



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, December 19, 2023

7:00 PM

Council Chambers

Regular Meeting

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC BUSINESS FROM THE FLOOR

V. RESOLUTIONS

1. [#23-68 - Approving Port Valdez Company Memorial Art Installation at Meals Hill](#)
2. [#23-69 - Accepting the Proposal from Valdez Veterinary Services, LLC for Development of Lots 4A, 6-7, and 9B, Block 33, Mineral Creek Subdivision, and Authorizing the City Manager to Negotiate the Terms of Sale](#)
3. [#23-70 - Adopting an Alternative Allocation Method for the FY24 Shared Fisheries Business Tax Program and Certifying that this Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in FMA15: Prince William Sound Area](#)
4. [#23-71 - Accepting an Award from the State of Alaska Department of Corrections for the Purchase of Technology Upgrades of Capital Equipment Benefiting the Jail and Authorizing the Expenditure in the Amount of \\$43,000](#)
5. [#23-72 - Amending the 2023 Budget by Accepting Alaska Division of Homeland Security and Emergency Management Grant Funds in the Amount of \\$9,076.41](#)
6. [#23-73 - Authorizing the City Clerk to Dispose of Certain City Records](#)
7. [#23-74 - Authorizing an Airport Terminal Building Sublease with Alaska Wing Civil Air Patrol](#)
8. [#23-75 - Naming Rates and Fees for Use of Facilities in the Valdez Harbors and Repealing Resolution No. 23-19 Formerly Naming Such Rates and Fees](#)

VI. REPORTS

1. [Mariculture Report](#)
2. [Status of the Municipal Entitlement Selection Program of the City of Valdez](#)
3. [Quarterly Financial Summary Reports: September 30, 2023](#)

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

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

VIII. COUNCIL BUSINESS FROM THE FLOOR

IX. ADJOURNMENT

X. APPENDIX

1. [Legal Billing Summary - October and November 2023](#)



Legislation Text

File #: RES 23-0068, **Version:** 1

ITEM TITLE:

#23-68 - Approving Port Valdez Company Memorial Art Installation at Meals Hill

SUBMITTED BY: Nathan Duval, Assistant City manager/Capital Facilities Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Resolution #23-68 approving Port Valdez Company Memorial Art Installation at Meals Hill

SUMMARY STATEMENT:

The Meals Hill sales agreement includes a provision within the Terms of Sale for the installation of a public memorial art piece. The terms of the agreement state "All enhancements to the Property... shall be subject to approval by the applicable planning authority of the City and by the Valdez City Council".

The attached resolution is intended to serve as the formal approval of the art installation at Meals Hill referenced above.

The design was discussed with the City Council at the November 21, 2023, regular meeting. Council conversation included a desire to include a narrative or greater interpretation of the Exxon Valdez Oil Spill. Council member Love, Council member Devens and Council member Foster agreed to form a sub-committee to further discuss the topic. Port Valdez Co Representative, John Clark, has offered to consider modifications to emphasize the spill. Additional interpretative panels relating to the spill and EVOS are going to be installed along the trail outside the scope of the artwork (draft panels included for reference).

To date Council has expressed a desire to not expend public funds on the artwork.

Attachments to the resolution include the presented art piece, a sketch of the location for the art at the entrance, the Bureau of Land Management letter of non-objection and a recommendation from the sub-committee.

CITY OF VALDEZ, ALASKA

RESOLUTION #23-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, APPROVING PORT VALDEZ COMPANY MEMORIAL ART
INSTALLATION

WHEREAS, the City of Valdez (“City”), The Port Valdez Company, Inc. (“Port Valdez Company”), and the Bureau of Land Management (“BLM”) entered into a Purchase and Sale Agreement (“Agreement”) for Meals Hill Parcels effective April 16, 2019; and

WHEREAS, the Agreement provided for the use of *Exxon Valdez* Oil Spill Trustee Council funds for the purchase and required the recording of a Conservation Easement; and

WHEREAS, the Agreement provides Port Valdez Company the option to install enhancements in the form of “a memorial that both aesthetically blends with the natural features of the Property, ensures the protection of the Conservation Values as set forth in the Conservation Easement, and in all other ways is consistent with the terms and conditions of the Conservation Easement”; and

WHEREAS, the Agreement requires that the City Council and the Bureau of Land Management (“BLM”) provide a finding of consistency for the design concept and the enhancements; and

WHEREAS, the City and Port Valdez Company entered into a Commission Agreement with Classic Foundry, LLC for the creation and installation of the enhancements; and

WHEREAS, the BLM has issued a letter of non-objection attached hereto confirming compliance with the conservation easement provisions; and

WHEREAS, the City has agreed to provide site preparation work, which is within the scope of work presently contemplated on the property; and

WHEREAS, the City Council desires to approve the installation of the enhancements in a form substantially similar to the design renderings attached hereto as Appendix A at the site identified in Appendix B.

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

Section 1. The City of Valdez approves the installation of the enhancements in a form substantially similar to the design renderings attached hereto as Appendix A at the site identified in Appendix B.

Resolution #23-68
Page 2

Section 2. Installation of the enhancement shall only occur following issuance of a written notice to proceed by the Capital Facilities Director.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



City of
VALDEZ

Mission:

**"To cultivate an environment of opportunity,
sustained prosperity, and
well-being for all people of Valdez"**

November 21, 2023

VALDEZ RISING

“Suacit”

[Soo-Wa-Chit]

*“The People From The Place That
Rises Into View”*

www.valdezrising.com

Valdez Rising – *Suacit*

The Project

To open the new revitalized trails at Meals Hill, Alaska Community Foundation (ACF) is working in partnership with The Port Valdez Company (PVC) and the City of Valdez to develop a public art installation entitled *Valdez Rising – Suacit* [The People From The Place That Rises Into View]. We have worked with the City of Valdez and community leaders, including Anna Bateman and Diane Selanoff, the local tribal administrators, in a competitive selection design process to construct a public art experience that will highlight the history of the Community of Valdez, and the connection between its residents and the future.

OLD TOWNSITE OR "HAZELETVILLE"

IN 1900 THE ORIGINAL DEBARKATION
POINT FOR TRAVELLERS AND SUPPLIES ;
PASSENGERS BEING LANDED BY SHIPS BOAT,
ANIMALS BY SWIMMING ASHORE.

IN 1903 LAND WAS CLEARED AND BUILDINGS
ERECTED: LATER THE COPPER RIVER AND NORTH-
WESTERN RAILROAD PLANNED TO USE THIS SITE
FOR ITS OCEAN TERMINAL. THESE PLANS
WERE ABANDONED. IN 1911 MINING ACTIVITY
UP MINERAL CREEK REMEVED INTEREST IN THE
OLD TOWNSITE. THIS WAS SHORTLIVED, AND THE
WELL-SHELTERED AREA OF A COUPLE THOUSAND
ACRES (MOSTLY PRIVATELY-OWNED) WITH
ACRES CLEARED THRU HEAVY TIMBER
BECAME DORMANT. NATURE GRADUALLY
TOOK OVER AND OBSCURING MAN'S
WORK.

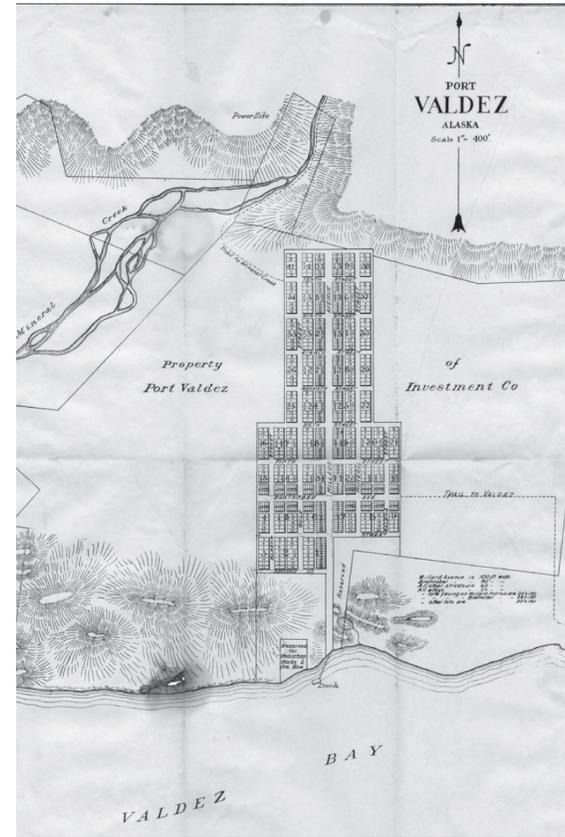
VALDEZ C of C

1901

“Juneau is full of talk about Valdez. Townsite is talked, and if any knew I had the papers in my grip which told where the town would be, likewise the railroad, they would be excited sure.”

—George C. Hazelet

The Port Valdez Investment Co.
a.k.a “Hazelet’s Hay Ranch” or “Hazeletville”
property sales plat.

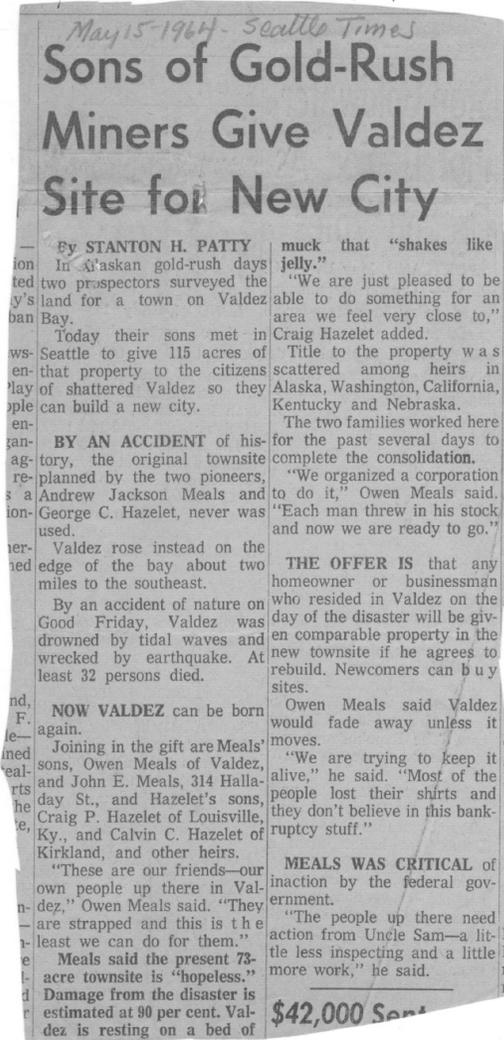


The Port Valdez Investment Co., a.k.a. “Hazelet’s Hay Ranch” or “Hazeletville” property sales plat. Courtesy of Mary Ellen Murphy Collection.

1964

“Certainly, they can have the land. It’s a gift to the citizens of Valdez. I believe Valdez can come back—if we keep politics out of the decisions. The spirit here is good so far, but this town needs help—the kind of help the government hands out all the time to Europe and Asia. If we don’t get it, most of the people here will have to gather up what few assets they have and call it a day.”

—Owen Meals, April 1964



MEALS HILL TRAILHEAD
Public Art Installation
at
“Hazelet & Meals Avenues”

MEALS HILL PARKLANDS

Meals Hill is 184 acres of public land located near the Valdez Ferry Terminal that is permanently protected by a conservation easement, ensuring it will remain open to the public for recreation and that its valuable wildlife habitat will remain undeveloped. It is a recreational destination for the City of Valdez and the many tourists that come to Valdez each year.

MEALS HILL PARKLANDS HISTORY

In October 2019, The Port Valdez Company, Inc. (PVC) transferred 184 acres of land, known as "Meals Hill," to the City of Valdez to become a conservation easement. The land will remain undeveloped and used as a protected wildlife habitat and public recreation area.

The Great Land Trust facilitated the purchase of the property using Exxon Valdez Oil Spill (EVOS) Trustee Council funds. The Port Valdez Company worked with Great Land Trust, the Bureau of Land Management, the U.S. Fish and Wildlife Service Coastal Program, the State of Alaska, and the City of Valdez to complete the transfer of the land. The City of Valdez manages the new public recreation area.

