Assets	(1)	-
<b>Total Current Assets</b>	<b>168,326</b>	<b>19,125</b>
 <u>Assets Whose Use is Limited:</u>		
 <u>Property, Plant &amp; Equipment:</u>		
Property Plant Equipment Gross	30,338	30,338
Accumulated Depreciation	(30,338)	(29,814)
<b>Property Plant Equipment Net</b>	<b>-</b>	<b>524</b>
 <u>Other Long Term Assets:</u>		
 <b>Total Assets</b>	<b>168,326</b>	<b>19,650</b>

**LIABILITIES & NET ASSETS**

	<u>June</u> <u>FY25</u>	<u>December</u> <u>FY24</u>
	<u>Actual</u>	<u>Pr. Year</u>
<u>Current Liabilities:</u>		
Accounts Payable	19,539	35,471
Accrued Compensation	26,003	24,309
Deferred Revenue Unearned Premiums	28,906	16,032
Other Current Liabilities	(1)	-
<b>Total Current Liabilities</b>	<b>74,447</b>	<b>75,812</b>
 <u>Long-Term Debt:</u>		
 <b>Total Liabilities</b>	<b>74,447</b>	<b>75,812</b>
 <u>Net Assets:</u>		
Unrestricted Net Assets	93,879	(56,163)
Permanently Restricted Net Assets	-	1
<b>Total Net Assets</b>	<b>93,879</b>	<b>(56,162)</b>
 <b>Total Liabilities and Net Assets</b>	<b>168,326</b>	<b>19,650</b>

**Providence Health**  
**PROVIDENCE VALDEZ COUNSELING CENTER**  
**Statement of Operations (Whole Dollars)**  
**Reported as of June FY25**

INC\_OP\_STMT\_WD\_ERS  
Entity - 1002  
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Page - 1 of 1

Month-To-Date			
Actual	Budget	Variance	PY Actual
19,650	67,756	(48,106)	30,470
6,747	30,682	23,935	17,362
<b>12,903</b>	<b>37,074</b>	<b>(24,171)</b>	<b>13,108</b>
41	20,732	(20,691)	17,211
<b>41</b>	<b>20,732</b>	<b>(20,691)</b>	<b>17,211</b>
<b>12,944</b>	<b>57,806</b>	<b>(44,862)</b>	<b>30,319</b>
46,870	53,160	6,290	41,164
12,558	20,713	8,155	20,091
-	793	793	844
4,845	4,763	(82)	3,880
0	0	-	105
3,564	5,295	1,731	2,655
<b>67,837</b>	<b>84,724</b>	<b>16,887</b>	<b>68,739</b>
<b>(54,893)</b>	<b>(26,918)</b>	<b>(27,975)</b>	<b>(38,419)</b>
<b>(54,893)</b>	<b>(26,918)</b>	<b>(27,975)</b>	<b>(38,419)</b>
<b>(54,893)</b>	<b>(26,918)</b>	<b>(27,975)</b>	<b>(38,419)</b>
(54,893)	(26,918)	(27,975)	(38,314)
(54,893)	(26,918)	(27,975)	(38,314)

	Year-To-Date			
	Actual	Budget	Variance	PY Actual
Gross Service Revenues	153,106	406,534	(253,428)	244,373
Deductions From Revenue	68,799	184,089	115,290	108,533
Net Service Revenue	84,307	222,445	(138,138)	135,840
Other Operating Rev	144,854	125,081	19,773	136,157
Total Other Operating Revenue	144,854	125,081	19,773	136,157
Net Operating Revenue	229,161	347,526	(118,365)	271,997
Expenses from Operations:				
Salaries and Wages	216,135	314,873	98,738	245,633
Employee Benefits	77,770	122,568	44,798	122,151
Supplies Expense	170	4,782	4,612	4,646
Purchased Services Expense	25,266	28,736	3,470	34,985
Depr, Amort, and Interest	524	524	-	629
Other Expenses	59,254	31,947	(27,307)	21,447
Total Operating Expenses	379,119	503,430	124,311	429,491
Net Operating Income	(149,958)	(155,903)	5,945	(157,493)
Net Operating Income fully burdened	(149,958)	(155,903)	5,945	(157,493)
Net Income fully burdened	(149,958)	(155,903)	5,945	(157,493)
EBIDA Fully Burdened	(149,434)	(155,379)	5,945	(156,864)
EBIDA	(149,434)	(155,379)	5,945	(156,864)