The Port Valdez Co. & City of Valdez Sales Agreement

- **Following is the language in the Sales Agreement we must satisfy before any approval is granted found under 3. Terms of Sale para. (c) on page 3 of 29:**
- *In support of the enhancements contemplated herein, the Seller agrees upon the sale of said Property, to set aside in escrow ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) toward a goal of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) in a matching grant fund to fund a design competition and production of an appropriate memorial that will recognize the family partnership of The Port Valdez Company, Inc., and its founders, George Cheever Hazelet and Andrew Jackson Meals. This partnership was instrumental in the founding of Valdez, Alaska and Cordova, Alaska during the Great Alaska Gold Rush of 1898 and early 20th century. It is the desire of The Port Valdez Company, Inc., not only to recognize its partnership, but the spirit of the many Alaskan partnerships that ushered the Alaska Territory into statehood and these United States of America. A committee of local and statewide leadership (“Design Committee”) shall be formed and chaired by The Port Valdez Company, Inc. If the \$250,000.00 goal is not matched or no matching-fund monies are raised to match the grant offering within three (3) years of the sale of the Property, the \$100,000.00 will revert back to The Port Valdez Company, Inc. An “appropriate memorial” means a memorial that both aesthetically blends with the natural features of the Property, ensures the protection of the Conservation Values as set forth in the Conservation Easement, and in all other ways is consistent with the terms and conditions of the Conservation Easement. At least 6 months prior to any planned construction or installation, the Design Committee shall forward any design concepts to the City and the Bureau of Land Management for review, comment, and finding of consistency. All enhancements to the Property contemplated in this paragraph shall be subject to approval by the applicable planning authority of the City and by the Valdez City Council.*

Monument to two guys on horses pointing to the gold fields!

Founder A



Founder B



The Valdez Story

Through community leadership meetings the “monument” became a “Public Art Installation” that tells the story of a community that refused to quit. A community story steeped in strength of character, resilience and persistence.

“Valdez Rising”

A community space for conversations, reflection and contemplation of the future.

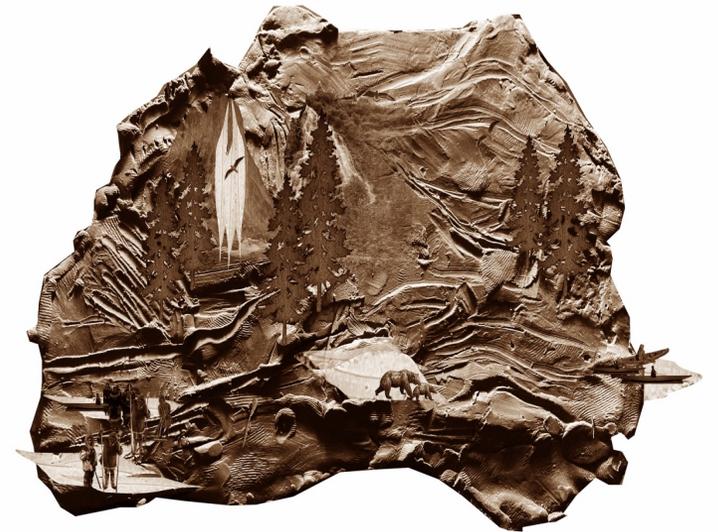
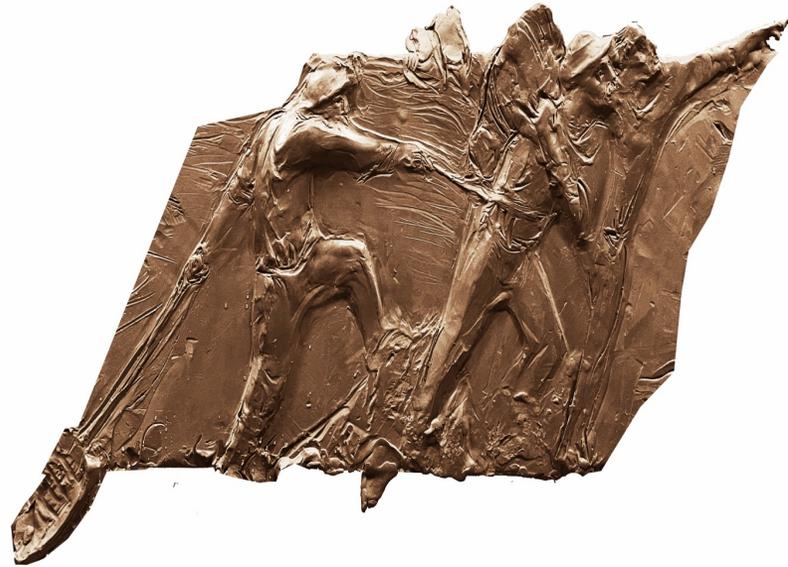
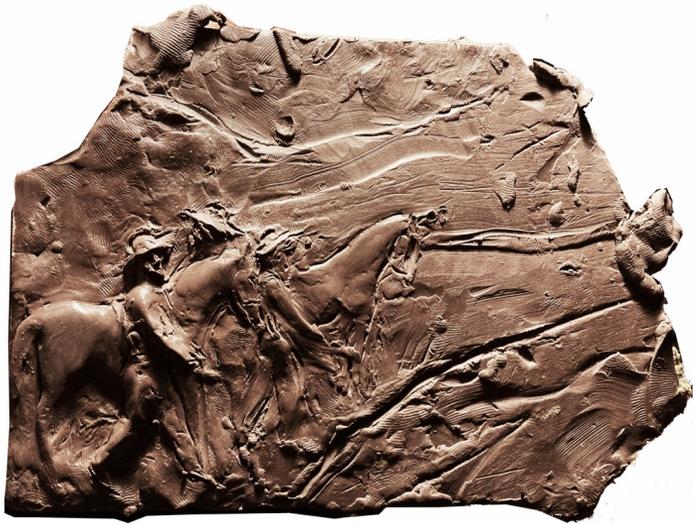




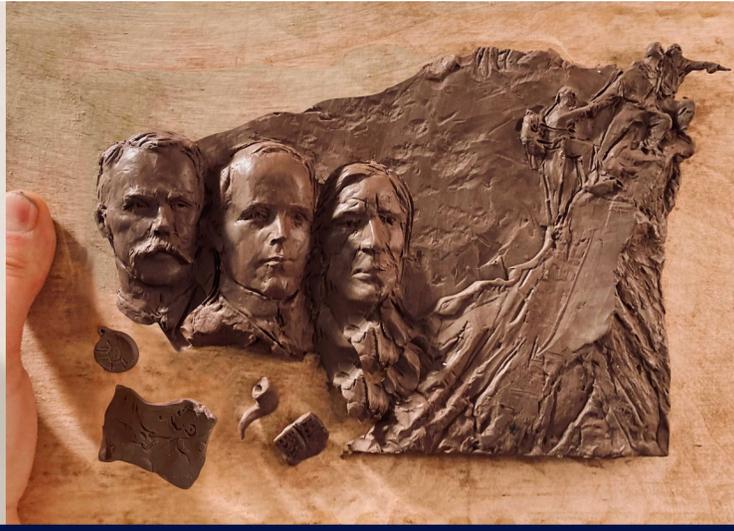
Panels in Bas Relief

- Proposed materials for Meals Hill sculpture:
 - Three 4 feet X 6 feet Bronze (natural color and patina)
 - Lighting
 - Stone Monoliths
 - Embedment epoxy material & wall anchors

December 21, 2021 City of Valdez Council Meeting



May 5, 2023 Valdez Community Meeting



NOVEMBER
21, 2023
City of Valdez
Council
Meeting



Always Looking Forward

In the early 1900s, city leaders George Cheever Hazelet and Andrew Jackson Meals dreamed of moving the original site of Valdez to higher, more stable ground. Long after they were gone, their vision was finally realized.

The 1964 earthquake was the defining moment. What is now known as "Old Town" was devastated. The descendants of both men responded by revitalizing the old partnership of 1898. They formed The Port Valdez Company to donate 115 acres of land, where the failed "Hazeletville" development once stood, so the City of Valdez could rebuild and thrive again.

Valdez Rising – Suacit "The People From the Place That Rises Into View"

These sculptures at the gateway to the Meals Hill parklands and trails celebrate the history and culture of the City of Valdez and the collaborative spirit of those who built it. That spirit was inspired by the longtime leadership of George Cheever Hazelet and Andrew Jackson Meals, and the Native Alaskans they relied on. The lives of these two prospectors and uncommon entrepreneurs tell the story of the "many" who journeyed over the Valdez Glacier into the Alaskan Gold Fields in 1898. It was strength and character like theirs that built Valdez and led the Alaska Territory into statehood in 1959.

[A. Plaque]

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[B. Plaque]

VALDEZ RISING

“Suacit”

[Soo-Wa-Chit]

“The People From the Place That Rises Into View”

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The lives of these two prospectors and uncommon entrepreneurs tell the story of the “many” who journeyed over the Valdez Glacier into the Alaskan Gold Fields in 1898. It was strength of character like theirs, persistence and resilience of common goals that built Valdez and led the Alaska Territory into statehood in 1959.

[C. Signature Plaque]

VALDEZ RISING

“Suacit”

“The People From the Place that Rises into View”

1898

George Cheever Hazelet, Andrew Jackson Meals, and Tl’adets (a.k.a. “Indian Charlie”) ascend the Valdez Glacier to find Gold and Copper but more importantly define the early “soul” of what would become

The Community of Valdez, Alaska

Founded 1901

Sculpture 2024, by Ion Onutan, Gegham Abrahamyan, Tsonivar Muradyan, Grigoriy Reva, Gar LaSalle – Classic Foundry, Seattle, Washington U.S.A.

Donated by: The Port of Valdez Company, Harris Sand & Gravel Company

and the Citizens of Valdez

www.valdezrising.com



Information added to existing website: www.valdezalaska.org

Page 1:

Title: VALDEZ RISING “SUACIT” – The People From The Place That Rises Into View
(with photos of the art installation)

Page 2:

Meals Park Map (with “you are here”)

- Links to the three Panel narratives
- Links to:
 - History of Hazelet and Meals, Native Alaskans and Valdez History
 - Book links:
 - *Hazelet’s Journal* - Hazelet
 - *Ice Bound Empire* – Tower
 - *The Native People of Alaska* - Langdon
 - *Alaskan History* – in Brief - Barnett
 - *Valdez Rises* - Gregory
 - Other Valdez resources (www.visitvaldez.com)

CENTER PANEL



Center Panel Narrative

In 1898 George Cheever Hazelet and Andrew Jackson Meals made their way from their homes in Nebraska and joined the thousands of pioneers who ventured into Alaska's vast, frozen north to prospect for the rich natural resources buried within.

Their story, a life-long adventure chronicled in books like *Hazelet's Journals* and *Icebound Empire*, is one of persistence, courage and endurance - two determined souls leaning relentlessly forward and upward against overwhelming odds of success.

Guided by resourceful native Alaskan's like Tl'adet, Hazelet and Meals carved the first trails into the Alaskan Copper River interior. Hazelet, a modest but extremely resourceful visionary, recognizing the importance of an accessible coastal terminal, founded the townships of Valdez and Cordova. The citizenry of Cordova elected the highly respected Hazelet as its first mayor and the Republican party nominated him as their gubernatorial candidate for the Alaskan territory. Meals settled in Valdez and with his family, developed important transportation and construction enterprises.

Undaunted by personal tragedies, the inevitable vicissitudes of a harsh, unforgiving wilderness, and the political tribulations that accompany new enterprise, they never gave up.

Center Panel Sculpture Imagery

- George Cheever Hazelet and Andrew Jackson Meals, their efforts aided by Tl'adets (a.k.a.) "Indian Charlie", climb up a steep glacier pass - all of them attempting to move a sled loaded with supplies to a cache for their long prospecting journey.
- Tl'adets guides them, pointing to something up ahead
- George Hazelet struggles to pull the sled while he peers forward to where Tl'adet is pointing
- Jack Meals strains to pull the sled from the middle

LEFT PANEL



Left Panel Narrative

The Native Alaskan presence in the Valdez area had never been recorded before the arrival of enterprising non-native pioneers in 1792. However, it is likely that Tl'adet, known by many prospectors as “Indian Charlie”, was from one of the three migratory main cultural descendants of aboriginal Native Alaskan tribal peoples. For thousands of years these tribes consistently used the Prince William Sound and the Copper River Basin for hunting and fishing:

The *Ahtna* are an Athabascan tribe, also known as “Copper River Natives.” Their homeland is located in the Copper River area of southern Alaska.

The *Sugpiaq* or *Chugach*, now known as “Alutiiq.” These were the maritime people who live around Prince William Sound and the Alaska Peninsula and share some cultural traits with both the Aleut and Yup'ik peoples, and

The *Eyak* people who live in the Copper River Delta, and whose territory has changed over time, moving southward from the Alaskan interior. They have often been associated with Northwest Coast tribes such as the Tlingit, and Haida, but they retain their own distinct language and culture.

Hazelet and Meals repeatedly acknowledged their reliance on Tl'adet to help them successfully explore the region. It is certain that the survival and enterprising efforts of many other prospectors would have been impossible, had they not relied on the early guidance of Native Alaskans, whose inherent knowledge of the area was profound.

Left Panel Sculpture Imagery

- Native Alaskans in kyaks harpoon whales
- Thatch Huts on shore
- Native Alaskans fish, hunt
- Bears, birds, Natural beauty
- Volcanic eruptions
- Glaciers
- Seals, Bears, rivers teeming with Salmon

RIGHT PANEL



Right Panel Narrative

Valdez, a thriving community nestled on the shore of a bountiful region abounding with natural resources and beauty, provides great opportunity for the families that live here. The history of the Valdez community rich with stories that relate these common themes:

Perseverance and Durability in the face of overwhelming adversity and dramatic climate challenges,
Hope for the future with Community Cooperation,
Love and Responsible Stewardship of the environment and its awe-inspiring beauty and bounty,
Respect for the Past, the Native Alaskan predecessors and those pioneers who founded the Valdez home that so many people love.

To learn more about the Valdez story, here are links to these sources:

Books about the Pioneers and Native Alaskans:

Hazelet's Journal - by George Cheever Hazelet

Icebound Empire - by Elizabeth Tower

The Native People of Alaska - by Steve Langdon

Alaskan History - in Brief - by James Barnett

Valdez Rises - by Tabitha Gregory

www.valdezalaska.org

www.visitvaldez.com

Right Panel Sculpture Imagery

- First contact, Russian, Spanish, French, English and American interacting with Native Alaskans
- Gold Rush – prospectors panning for gold
- Horsetail & Bridal Falls
- Railroad tunnel in Keystone Canyon
- Earthquake and Exxon Valdez Oil spill
- Valdez Community with Families, Homes, Children playing
- Native Tribal “Starring Ceremony” a symbol of hope and community unity for the future

NOVEMBER
21, 2023
City of Valdez
Council
Meeting



Estimated BUDGET*

- Design and fabrication of completed sculpture and lighting installation: \$182,500
(cost of materials, labor, contingency*)
- Web Page design: \$3,000.00
- Equipment rental for installation: \$4000.00
- Transportation of completed work from Seattle to Valdez: \$12,000
- Airfare (6 round trip visits LaSalle and/or Onutan): Delta Air: Seattle - Anchorage: \$4050.00 Airfare (6 round trip visits LaSalle and/or Onutan): Raven Air: Anchorage - Valdez: \$6,000
- Lodging (20 days LaSalle and/or Onutan) spread over 12 months) Hotel: \$4800.00
- Meals: (20 days LaSalle and/or Onutan) spread over 12 months \$2,400
- Quarry, transport and installation of three 3'x4'x12' shale stone columns as backdrop for completed sculpture, plus 3 stone seats & 1 stone table \$30,000

Total: \$244,700.00

Funding

Through the Meals Hill sales agreement The Port Valdez Company has
Set aside a matching grant of\$100,000

In collaboration with the Alaska Community Foundation The Port
Valdez Company, Inc. secured a Grant from the Rasmuson
Foundation.....\$ 25,000

Brick Sales **to date** 75 bricks @\$250 each.....\$ 18,750

Total to date\$143,750



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Glennallen Field Office
P.O. Box 147
Glennallen, Alaska 99588
www.blm.gov/alaska

In Reply Refer To:
2160 (AKA02000)
AA095494

Sent via Email

John H. Clark
The Port Valdez Company, Inc
520 Old Stone Road
Louisville, Kentucky 40207

Dear Mr. Clark,

In response to your email, dated March 15, 2023, the BLM has reviewed the information provided.

Thank you for the opportunity to review this proposal. BLM has no objections to this Founders Memorial and find it to be in compliance with the EVOS property plan and easement.

If you have questions or concerns regarding this matter, please contact Rhonda Williams, Realty Specialist, by calling (907) 822-3217, or email rwilliam@blm.gov.

Sincerely,

**MARNIE
GRAHAM** Digitally signed by
MARNIE GRAHAM
Date: 2023.11.17
14:37:18 -09'00'

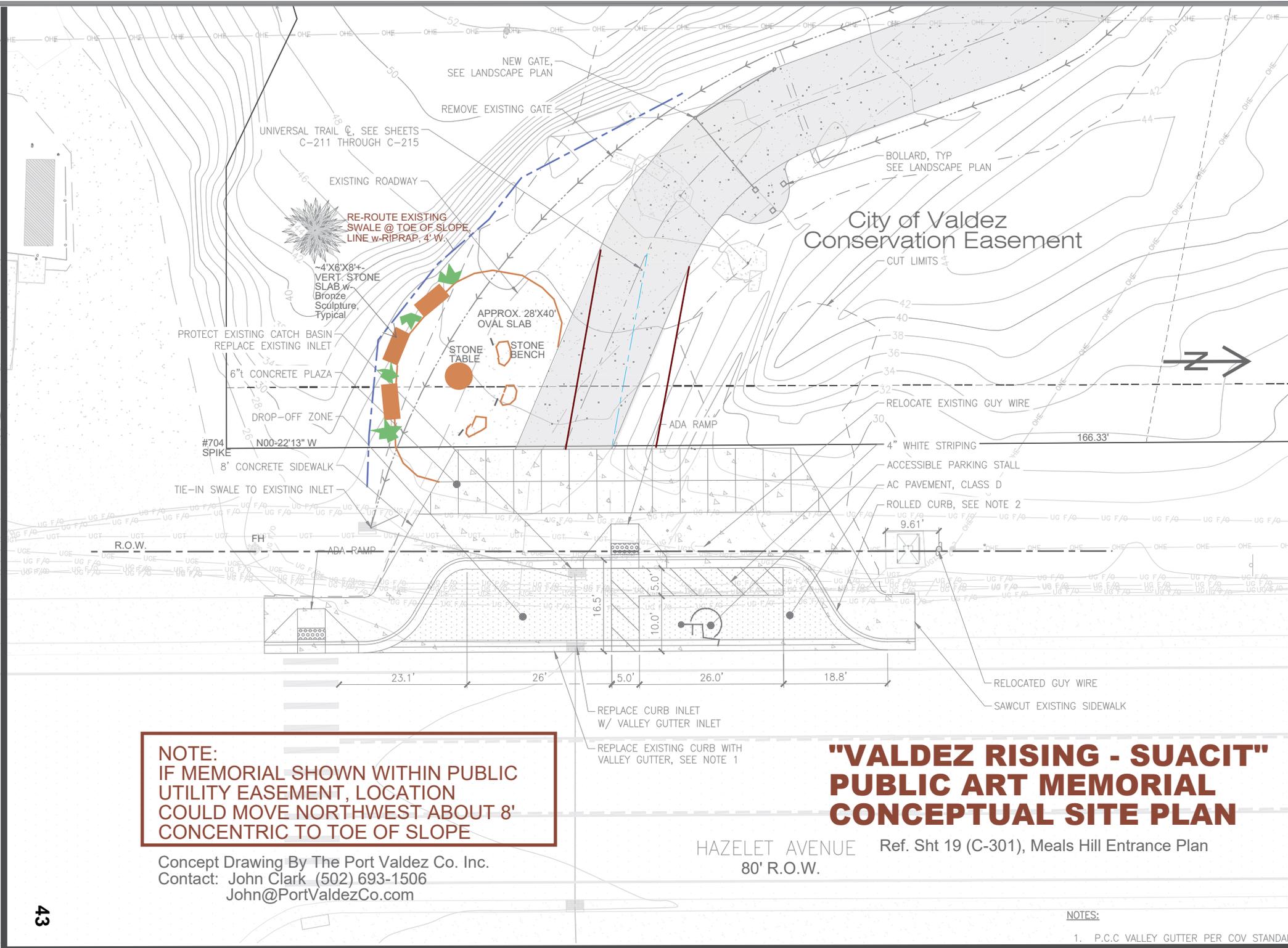
Marnie Graham
Field Manager

APPROVAL TO MOVE FORWARD
with
Valdez Rising – *Suacit*

“The People From The Place that Rises Into View”

The Port Valdez Company seeks approval from the City Council of Valdez to move forward with this “Public Art Installation” so the bronze casting production can be scheduled and the site design and preparation can be finalized for Fall 2024 ribbon cutting.

Many Thanks
to the
City Council of Valdez
for their consideration and approval.



City of Valdez
Conservation Easement

NOTE:
IF MEMORIAL SHOWN WITHIN PUBLIC UTILITY EASEMENT, LOCATION COULD MOVE NORTHWEST ABOUT 8' CONCENTRIC TO TOE OF SLOPE

"VALDEZ RISING - SUACIT" PUBLIC ART MEMORIAL CONCEPTUAL SITE PLAN

Concept Drawing By The Port Valdez Co. Inc.
Contact: John Clark (502) 693-1506
John@PortValdezCo.com

HAZLET AVENUE Ref. Sht 19 (C-301), Meals Hill Entrance Plan
80' R.O.W.

NOTES:
1. P.C.C VALLEY GUTTER PER COV STAND



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Glennallen Field Office
P.O. Box 147
Glennallen, Alaska 99588
www.blm.gov/alaska

In Reply Refer To:
2160 (AKA02000)
AA095494

Sent via Email

John H. Clark
The Port Valdez Company, Inc
520 Old Stone Road
Louisville, Kentucky 40207

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Marnie Graham
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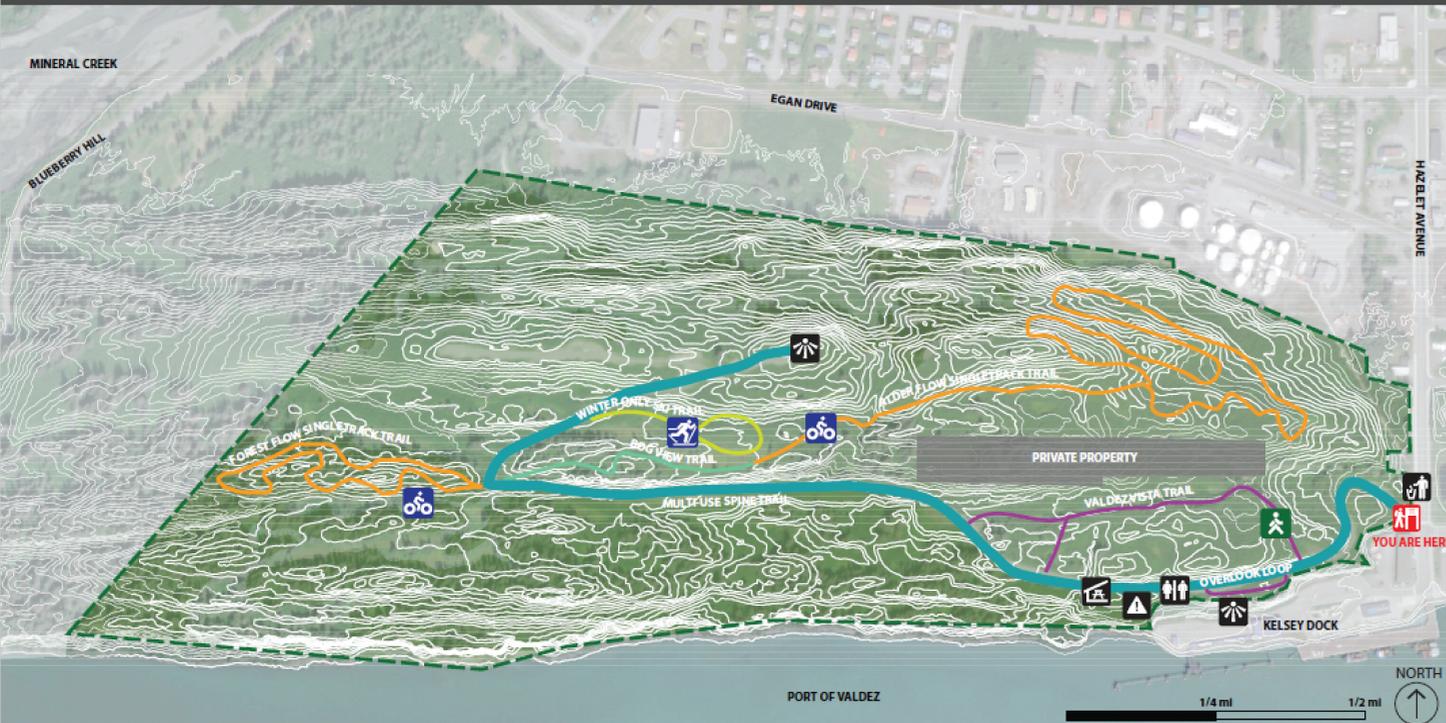


MEALS HILL PARK

TRAIL ETIQUETTE



TRAIL MAP



LEGEND

- PARK BOUNDARY
- PRIVATE PROPERTY
- 10' CONTOURS
- RESTROOM
- SCENIC VISTA
- COVERED SHELTER
- TRASH CAN
- EXPOSED CLIFFS
- TRAILHEAD (YOU ARE HERE)

TRAIL TYPES

- MULTI-USE SPINE TRAIL
- SECONDARY MULTI-USE TRAILS
- HIKING ONLY TRAILS
- MOUNTAIN BIKE TRAILS
- WINTER ONLY TRAIL
- BIKE ONLY
- HIKE ONLY
- WINTER ONLY

TRAIL	LENGTH	DESCRIPTION
MULTI-USE SPINE TRAIL	1.2 mi	This is the main artery of the trail system, a wide path that leads you up to the high point of Meals Hill.
OVERLOOK LOOP	0.04 mi	The Overlook Loop provides seating and views of the harbor. The trail will lead to the shelter and toilet.
VALDEZ VISTA TRAIL	0.3 mi	The Valdez Vista Trail is a hiking only trail that begins with an over 10% grade but flattens out and provides great views.
BOG VIEW TRAIL	0.2 mi	Multi-use trail open to hikers, bikes, skis. Ungroomed.
FOREST FLOW MOUNTAIN BIKE TRAIL	0.5 mi	Natural surface non motorized singletrack trail with limited technical features suitable for beginner and intermediate riders. No hiking.
ALDER FLOW MOUNTAIN BIKE TRAIL	2.0 mi	Natural surface with banked turns for intermediate riders. No hiking.