*Fully burdened includes allocated costs*



## Legislation Text

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**File #:** 25-0390, **Version:** 1

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**ITEM TITLE:**

July 2025; Monthly Treasury Report

**SUBMITTED BY:** Casey Dschaak, Budget and Policy Analyst

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file

**SUMMARY STATEMENT:**

Monthly treasury report as required by VMC 3.04.050



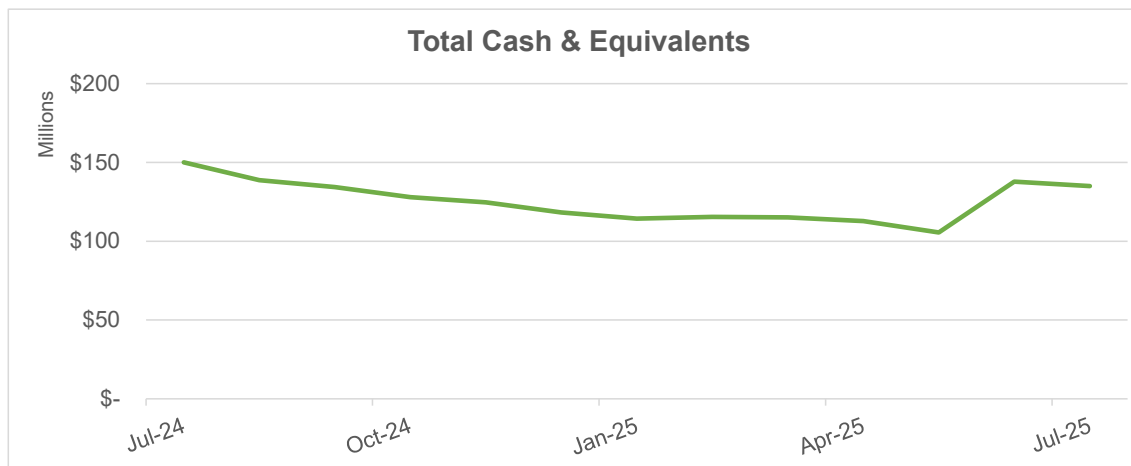
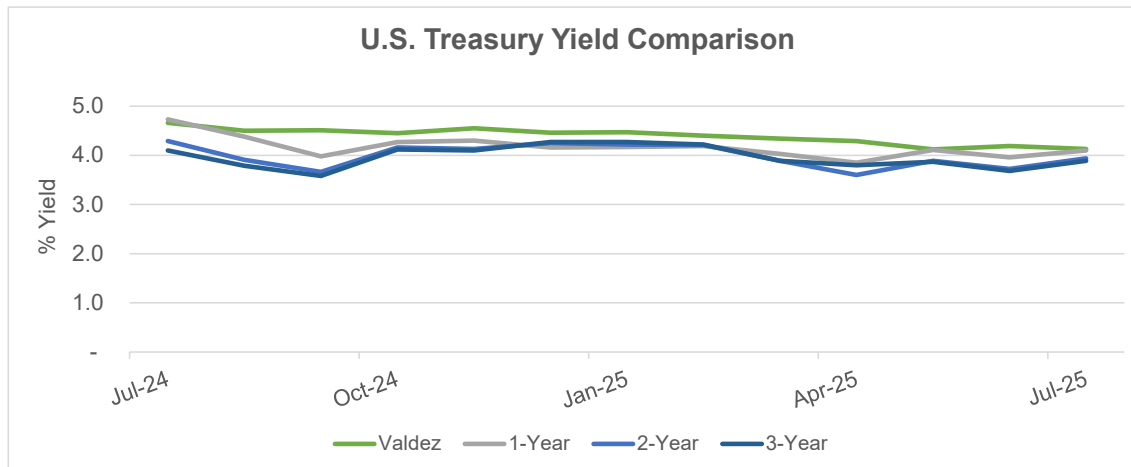