Meals Hill: A Place for People to Experience The Dynamic Landscapes of Valdez

Park History

The Valdez region was settled by Sugpiaq, Eyak and Ahtna Native peoples. These tribes hunted, fished, and traded in the area for thousands of years.

During the Klondike gold rush of the late 1800s, what is known today as Meals Hill became part of a 700 acre claim by two entrepreneurs, George Cheever Hazelet and Andrew Jackson Meals.

Over the turn of the century and through the early decades of the 1900s Valdez developed into a city, but the historic townsite was destroyed in the infamous Good Friday earthquake of 1964.

To assist with the town relocation, the descendants of Meals and Hazelet formed The Port Valdez Company. In the aftermath of the earthquake, The Port Valdez Company worked with the city to relocate the townsite to Meals and Hazelet homestead lands. As the new Valdez townsite grew, The Port Valdez Company continued to look for development opportunities on their remaining holdings. As a landmark with 360-degree views of the port, mountains, and town, Meals Hill had always been valued for its unique features. In 2019, the Port Valdez Company agreed to sell the Meals Hill property to COV for use as a city park.

Conservation & Stewardship

The purchase of the Meals Hill Park property was funded in part by a grant from the Exxon Valdez Oil Spill Trustee Council (EVOSTC). EVOSTC was formed to oversee the restoration of the ecosystem injured by the oil spill through the use of the \$900 million civil settlement approved by the U.S. District Court on October 9, 1991 between the State of Alaska, the United States government, and Exxon.

EVOSTC funded the purchase of the Meals Hill property due to its environmental significance and alignment with EVOSTC's mission to restore species and services impacted by the spill. The property contains 184 acres of undisturbed coastal rainforest, rocky coastal habitat, and wetlands that protect and aid in recovery of species, habitat, and services that were injured by the oil spill. The conditions of the EVOSTC funding included the placement of a conservation easement on the property to protect the property's natural environment in perpetuity.

Through the efforts of the Great Land Trust, The Port Valdez Company, EVOSTC, the U.S. Department of the Interior, BLM, the City of Valdez, the Alaska Department of Natural Resources, and individual community members, the land transfer and conservation easement were successfully completed in 2019.

Habitats of Meals Hill:

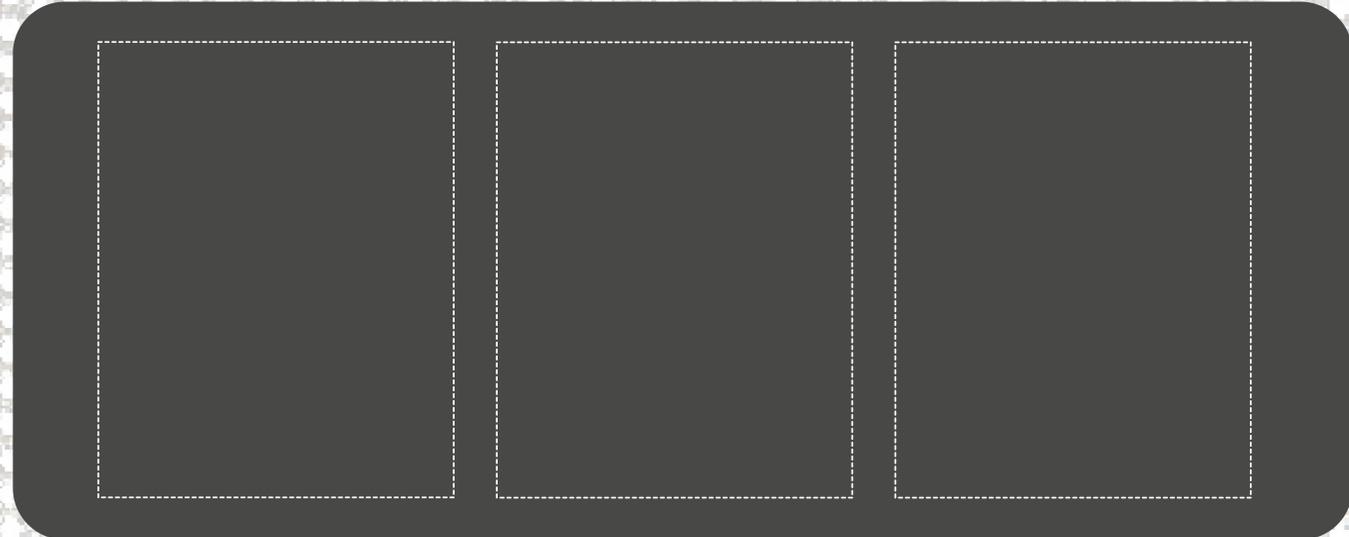
- Intertidal Zone**
Meals Hill is located right on the water, its rocky cliffs along the port of Valdez contain tidal species.
- Coastal Rain Forest**
Valdez is located within the Pacific Temperate Rainforest, which extends down to the coast of California. The Pacific Temperate Rainforest is the largest rainforest in the world.
- Mountain Views**
Weather dependent, spectacular views will be visible along your visit.
- Old Growth Conifers**
Throughout the forests of Meals Hill, there are old growth Sitka Spruce and hemlock.

Things to Look For:

As you enjoy Meals Hill Park you will get to experience these types of habitats and the plants and animals that call them home.

Be Aware Of:

- Things That Sting:** Cow Parsnip, Devil's Club, Stinging Nettle
- Animals:** Watch Out for Moose and Bear, Make Noise & Keep Your Distance
- Common Invasive Species:** Butter & Eggs, Bird Vetch, Spotted Knapweed, Orange Hawkweed



Between Land & Sea: The Intertidal Zone

The intertidal zone is the area where land and sea meet. This zone is sometimes exposed, sometimes covered in water depending on the tides. Many special species thrive in this zone. There is an Alaska Native phrase:

“When the tide goes out, the table is set.”

Cliff Dwellers: Sea Birds of Valdez



Arctic Tern
Sugpiaq: Nerusiculik

Arctic Terns (*Sterna paradisaea*) are unique in their ability to hover - like hummingbirds. Arctic terns are known for their incredibly long migration patterns - farther than any other animal.



Black Legged Kittiwake
Sugpiaq: Ukigiyaq/Qay'agaag

Black Legged Kittiwakes (*Rissa tridactyla*) are a seabird and a type of gull. They nest on cliffs to protect their young from predators. Both the mother and father care for the young and build the nests together.



Black Oystercatcher
Sugpiaq: Kiggwikiaq

Black Oystercatchers (*Haematopus bachmani*) feast on many of the species found in the intertidal zone like barnacles, mussels and crabs. The Alutiiq word for oystercatcher is *kiwisaq*.

A Place of Vital Recovery



The Coast of Meals Hill contains rocky cliffs and intertidal beaches that are a vital ecosystem that are very important to protect. After the Exxon Valdez Oil Spill, many species that thrive in the intertidal zone were impacted severely. Some of these species are now considered recovered, but others have failed to return to their pre oil spill population levels.

Life & Legend: Sugpiaq Stories



Sea otter populations in Valdez Harbor declined severely after the *Exxon Valdez* Oil spill in 1989, but they are now considered recovered. Sea otters feed on many of the species found in the intertidal zone like mollusks and crustaceans as well as small fish. Alaska Native hunters would mimic the sounds the sea otters make in order to capture them.

Alaska Native legend tells us that the sea otter started first as a man. The man was hunting for chitons (a mollusk) when he became stranded as the tide came in. As the water level grew higher, he transformed into a sea otter in order to survive.



Sea Otter
Sugpiaq: Ikamaq

Tidal Species

Starfish, chiton, and barnacles are species that can be found along the rocks when the tides goes out, all of which are edible.



Starfish (Asteroidea sp.)
Sugpiaq word: Agyaruag



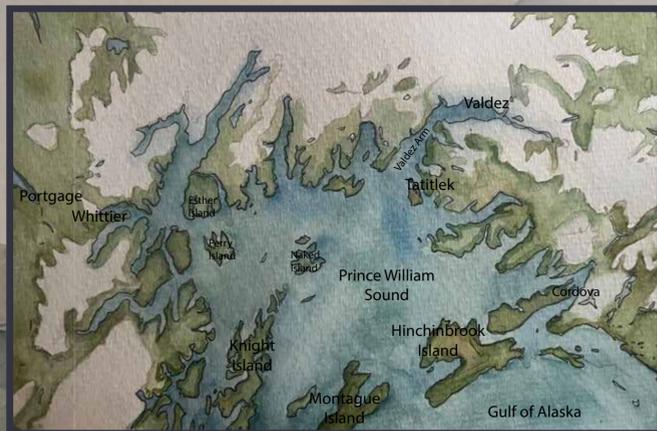
Chiton (Polyplacophora)
Sugpiaq word: Uriitaaq



Barnacles (Cirripedia)
Sugpiaq word: Qaugtat

Ocean Wonders:

Marine Life of Valdez



Valdez is located right on the water on the Gulf of Valdez, connected to Prince William Sound by the Valdez Arm. Marine life frequents this area, with whales coming into the gulf to feed. Keep your eye out for all kinds of creatures that might be taking a swim.

Sea of Sustenance

Hunting Marine Mammals



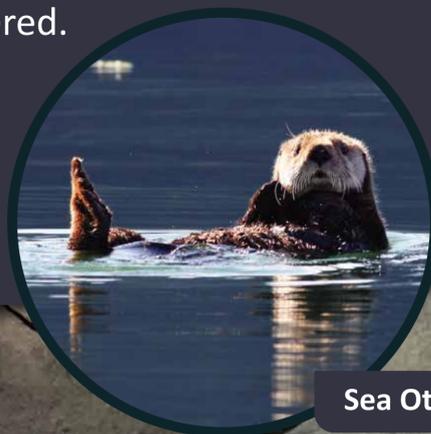
Sugpiaq peoples would have made use of the many animals found in the harbor for their food. Native peoples that lived or traveled to this area would have hunted for various marine mammals - like sea otters, seal, sea lions, and whales. Sugpiaq people would have used harpoons to hunt the sea otters, seal, and sea lions, usually from their kayak.

These animals would not be used merely for their meat. Sugpiaq people used many parts of the animals to craft tools and clothing. The stomach of the seal (Sugpiaq: Isuwim Suqaa) served as waterproof vessels, floats, food storage, and drums, among many other uses.

Water & Oil



When the Exxon Valdez Oil Spill occurred, the oil spilled out of the harbor into Prince William Sound, the coast line in the Valdez Harbor was not impacted. But marine mammals of Prince William Sound were greatly affected. Many animals became coated in oil, and massive efforts were made to save animals. Thousands of marine mammals died from the oil. Today, sea otters and harbor seals are both considered recovered.



Sea Otter



Take a Dive: Marine Mammals



Sea Lion
Sugpiaq: Wiinaq

Stellar Sea Lion (*Eumetopias jubatus*) Sea lions The Sugpiaq word for Sea Lion is wiinaq.



Sea Otter
Sugpiaq: Arhnaq

Harbor Seal (*Phoca vitulina*) The Harbor Seal tend to congregate together on top of rocky outcrops called “haulout rocks” The Sugpiaq word for this is “ugwik” meaning :a place to climb on top of.



Harbor Seal
Sugpiaq: Qaigyaq

Sea otter (*Enhydra lutris*) tend to stay close to shore, and do have the ability to travel on land. Sea otters are considered an endangered species worldwide, but in Prince William Sound, they have recovered from the thousands that died after becoming coated in oil from the spill in 1989.

Take a Dive: Underwater Views

While the view from shore may appear calm, there is a very active world below the surface.



Jellyfish (*Scyphozoa* sp.)
Sugpiaq word: Qaacek



Humpback Whales (*Megaptera novaeangliae*)
Sugpiaq word for whale: Qenulek



Dall's Porpoise (*Phocoenoides dalli*)
Sugpiaq word: Mangaq/Cilpig

Look Across the Bay. Mountains of Valdez

Mummy Mountain

Peak 4593

Mount Kate

Valdez Marine Terminal

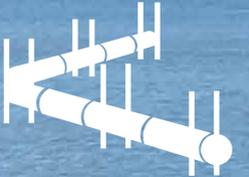
Fort Liscum

Jackson Point

Saw Island

Sawmill Spit

Seal Island



Alyeska Pipeline

The Alyeska Pipeline reaches its southern end here at the Valdez Marine Terminal. Pipeline construction began in the 1970s, with oil transportation beginning in 1977.



Oil Spill

On the evening of March 24th, 1989 the Exxon Valdez left the Valdez Marine Terminal and a few hours later struck Bligh Reef, south of the Valdez Arm and 6 miles west of Tatitlek. This collision caused a major oil spill.



In Recovery

Ecosystems are still recovering from the devastating 1989 Exxon Valdez Oil spill in which 10.8 million gallons of oil spilled into Prince William Sound.



MEALS HILL
Valdez, Alaska

To: Valdez City Council

From: Council Member Devens, Foster, and Love

Date: December 14, 2023

Subject: Meal Hill Art Installation Comments

Fellow Council Members,

Over the past few weeks we have worked to come up with the following comments and associated narrative regarding the Meals Hill art installation design that was proposed by Mr. John Clark. During the 11/21/23 Council meeting we provided Mr. Clark with some initial, verbal comments asking that the Exxon Valdez oil spill be incorporated into the art installation. In subsequent emails, Mr. Clark provided us some suggestions on how to incorporate the Exxon Valdez oil spill into the art installation. We based these comments on the suggestions from Mr. Clark, and we would like Council to consider sending these comments and narrative formally to Mr. Clark.

Comments to Mr. Clark

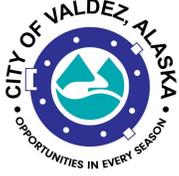
1. As you suggested, we think the center table of the art installation should be focused on the Exxon Valdez Oil Spill. However, instead of designing a piece that shows the ship, oil spill response equipment, etc. we recommend that that the art show a map of the extent of spill affected region, showing where the oil went, and highlighting the communities that were directly impacted by oil. The map should convey the magnitude or scale of the spill. Page VII in this report includes a map of the spill that may be helpful for artistic inspiration: <https://www.arlis.org/docs/vol1/B/30000994.pdf>
2. We've drafted the below narrative regarding the oil spill, to accompany the central table for your consideration.
3. We request that the Alaska Native information in the art installation be fact checked by a qualified group or individual (e.g. Chugach Regional Resources Commission or an anthropologist with expertise in Ahtna, Alutiiq, and Eyak culture).

Narrative to Accompany Center Table

The 1989 Exxon Valdez oil spill was a disaster caused by human error and complacency that led to devastating harm to the environment and people of Prince William Sound and the Gulf of Alaska. The oil traveled about 470 miles away from the spill site, reaching 1,300 miles of shoreline, and spreading over approximately 11,000 square miles of ocean. There were social, economic, cultural, and psychological impacts in communities throughout the region, in the form of lost commercial fishing and tourism income, disruptions in subsistence harvests, housing shortages, sowing of distrust for oil companies as well as state & federal agencies, increased levels of collective community stress, and strained community relations.

According to the Exxon Valdez Oil Spill Trustee Council, an estimated “250,000 seabirds, 2,800 sea otters, 300 harbor seals, 250 bald eagles, up to 22 killer whales, and billions of salmon and herring eggs” were killed by the oil spill. This doesn’t account for the generations of wildlife that experienced chronic harm as a result of this disaster.

The recovery has already spanned decades, and in many ways, no complete recovery will ever occur among the communities and ecosystems harmed by the oil spill. However, the coastal habitat preserved within this park serves as a small part of the environmental and human recovery from the Exxon Valdez tragedy. The people of Valdez are now the stewards of this park and are entrusted with protecting and preserving this land forever.



Legislation Text

File #: RES 23-0069, **Version:** 1

ITEM TITLE:

#23-68 - Accepting the Proposal from Valdez Veterinary Services, LLC for Development of Lots 4A, 6-7, and 9B, Block 33, Mineral Creek Subdivision, and Authorizing the City Manager to Negotiate the Terms of Sale

SUBMITTED BY: John Douglas, City Manager

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution #23-68 accepting the proposal from Valdez Veterinary Services, LLC for the development of Lots 4A, 6-7, and 9B, Block 33, Mineral Creek Subdivision, and authorizing the City Manager to Negotiate the terms of sale.

SUMMARY STATEMENT:

Approval of the attached resolution will accept the proposal received from Valdez Veterinary Services, LLC for the development of Lots 4A, 6-7, and 9B, Block 33, Mineral Creek Subdivision for a veterinary practice and accessory apartments.

The proposal received by Valdez Veterinary Services, LLC was the sole response to a request for proposals initiated by the City of Valdez and posted on September 8, 2023.

The City Council discussed the proposal with the developer during a work session on December 12, 2023, and directed staff to prepare a resolution to accept the proposal and authorize the City Manager to negotiate the terms and conditions of a sale.

Such terms and agreement shall establish development requirements and a timeline and shall require subsequent approval by the City Council by resolution passed by not less than six affirmative votes, pursuant to VMC 4.04.070.

CITY OF VALDEZ, ALASKA

RESOLUTION #23-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ACCEPTING THE PROPOSAL FROM VALDEZ VETERINARY SERVICES, LLC FOR DEVELOPMENT OF LOTS 4A, 6-7, AND 9B, BLOCK 33, MINERAL CREEK SUBDIVISION, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS OF SALE

WHEREAS, the City of Valdez is the owner of the following real property described as Lots 4A, 6-7, and 9B, Block 33, Mineral Creek Subdivision (or 120, 128 and 142 Egan Dr); and

WHEREAS, the City Council authorized the City Manager to issue a Request for Proposal for development of the properties that was posted on September 8, 2023, with a submission deadline of November 3, 2023; and

WHEREAS, the sole proposal received was from Valdez Veterinary Services, LLC, represented by Katherine N. Foster, for the development of a veterinary practice with several attached apartments, and a memorial garden.

WHEREAS, the parcels are zoned General Commercial on the official zoning map of Valdez; and

WHEREAS, the 2021 Valdez Comprehensive Plan (Plan Valdez) shows the parcels as within the Town Center place type, which is intended to blend commercial, multi-family residential, cultural, institutional, and entertainment uses with an environment centered on walkability and strong connections to live, work, play destinations; and

WHEREAS, Plan Valdez describes the Town Center place type as encouraging compatible mixed-use buildings with retail/commercial on the ground floor and residential above with building frontages and entrances oriented to the street; and

WHEREAS, the Town Center place type encourages shared parking, located near the rear and side lots of buildings.

WHEREAS, special consideration may be given to development proposals that provide solutions for City Council priorities of housing and/or childcare; and

WHEREAS, projects including long-term dwelling units as a component of the development may be eligible for the City of Valdez Housing Incentive Program.

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

Section 1. The City Council has found that it is not in the public interest to offer Lots 4A, 6-7, & 9B, Block 33, Mineral Creek Subdivision at public sale.

Section 2. The City Council has found that it is in conformance with the 2021 Valdez Comprehensive Plan to develop this land in accordance with the uses described in the Town Center place type.

Section 3. The City Council has found the development proposal received from Valdez Veterinary Services to meet the requirements of request for proposals.

Section 4. The City Manager, or their designee, is hereby authorized to negotiate the terms and conditions of sale, including a sale price of the property. Such terms and agreement shall establish development requirements, a timeline and shall require subsequent approval by the City Council by resolution passed by not less than six affirmative votes, pursuant to VMC 4.04.070.

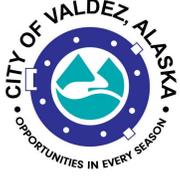
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2023.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: RES 23-0070, **Version:** 1

ITEM TITLE:

#23-70 - Adopting an Alternative Allocation Method for the FY24 Shared Fisheries Business Tax Program and Certifying that this Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in FMA15: Prince William Sound Area

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution #

SUMMARY STATEMENT:

The purpose of the program is to allocate a share of state fish tax collected outside municipal boundaries with municipalities affected by fishing industry activities. Municipalities around the state will share approximately 1.3 million based on the 2022 fisheries activity as reported by fish processors on their fish tax returns. Historically, the City of Valdez has filed with the City of Cordova and the City of Whittier, with each municipality receiving an equal share of the allocation.

The total allocation of \$45,861.94 will be equally distributed, and each municipality (Cordova, Valdez, Whittier) shall receive \$15,287.31. Please refer to attached allocation summary.

CITY OF VALDEZ, ALASKA

RESOLUTION #23-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ADOPTING AN ALTERNATE ALLOCATION METHOD FOR THE FY24 SHARED FISHERIES BUSINESS TAX PROGRAM AND CERTIFYING THAT THIS ALLOCATION METHOD FAIRLY REPRESENTS THE DISTRIBUTION OF SIGNIFICANT EFFECTS OF FISHERIES BUSINESS ACTIVITY IN FMA 15: PRINCE WILLIAM SOUND AREA

WHEREAS, as 29.60.450 requires that for a municipality to participate in the FY24 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community & Economic Development that the municipality suffered significant effects during the calendar year 2022 from fisheries business activities; and

WHEREAS, 3 AAC 134.060 provides for the allocation of available program funding to eligible municipalities located within fisheries management areas as specified by the Department of Commerce, Community & Economic Development; and

WHEREAS, 3 AAC 134.070 provides for the use, at the discretion of the Department of Commerce, Community & Economic Development, of alternate allocation methods which may be used within fisheries management areas if all eligible municipalities within the area agree to use the method, and the method incorporates some measure of the relative significant effect of the fisheries business activity on the respective municipalities in the area; and

WHEREAS, the City Council of the City of Valdez, Alaska proposes an alternative allocation method for allocation of the FY24 funding available within the FMA 15: PRINCE WILLIAM SOUND AREA in agreement with all other municipalities in this area participating in the FY24 Shared Fisheries Business Tax Program.

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

The City Council of the City of Valdez, Alaska, by this resolution certifies that the following alternate allocation method fairly represents the distribution of significant effects during 2022 of fisheries business activity in FMA 15: PRINCE WILLIAM SOUND AREA:

- **All municipalities receive an equal share of the allocation.**

Resolution No. 23-70

Page 2

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, this 19th day of December 2023.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

550 W 7th Ave, Suite 1650
Anchorage, Alaska 99501
Main: 907.269.4501
Fax: 907.269.4563

October 26, 2023

Sheri Pierce
City of Valdez
PO Box 307
Valdez, AK 99686

Dear Sheri:

The Department of Commerce, Community, and Economic Development is pleased to announce availability of the **FY 2024 Shared Fisheries Business Tax Program**. The purpose of the program is to allocate a share of state fish tax collected outside municipal boundaries with municipalities affected by fishing industry activities. Municipalities around the state will share approximately \$1.3 million based on 2022 fisheries activity as reported by fish processors on their fish tax returns. Details of how the program works are included in the application under Program Description.

Historically, your municipality along with the other communities in your fisheries management area, FMA 15: Prince William Sound has filed using the Alternative Method found on the last four pages of this application. A breakdown is included that details the communities in your FMA, in addition to the anticipated payment based on the agreed upon allocation method for your FMA. If this agreement is still in place with your FMA, you will only need to have your Council/Assembly pass the enclosed alternative method sample resolution in order to participate in the program.