# Monthly Treasury Report

Period Ending: July 31, 2025

Prepared By: Casey Dschaak, Financial Analyst

		<u>Begin</u> <u>Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>End</u> <u>Balance</u>	<u>Yield</u> <small>Notes</small>
<b>Central Treasury</b>		<b>137,838,912</b>	<b>179,695,433</b>	<b>(182,609,658)</b>	<b>134,924,687</b>	<b>4.13%</b>
Central Treasury	Principal	65,201,800	14,065,412	-	79,267,212	4.30%
Money Market	Wells Fargo	5,839,003	49,527,311	(18,950,000)	36,416,314	4.24%
SLG Account	USB	15,969,023	46,118	-	16,015,142	3.31%
Checking	Wells Fargo	1,101,571	92,697,085	(92,743,153)	1,055,503	0.00%
Payroll	Wells Fargo	(20,825)	2,016,845	(2,007,528)	(11,508)	0.00%
Sweep	Wells Fargo	49,748,340	21,342,662	(68,908,977)	2,182,024	4.22%
<b>Restricted</b>		<b>4,814</b>	<b>3</b>	<b>-</b>	<b>4,817</b>	<b>0.78%</b>
Police	Wells Fargo	4,814	3	-	4,817	0.78%
<b>Total</b>		<b>137,843,726</b>	<b>179,695,436</b>	<b>(182,609,658)</b>	<b>134,929,504</b>	<b>4.13%</b>





# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 25-0385, **Version:** 1

---

**ITEM TITLE:**

City Manager Report

**SUBMITTED BY:** Nathan Duval, City Manager

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive & File

**SUMMARY STATEMENT:**

Attached report outlines events since the last Council meeting. Verbal update provided in conjunction with report.

### Council Priorities

- **Child Care** [Complete an operating, active, licensed childcare facility by Fall 2026]
  - Work underway @ HHES for District office relocation
  - Met with Architects & Head Start for District Office Remodel
  - Head Start has a lease at the Royal Center and is looking to hire staff to begin operations this winter.
  - Received agreement for Child Care Earmark
- **Housing** [Increase housing stock by Fall 2027, utilizing the housing needs survey]
  - Housing Subcommittee to present recommendation at 9/11 work session
- **Maintenance** [Annually appropriate funds toward deferred maintenance on critical infrastructure]
  - Project status update on 2<sup>nd</sup> meeting of every month
- **Modernize Aging Infrastructure** [Annually modernize aging infrastructure, while leveraging natural and transportation assets, to expand: Outdoor Recreation, Tourism, Maritime, Community]
  - Working with departments to appropriately budget operational means of promoting existing infrastructure for 2026 and work with potential users on needed upgrades.

### Essential Air Service

- Reeve began service in to Valdez. Looking to improve online booking and begin operations to Fairbanks later in the fall

### Legislative Interactions

- Attended CGC Blacktip Re-homeporting ceremony 8/22
- Attended meeting with Rear Admiral Little in Valdez (Arctic District) 8/28

### Operations & Initiatives

- Budget reviews begin 9/1

### Personnel

- Employee Appreciation Picnic postponed till 9/4 due to weather
- Capital Facilities Director recruitment ongoing.
- Directors' Derby 8/25, ACM/Director Nelson was the winner with an 11.6lb silver

### Projects

- Meals Hill Ribbon Cutting to coincide with State Parks Conference on September 11<sup>th</sup>; will be publicly available prior.
- See Monthly Project Report for other updates



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 25-0382, **Version:** 1

---

**ITEM TITLE:**

September 2025 Council Calendar

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

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

n/a

**SUMMARY STATEMENT:**

The September 2025 City Council calendar is attached for review.

# SEPTEMBER 2025

## Valdez City Council Calendar



	1 <b>Labor Day – COV Offices Closed</b>	2 6 PM – Council Work Session – Perm Fund Annual Meeting  7 PM – City Council Regular Meeting	3	4	5	6
7	8 7 PM – School Board Meeting	9	10 Noon – VCVB Board  7 PM – Planning & Zoning Commission	11 Noon – VMHA Board  <b>5 PM – Meals Hill Grand Opening</b>  6:30 PM Council Work Session – Housing Subcommittee Recommendations	12	13
14	15 5 PM – Beautification Commission  7 PM – Ports & Harbors Commission	16 6 PM – Council Work Session – TBD  7 PM – City Council Regular Meeting	17 7 PM – Economic Diversification Commission	18	19	20
21	22 7 PM – School Board Meeting	23	24 7 PM – Planning & Zoning Commission	25	26	27
28	29	30				

Note 1: This calendar is subject to change. Contact the Clerk's Office for the most up-to-date information.

Note 2: Unless otherwise indicated, all meetings occur in Valdez Council Chambers.

Updated 8/27/25