If your FMA intends to change the alternative method of allocation, the new proposal must be submitted to our office no later than **January 15, 2024**. If an agreement cannot be made with all communities in your FMA, you will need to file using the standard method and claim your significant effects. Instructions on both of these methods are detailed in the application packet.

**DEADLINE FOR SUBMISSION OF COMPLETED APPLICATION IS
FEBRUARY 15, 2024**

Applications can be scanned and emailed to caa@alaska.gov with the subject line **"City of Valdez, FY24, SFBT"**. If you have any questions about the program or require assistance in completing the application, please contact me at zoe.olson@alaska.gov or call (907) 263-2156.

Sincerely,

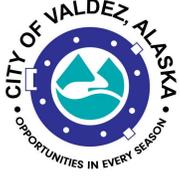
A handwritten signature in blue ink, appearing to read "Zoe Olson".

Zoe Olson
Grants Administrator 2

Enclosure

FMA 15: Prince William Sound			FY 22 Landing Tax Allocation	Reference Number	
		Total allocation: \$45,861.94	\$0.00		
Community	Population	Calculated Allocation	Calculated Allocation		Total Distribution
City of Cordova	2,566	\$15,287.31	\$0.00	24-SF15-01	\$15,287.31
City of Valdez	3,950	\$15,287.31	\$0.00	24-SF15-02	\$15,287.31
City of Whittier	253	\$15,287.31	\$0.00	24-SF15-03	\$15,287.31
Totals	6,769	\$45,861.94	\$0.00		\$ 45,861.94
Community Count	3				

*Three municipalities share available funding equally.



Legislation Text

File #: RES 23-0071, **Version:** 1

ITEM TITLE:

#23-71 - Accepting an Award from the State of Alaska Department of Corrections for the Purchase of Technology Upgrades of Capital Equipment Benefiting the Jail and Authorizing the Expenditure in the Amount of \$43,000

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: \$43,000

Unencumbered Balance: \$43,000

Funding Source: State of Alaska; Department of Corrections

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

Requests for Capital Improvements needed for City of Valdez facilities were sent to Alaska Department of Corrections on October 13, 2021. City of Valdez staff was notified of funding on November 30, 2023 for capital request submissions related to Cameras, Doors, and Lighting.

The Capital Improvement requests reflect funding in addition to Jail Contract Grant funding from the State of Alaska Department of Corrections

CITY OF VALDEZ, ALASKA

RESOLUTION #23-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2023 CITY BUDGET BY ACCEPTING AN AWARD FROM THE STATE OF ALASKA DEPARTMENT OF CORRECTIONS FOR THE PURCHASE OF TECHNOLOGY UPGRADES OF CAPITAL EQUIPMENT BENEFITING THE JAIL AND AUTHORIZING THE EXPENDITURE IN THE AMOUNT OF \$43,000

WHEREAS, the Valdez Police Department operates the Community & Regional Jail by contract for the State of Alaska Department of Corrections, and

WHEREAS, the Department of Corrections has provided an award in the amount of \$43,000 to purchase lighting and camera upgrades to be used for the purchase of the maintenance, repair and renovation of Fire and Life Safety and Security Equipment related to the confinement of the State of Alaska's prisoners, 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 2023 City Budget is amended as follows:

Section 1: 350-0000-33517, Jail Tech Award 2023 Revenue is increased by \$43,000

Section 2: 350-0310-55000.2305, Major Maintenance Reserve POFI JAIL Lights & Camera Upgrades, is increased by \$43,000

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 19th day of December, 2023.

City of Valdez, Alaska

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

DEPARTMENT OF CORRECTIONS COMMUNITY JAILS / CAPITAL REQUESTS

Community Jail:
VALDEZ JAIL

Project Manager:
Lorrie Mott

Contact Phone Number:
907-835-4560

Contact E-mail:
lmott@pd.valdezak.gov

Capital Item:
Replace Cameras throughout the Valdez Jail.

Estimated Cost: **\$23,000**

Type of Capital Item:

- Maintenance
- Repair
- Equipment
- Other (Detail) Labor

Brief Description:

We are hoping to replace the cameras at the Valdez Facility. We currently have 16 cameras listed below:

Booking Room – 2 (1 with audio)

Main Jail Hallway – 1 regular, 1 PTZ

Cell 1 (3 total) – 1 in the dayroom with audio, 1 in each lockdown cell

Cell 2 (3 total) – 1 in the dayroom with audio, 1 in each lockdown cell

Cell 3 (3 total) – 1 in the dayroom with audio, 1 in each lockdown cell

Tank – 2 with audio

Sallyman – 1

Our IT department estimates the cost of replacement:

Equipment – Cameras = \$13,000

Equipment – Cabling = \$10,000

DEPARTMENT OF CORRECTIONS COMMUNITY JAILS / CAPITAL REQUESTS

Community Jail:
VALDEZ JAIL

Project Manager:
Lorrie Mott

Contact Phone Number:
907-835-4560

Contact E-mail:
lmott@pd.valdezak.gov

Capital Item:
Replacement of Jail Doors and Lighting.

Estimated Cost: **\$20,000**

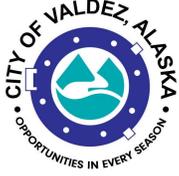
Type of Capital Item:

- Maintenance
- Repair
- Equipment
- Other (Detail) Labor

Brief Description:

We are hoping to replace most of the doors and lighting at the Valdez Jail. Our building maintenance supervisor estimates the replacement cost of 20,000.

This project would run in concert with the replacement of the cameras as the cabling of the cameras and lighting would be much more efficient to replace at the same time.



Legislation Text

File #: RES 23-0072, **Version:** 1

ITEM TITLE:

#23-72 - Amending the 2023 Budget by Accepting Alaska Division of Homeland Security and Emergency Management Grant Funds in the Amount of \$9,076.41

SUBMITTED BY: Bart Hinkle, Chief of Police

FISCAL NOTES:

Expenditure Required: \$ 9,076.41
Unencumbered Balance: \$ 9,076.41
Funding Source: 001.0000.33427 Police Grant Revenue

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

This resolution accepts \$ 9,076.41 in Grant Funds - a reimbursement for purchases made to compile enough Stop the Bleed Kits for one to be deployed in each classroom and instructional area throughout the Valdez School District.

Resolution 23-28, dated 5/3/23, authorized staff to apply for the reallocation of HSGP Grant Funds.

On June 16, 2023 the City of Valdez received notification of a grant award of \$9,618.65.

On November 30, 2023 the grant was officially closed out and the City of Valdez was de-obligated from spending the remaining \$542.24.

CITY OF VALDEZ, ALASKA

RESOLUTION #23-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2023 CITY BUDGET BY ACCEPTING A GRANT FROM THE STATE OF ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT IN THE AMOUNT OF \$9,076.41 FOR THE PURCHASE OF STOP THE BLEED KITS

WHEREAS, the Valdez Police Department works closely with the Valdez School District to prepare and train for critical incidents; and

WHEREAS, emergency response to a large-scale incident with multiple critical injuries at any of the Valdez City Schools would overwhelm first responders; and

WHEREAS, as part of an ongoing assessment of our readiness for such an event, “Stop the Bleed Kits” are to be placed in every instructional area within the Valdez City School District; and

WHEREAS, the city applied for, and was successful in being awarded, grant funding in the amount of \$9,076,41 from the 2021 State Homeland Security and Emergency Management program for the purchase of Stop the Bleed Kits; and

WHEREAS, the 2023 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 2023 City Budget is amended as follows:

Section 1: Police Grant Revenue, 001.0000.33427 is increased by \$9,076.41.

Section 2: Stop the Bleed Police Operating Supplies, 001.3500.46120.35000 is increased by \$9,076.41. ₂

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 19th day of December, 2023.

City of Valdez, Alaska

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Military and
Veterans Affairs**

Division of Homeland Security and
Emergency Management

P.O. Box 5750
JBER, AK 99505-0800
Main: 907.428.7000
Fax: 907.428.7009
ready.alaska.gov

June 16, 2023

Mr. Nathan Duval, Capital Facilities Director
City of Valdez
PO Box 307
Valdez, AK 99686

RE: 2021 State Homeland Security Program, EMW-2021-SS-00025-S01
State Grant No.: 20SHSP-GY21

Mr. Duval:

We received funds from the U.S. Department of Homeland Security under the 2021 State Homeland Security Program. We are pleased to award the City of Valdez the amount of \$9,618.65 under this grant. Funding from this program is provided to support, build, and sustain the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events.

Please review the Grant Requirement and Program Terms and Conditions as articles have changed to incorporate the provisions of 2 CFR Part 200. As a reminder, all procurement transactions must be conducted in a manner providing full and open competition. To ensure this, we require a Procurement Method Report with every expense (with the exception of local advertising, legal notices, and travel arrangements) submitted for reimbursement under this grant and pre-approvals may be required at multiple steps in the procurement process. Please see the Procurement Method Report for additional details.

A pre-signed Obligating Award Document (OAD) is attached. Please print the document, sign the OAD, and send a scanned copy to mva.grants@alaska.gov within 30 days of subrecipient receipt. Keep the hard copy for your records.

If the OAD cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form must be submitted. The form and instructions are available for download on our Grants website, <http://ready.alaska.gov/grants.htm>.

If signatory points of contact have changed since the submittal of the application, please complete and return a Signatory Authority Form with the signed OAD. The Signatory Authority Form is available for download on our Grants website. If needed, Electronic Payment enrollment forms are also available upon request.

Mr. Duval
June 16, 2023
Page 2 of 2

If you have any questions, please contact the Division Project Manager for this grant, Tiffany Peltier at (907) 428-7026 or by email at mva.grants@alaska.gov.

Sincerely,



William A. Dennis
Administrative Operations Manager

Enclosure(s): Obligating Award Document
Project Budget Details Report

cc: Bart Hinkle, Jurisdiction Project Manager
Jordan Nelson, Jurisdiction Chief Financial Officer

State of Alaska						Page 1 of 7	
Division of Homeland Security and Emergency Management						FEDERAL AWARD DATE	
Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate						August 31, 2021	
						FEDERAL GRANT PROGRAM	
						2021 State Homeland Security Program	
OBLIGATING AWARD DOCUMENT						FEDERAL GRANT NUMBER	
						EMW-2021-SS-00025-S01	
RECIPIENT NAME AND ADDRESS		PERFORMANCE PERIOD		AMENDMENT		CFDA: 97.067	
City of Valdez PO Box 307 Valdez, AK 99686		FROM:	June 01, 2023	AMENDMENT #:		AWARD AMOUNT	
		TO:	September 30, 2023	EFFECTIVE DATE:		\$9,618.65	
		STATE PROGRAM NUMBER				20SHSP-GY21	
UEI Number	J4J1BXA95JA8			FUNDING ALLOCATION			
EIN	92-6000143			PLANNING		EXERCISE	
METHOD OF PAYMENT	Electronic			TRAINING		EQUIPMENT	\$9,618.65
PURPOSE OF AWARD							
The attached Project Budget Details is the funding allocation. Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply.							
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS							
The acceptance of a grant from the United States government creates a legal duty on the part of the recipient to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)] See attached for continued Grant Requirements and Program Terms and Conditions							
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details)							
None							
AGENCY INFORMATION							
ADDRESS	Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750			WEBSITE	http://ready.alaska.gov		
				EMAIL	mva.grants@alaska.gov		
				PHONE	907-428-7000		
				FAX	907-428-7009		
STATE PROJECT MANAGER	PHONE	FAX	EMAIL				
Tiffany Peltier	(907) 428-7026	(907) 428-7009	tiffany.peltier@alaska.gov				
AGENCY APPROVAL				RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
<i>William A. Dennis, Administrative Operations Mgr.</i>				Nathan Duval, Capital Facilities Director			
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
			DATE				DATE
			6-19-23				
FOR STATE USE ONLY							
Division File Number:				Date Returned			
Fund	Unit	AR Unit	Object	Activity	Function	Program	PPC
1004	2001	099180010	7001	2012	21 SHSPVDZ	2SHSP2021	GYSHSP

Program Requirements

(A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.

(B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).

(C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Acknowledgement of Federal Funding; Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided for in 2 CFR Part 200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.

(D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.

(E) The jurisdiction shall comply with the requirements under 2 CFR 25.110, to maintain and keep jurisdiction information current within the System of Award Management (SAM). Also the jurisdiction has the requirement to be non-delinquent to the Federal government as required in OMB Circular A-129.

(F) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990.* Per *Executive Order 13166*, the jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, and the Fly America Act of 1974. Subrecipients who collect Personally Identifiable Information (PII) are required to have a publicly available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. All recipients must comply with statutory requirement for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C 4712, and 10 U.S.C 2324, 41 U.S.S 4304 and 4310. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R Part 19 and other applicable statues, regulations, and guidance governing the participants of faith-based organizations in individual DHS programs.

(G) The jurisdiction certifies that it has an *Affirmative Action Plan/Equal Employment Opportunity Plan*. An *EEOP* is not required for subrecipients of less than \$25,000.00 or fewer than 50 employees.

(H) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

(I) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the requirements of:

1. Administrative requirements
2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
<https://ecfr.io/Title-2/Part-200>
2. Cost Principles
2 CFR Part 200 Subpart E *Cost Principles*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e>
3. Audit Requirements
2 CFR Part 200 *Subpart F Audit Requirements*
[Title 2 Part 200 Subpart E - Code of Federal Regulations \(ecfr.io\)](https://ecfr.io/Title-2/Part-200/Subpart-F)
 - a. **Federal:** The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
 - b. **State:** If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.

- c. Subrecipients identified as "non-compliant" by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
 - 1) The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
 - 2) Subrecipients will be required to fully comply with the Single Audit requirements as specified by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator.
 - 3) Subrecipients will provide compliance evidence to DHS&EM from the state audit coordinator before any payment will be processed.
 - 4) DHS&EM may process On-Behalf-Of (OBO) payments to vendors for costs directly associated to the scope of work on approved awards.
 - 5) Performance periods will not be extended due to a subrecipient's failure to comply with Single Audit requirement.
 - 6) Payments made in error to subrecipients that are "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.

4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.
 - a. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Conflict of Interest
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.

6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
 - a. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
 - b. 38 U.S.C. §3801-3812, details the administrative remedies for false claims and statements made.
 - c. 2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.

7. Technology Requirements
28 CFR Part 23, Criminal Intelligence System Operating Policies

8. Research and Development (R&D) Requirements
Grants awarded to DHS&EM are not R&D

9. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles

10. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.

11. Reducing Text Messaging while Driving
All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

12. Reporting of Matters Related to Recipient Integrity and Performance
If the total value recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R Part 200, Appendix XII.

13. Reporting Subawards and Executive Compensation
All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R Part 170, Appendix A.

14. SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

15. All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

16. State Requirements

Alaska State Procurement Code AS 36.30, AS36.30.005–.030 <http://www.akleg.gov/basis/statutes.asp#36.30>

Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. [DOC Frame Page \(state.ak.us\)](http://www.state.ak.us/docFramePage)

Alaska Administrative Manual <http://doa.alaska.gov/dof/manuals/aam/index.htm>

SHSP Program Terms and Conditions

The total allocation of the 2021 State Homeland Security Program awarded to the State of Alaska Division of Homeland Security and Emergency Management (DHS&EM) is \$4,602,500.00 under *Federal Grant EMW-2021-SS-00025-S01, CFDA# 97.067*. The City of Valdez has been awarded \$9,618.65, which shall be used to support activities essential to the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events. All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO and State program guidance. The performance period of this grant award is June 1, 2023 through September 30, 2023. Project conditions must be completed by this date. The City of Valdez cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that activities toward projects will be made, or DHS&EM may execute de-obligation of the funds.

(A) Changes to Award: All change requests must be submitted in writing, or electronically to the DHS&EM project manager, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time of the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions may result in an amendment to this award. No transfers of funds between budget categories will be authorized, only de-obligation of funds, except on a case-by-case basis.

(B) Reporting Requirements: The City of Valdez shall submit timely quarterly *Performance Progress Reports* and *Financial Progress Reports* to the project manager at DHS&EM. Instructions and blank forms are located electronically at <http://ready.alaska.gov/grants>, and may be reproduced. Jurisdictions must check the web site quarterly for the most current forms. Use of outdated forms **will not** be accepted. Quarterly reports are due:

Number of Scheduled Report Due	Jurisdiction Performance Period	Performance Progress and Financial Progress Report Due Dates
1	06/01/2023–06/30/2023	Waived
2	07/01/2023–09/30/2023	10/20/2023
3	Final Report	11/15/2023

Invoices with progress reports will be submitted to DHS&EM by the due date as specified in the above schedule. Should the grant period be extended for any reason, a modified report schedule will accompany the award amendment.

The *Performance Progress Report* (PPR) contains an AK-PPR-A cover page form and an AK-PPR-B Program Indicators form. Both forms must be completed and submitted by the report due date. Requests for grant extensions, budget adjustments, project realignments, and significant problems or delays are reported on the AK-PPR-A. An AK-PPR-A must be submitted even if no additional information is required. The AK-PPR-B shall describe the progress and percent completed of projects and detail any related expenditures submitted on the *Financial Progress Report*. *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not a local match is required. A final PPR is a summary report, showing project completion, evaluating project activities and measuring performance against project goals for the entire performance period, and is required in addition to the last quarterly PPR. An *After-Action Report/Improvement Plan* (AAR/IP) is required within 30 days of the conduct of an exercise.

(C) Signatory Requirements: The primary signatory official, project manager and financial officer as listed on the *Signatory Authority Form* must sign the original obligating award document and any amendments. Delegates may sign quarterly and final reports, however, the signatures of the project manager, signatory official and the financial officer must be three different signatures.

(D) Reimbursements: Submit on the *Financial Progress Report* form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and budget detail and grant guidelines, and submission of timely quarterly *Performance Progress* and *Financial Progress Reports*. Payments may be withheld pending correction of deficiencies or for use of outdated forms. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.), method of solicitation must be documented with a *Procurement Method Report* and documentation of payment must be included.

- **Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. The City of Valdez shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section N. Limited to 50 percent for employees assigned to program management functions, not operational duties. The limit does not apply to contractors.
- **Contracts:** All sole-source procurements, single vendor response to a competitive bid and service contracts of any value require DHS&EM pre-approval prior to implementation. Final signed copies of all contracts are required for submission to DHS&EM with the request for reimbursement. Please review the Procurement Method Report for specific requirements.
- **Program Income and Local Match:** Program income may be used to supplement project costs, reduce project costs, or may be refunded to the federal government, and must be used for allowable program costs and be expended prior to requests for reimbursement. Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB). Documentation required per instructions attached to DHS&EM quarterly reports.
- **Travel:** Travel must be listed in the approved budget.
- **Training:** Requires DHS&EM pre-approval prior to registering or participating in training opportunities.
- **Exercise:** Requires submission of an AAR/IP within 30 days after conduct of the exercise.
- **Food and Beverages:** All food and/or beverage expenses require pre-approval by DHS&EM and are only allowable costs if related to a grant funded sheltering exercise, such as a Mass Care Shelter Exercise where food is prepared as part of the exercise objectives in evaluating food preparation capabilities.

(E) Non-reimbursable Expenses:

- Reimbursable training and related travel costs not pre-approved by DHS&EM
- Construction and renovation

- Indirect costs
- Management and Administration (M&A) costs to manage sub-contracts
- Supplanting
- Maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances) Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus during exercises.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of the conclusion of the exercise.
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Weapons, weapons accessories, ammunition
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel
- Travel insurance, visa, and passport charges
- Lodging costs in excess of federal per diem, as appropriate
- Lodging fees associated with violation of the lodging facility's policies, such as smoking in a non-smoking room
- Lunch when travel is wholly within a single day
- Stand-alone working meals
- Bar charges, alcoholic beverages
- Tips
- Finance, late fees, or interest charges
- Lobbying, political contributions, legislative liaison activities
- Organized fund-raising, including salaries of persons while engaged in these activities
- Land acquisition
- Organizational Costs
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

(F) Property and Equipment Management: The City of Valdez shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* is available at <http://ready.alaska.gov/grants> shall be submitted to DHS&EM annually each **June 20** with the *Financial Progress Report*, and continued submission is required annually until final disposition of the equipment. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHS&EM, prior to the jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with state laws and procedures as outlined, and 44 CFR Part 13, sections 13.31 and 13.32. For items over \$5,000.00, a Single Equipment Reporting Form must be submitted at the time of reimbursement at the time of reimbursement request

(G) Procurement: A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement (with the exception of local advertising, legal notices and travel arrangements). Contractors that develop or draft specifications, requirements, *Statements of Work* (SOW), and/or *Requests for Proposals* (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Pre-approvals may be required at multiple steps in the procurement process. Please see the Procurement Method Report for additional details.

(H) Contracts: Any contract entered into during this grant period shall comply with local, state and federal government contracting regulations. To the extent that subrecipients of a grant use contractors, subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors to the extent practicable. Contracts for professional and consultant services must include local, state and federal government required contract language, a project budget, and require pre-approval by DHS&EM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants. A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement.

(I) Use of DHS Seal, Logo and Flags: All subrecipients must obtain DHS&EM approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags of likenesses of Coast Guard officials.

(J) Publications and Copyright: All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations) Publications created with funding under this grant should prominently contain the following statement: ***This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S. Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security or the State of Alaska.***

(K) Acknowledgement of Federal Funding: All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

(L) Federal Debt Status: All subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

(M) False Claims Act and Program Fraud Civil Remedies: All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

(N) Recordkeeping Requirements: Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

(O) **Performance Measures:** Quarterly Progress Reports shall demonstrate performance and progress relative to:

1. Acceptable performance on applicable critical tasks in Exercises using approved scenarios
2. Progress in achieving project timelines and milestones identified on the Grant Activities Plan
3. Percent measurable progress toward completion of project
4. How funds have been expended during reporting period, and explains expenditures related to the project

(P) **Subrecipient Monitoring Policy:** Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHS&EM reserves the right to periodically monitor, review and conduct analysis of the City of Valdez's financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The Monitoring Policy is available in the Grants Management Handbook at <http://ready.alaska.gov/grants>.

(Q) **Penalty for Non-Compliance:** For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHS&EM shall notify the City of Valdez of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The City of Valdez must respond within five (5) days of receipt of notification.

1. Unwillingness or inability to attain project goals
2. Unwillingness or inability to adhere to Special Conditions or Grant Assurances.
3. Failure or inability to adhere to grant guidelines and federal compliance requirements
4. Improper procedures regarding contracts and procurements
5. Inability to submit reliable and/or timely reports
6. Management systems which do not meet federal required management standards

(R) **Termination for Cause:** If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide five (5) days notice to City of Valdez stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHS&EM will reimburse City of Valdez only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHS&EM until completion of a final DHS&EM review. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(S) **Termination for Convenience:** Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security and the DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(T) **Project Implementation:** Due to the competitiveness of the 2021 State Homeland Security Grant, approved projects must be ready-to-go. Project implementation shall begin within the first reporting quarter.

1. If a project cannot be operational within the first reporting quarter of the approved award date, the subrecipient should provide notice to DHS&EM, stating the implementation delay and expected starting date. At the discretion of DHS&EM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects if project implementation is unjustifiably delayed.

Special Conditions

None

We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, and Special Conditions in accordance with this Award.

Project Manager's Signature

Chief Financial Officer's Signature

Signatory Official's Signature



Project Budget Details 2021 State Homeland Security Program Valdez, City of Reported Revision 0

PBD #	Expense Category	Solution Area	Discipline	Budgeted Cost	PBD Amount Spent	PBD Balance
1	Equipment	Other	Emergency Management	State: \$0.00	\$0.00	\$0.00
<input type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal: \$9,618.65	\$0.00	\$9,618.65
Item: Stop the Bleed Kits						
Description: Purchase of trauma care supplies to build Stop the Bleed Kits for Valdez City Schools.						
Investment: Enhancing the Protection of Soft Targets/Crowded Places						

	Adjusted Grant Total	Total PBD Allocations	Total Expenses	Summary Balance
State:	\$0.00	\$0.00	\$0.00	\$0.00
Federal:	\$9,618.65	\$9,618.65	\$0.00	\$9,618.65
Grand Total:	\$9,618.65	\$9,618.65	\$0.00	\$9,618.65



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Military and
Veterans Affairs**

Division of Homeland Security and
Emergency Management

P.O. Box 5750
JBER, AK 99505-0800
Main: 907.428.7000
Fax: 907.428.7009
ready.alaska.gov

November 30, 2023

Nathan Duval, Capital Facilities Director
City of Valdez
PO Box 307
Valdez, AK 99686

RE: 2021 State Homeland Security Program, EMW-2021-SS-00025
State Program No.: 21SHSP-GY21
Amendment 1, Effective November 15, 2023

Mr. Duval:

Enclosed is the Award Amendment for the City of Valdez's 2021 State Homeland Security Program. This amendment deobligates unspent funds in the amount of \$542.24 for a final amount total of \$9,076.41. The project is complete. This is an administrative action and does not require jurisdiction signature. All previous Grant Terms and Conditions, Grant Requirements, and Assurances and Agreements still apply.

A pre-signed Obligating Award Document (OAD) is attached. Please print the document and file with your records.

If you have any questions, please contact the Division Project Manager for this grant, Tiffany Peltier at (907) 428-7026 or by email at mva.grants@alaska.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "William A. Dennis".

William A. Dennis
Administrative Operations Manager

Enclosure(s): Obligating Award Document
Project Budget Details Report

cc: Bart Hinkle, Subrecipient Project Manager
Jordan Nelson, Subrecipient Chief Financial Officer

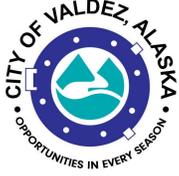
State of Alaska					Page 1 of 1	
Division of Homeland Security and Emergency Management					FEDERAL AWARD DATE	
Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate					August 31, 2021	
OBLIGATING AWARD DOCUMENT					FEDERAL GRANT PROGRAM	
					2021 State Homeland Security Program	
					FEDERAL GRANT NUMBER	
					EMW-2021-SS-00025	
RECIPIENT NAME AND ADDRESS		PERFORMANCE PERIOD		AMENDMENT		CFDA:
City of Valdez Po Box 307 Valdez, AK 99686		FROM:	June 1, 2023	AMENDMENT #:	1	97.067
		TO:	September 30, 2023	EFFECTIVE DATE:	November 15, 2023	AWARD AMOUNT
		STATE PROGRAM NUMBER				
		21SHSP-GY21				
UEI Number	J4J1BXA95JA8			FUNDING ALLOCATION		
EIN	92-6000143			PLANNING		EXERCISE
METHOD OF PAYMENT			TRAINING		EQUIPMENT	\$9,076.41
PURPOSE OF AWARD						
This amendment deobligates unspent funds in the amount of \$542.24 for a final amount total of \$9,076.41.						
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS						
The acceptance of a grant from the United States government creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)]						
All previous Grant Requirements and Program Terms and Conditions still apply						
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details)						
None						
AGENCY INFORMATION						
ADDRESS	Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750			WEBSITE	http://ready.alaska.gov	
				EMAIL	mva.grants@alaska.gov	
				PHONE	(907) 428-7000	
				FAX	(907) 428-7009	
STATE PROJECT MANAGER		PHONE	FAX	EMAIL		
Tiffany Peltier		(907) 428-7026	(907) 428-7009	mva.grants@alaska.gov		
AGENCY APPROVAL				RECIPIENT ACCEPTANCE		
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL		
William A. Dennis, Administrative Operations Mgr.				Nathan Duval, Capital Facilities Director		
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		
			DATE	NOT REQUIRED		DATE
			11-30 2023			
FOR STATE USE ONLY						
GAE:	240000396	Division File Number:		Date Returned		



Project Budget Details 2021 State Homeland Security Program Valdez, City of Reported Revision 1

PBD #	Expense Category	Solution Area	Discipline	Budgeted Cost	PBD Amount Spent	PBD Balance
1	Equipment	Other	Emergency Management	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> EHP	<input type="checkbox"/> Canceled	<input type="checkbox"/> BABA		\$9,076.41	\$9,076.41	\$0.00
<p>Item: Stop the Bleed Kits</p> <p>Description: Purchase of trauma care supplies to build Stop the Bleed Kits for Valdez City Schools.</p> <p>Investment: Enhancing the Protection of Soft Targets/Crowded Places</p>						

	Adjusted Grant Total	Total PBD Allocations	Total Expenses	Summary Balance
State:	\$0.00	\$0.00	\$0.00	\$0.00
Federal:	\$9,076.41	\$9,076.41	\$9,076.41	\$0.00
Grand Total:	\$9,076.41	\$9,076.41	\$9,076.41	\$0.00



Legislation Text

File #: RES 23-0073, **Version:** 1

ITEM TITLE:

#23-73 - Authorizing the City Clerk to Dispose of Certain City Records

SUBMITTED BY: Sheri Boyles-Records Manager

FISCAL NOTES:

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

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

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

RECOMMENDATION:

Please approve this item

SUMMARY STATEMENT:

Disposal of City records requires approval by the Valdez City Council.

Records listed in "Attachment A" have exceeded the retention period outlined in the City of Valdez Records Retention Schedule as approved in Resolution No 19-45.

Prior to submitting the records to Council for destruction, the City Clerk's Office requires review and approval by the department which created the documents. All records are also reviewed for historical and legal value by the City Clerk's Office prior to recommending destruction.

CITY OF VALDEZ, ALASKA

RESOLUTION #23-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, AUTHORIZING THE CITY CLERK TO DISPOSE OF CERTAIN
CITY RECORDS

WHEREAS the records listed in 'Attachment A' are not of an historical, legal or administrative value; and

WHEREAS the records have exceeded the retention period outlined in the City of Valdez Records Retention Schedule as approved by Resolution No. 19-45.

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

The records listed in "Attachment A", have exceeded the retention period as approved by Resolution No. 19-45, and may be destroyed by the City Clerk as provided in Section 2.76.080 of the Valdez Municipal Code.

PASSED AND APPROVED this 19th day of December, 2023.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Resolution #23-73 December 2023 Destruction List – Attachment “A”

Harbor

Work order – 2.4.2016

Work order – 3.17.2016

Tenant Moorage Agreement – 7.12.2008

Transient Moorage Agreement – 8.23.2008

Transient Moorage Agreement – 7.7.2008

Waterfront Commercial Work Permit Application, Ins., City Business License, Correspondence for Crowley – 2007-2008

Waterfront Commercial Work Permit Application, Ins., City Business License, Correspondence for Fish Central – 2005-2009

Waterfront Commercial Work Permit Application, Ins., City Business License, Correspondence for Bell Tech Inc. – 2005-2006

2021 & 2022 Waterfront activity registrations

Paul Raidmae Moorage agreements – 1999, 2000, 2002

Wait list Michael Nussey 6/9/2015

Upland Storage agreements 2020

Fishermen’s dock equipment use authorization 2020

Hot Work Permits 2022

Hot Work Permits 2023

Grid Use Agreements 2020

2018 Billy Biard Waterfront Activity Registration

Waterfront Activity Registrations 2019

Waterfront Activity Registrations 2020

Boat Lift Log Sheets 2021

Grid Use Agreements 2021

Upland Storage agreements 2020

Upland Storage agreements 2021

Daily Front Counter Log Books 10/27/2020 to 12/31/2021

Grid Schedule Book 2021

Work Order Books 2014, 2019, 2021

Lift Schedule Book 2021

Handwritten Receipt Books 2019

January to December 2020 Monthly Reports

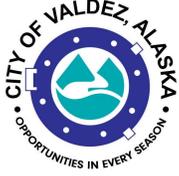
January to December 2020 Daily Deposits

January to December 2021 Monthly Reports

January to December 2021 Daily Deposits

Clerks

2007 – 2016 Public Records Requests



Legislation Text

File #: RES 23-0074, **Version:** 1

ITEM TITLE:

#23-74 - Authorizing an Airport Terminal Building Sublease with Alaska Wing Civil Air Patrol

SUBMITTED BY: Sheri L. Pierce, MMC, City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Approve airport terminal building lease.

SUMMARY STATEMENT:

Alaska Wing Civil Air Patrol has applied for an airport terminal sublease consisting of 1,029.6 square feet of tower office at the Valdez Airport Terminal building. Alaska Wing Civil Air Patrol is a non-profit organization and has requested to lease the space at an annual rental fee of \$1. The City may lease for less than fair market value to any state or federal agency or political subdivision, a public utility, a nonprofit organization, or to a new industry on terms advantageous to the public welfare of the city if the council by motion passed by not less than six council members determines the lease to be in the best interest of the public. Due to the requested discounted rent, the approval of this lease requires an affirmative vote of not less than six City Council members.

CITY OF VALDEZ, ALASKA

RESOLUTION #23-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING A VALDEZ PIONEER FIELD TERMINAL BUILDING SUBLEASE WITH THE ALASKA WING CIVIL AIR PATROL

WHEREAS, the Alaska Wing Civil Air Patrol wishes to enter into a sublease of premises at the Valdez airport terminal building consisting of 1,029 square feet of tower office space as depicted on Exhibit A attached hereto; and

WHEREAS, the term of the sub-lease shall be 2 years, commencing on January 1, 2024, and terminating on December 31st, 2025; and

WHEREAS, Alaska Civil Air Patrol is a non-profit organization and has requested to lease the space at an annual rental fee of \$1; and

WHEREAS, The City may lease for less than fair market value to any state or federal agency or political subdivision, a public utility, a nonprofit organization, or to a new industry on terms advantageous to the public welfare of the city if the council by motion passed by not less than six council members determines the lease to be in the best interest of the public.

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

Section 1. The City Council of the City of Valdez, Alaska authorizes an airport terminal sub-lease with the Alaska Wing Civil Air Patrol for 1,029 square feet of tower office space as depicted on Exhibit A.

Section 2. The term of lease shall be for 2 years commencing on January 1, 2024, and terminating on December 31st, 2025.

Section 4. Alaska Wing Civil Air Patrol shall pay an annual rental fee of \$1.00.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 19th day of December 2023.

CITY OF VALDEZ, ALASKA

ATTEST:

Sharon Scheidt, Mayor

Sheri L. Pierce, MMC, City Clerk

VALDEZ PIONEER FIELD TERMINAL BUILDING

SUBLEASE

THIS SUBLEASE IS MADE this 1st day of October 2023, between the **CITY OF VALDEZ** (hereinafter referred to as "LANDLORD") a municipal corporation, whose address is P.O. Box 307, Valdez, Alaska 99686 and **CIVIL AIR PATROL** hereinafter referred to as "TENANT") whose address is P.O. Box 6014, Elmendorf AFB, Alaska 99506-6014.

LANDLORD AND TENANT AGREE AS FOLLOWS:

1. DESCRIPTION. Landlord subleases to Tenant and Tenant subleases from Landlord the Premises consisting of **1,029.6 square feet of tower office space identified**, as more fully described and/or depicted on Exhibit A attached hereto (hereinafter referred to as the "PREMISES"), located in the Valdez Pioneer Field Terminal Building (hereinafter referred to as the "BUILDING") located on the real property described and/or depicted on Exhibit B attached hereto (hereinafter referred to as the "PROPERTY"), for the term, the rent, and subject to the covenants and conditions hereinafter provided. This Sublease confers no rights either with regard to the subsurface of the land below the floor level of the Premises or with regard to airspace above the ceiling of the Premises.

2. TERM. The term of this Sublease shall commence on **January 1st, 2024, and shall end on December 31st, 2025** ("INITIAL TERM"), unless sooner terminated or extended as hereinafter provided. The term shall automatically renew on a month-to-month basis unless otherwise terminated. If Landlord is unable to deliver possession of the Premises by the date specified for the commencement of the term of this Sublease as a result of causes beyond its reasonable control, Landlord shall not be liable for any damage caused by failing to deliver possession, and this Sublease shall not be void or voidable. The Tenant shall not be liable for rent until Landlord delivers possession of the Premises to Tenant, but the term of this Sublease shall not be extended by the delay.

3. RENT.

(a) Tenant shall pay to Landlord base rent in the amount of **one dollar (\$1.00) per year beginning on January 1, 2024.**

(b) Tenant shall also pay to Landlord, as additional rent hereunder, the following described concession fees:

(i) A concession fee equal to 12% of the Tenant's gross sales from the Premises of alcoholic beverages;

(ii) A concession fee equal to 8% of Tenant's gross sales of goods and merchandise; and

(iii) A concession fee equal to 6% of Tenant's gross sales of food and non-alcoholic beverages.

(c) The concession fees referenced in paragraphs b(ii) and b(iii) above shall be calculated based only upon the portion of Tenant's combined gross sales of goods, merchandise, food and non-alcoholic beverages in a calendar year exceeding \$50,000, or in excess of a proportional amount for any partial calendar year at the beginning or end of the concession. The \$50,000 gross sales exclusion stated above shall not apply to alcoholic beverages.

(d) The above described concession fees shall be paid by Tenant to Landlord on a quarterly basis for the quarterly periods of January through March, April through June, July through September and October through December, during the term of this Sublease. Such concession fees shall be due on or before the 15th day of the calendar month following the end of each such quarter. On or before the 15th day of each calendar month following each quarter referenced above, Tenant shall complete and submit to Landlord an accurate Certified Activity Report in form and substance of that attached hereto as Exhibit D. Tenant shall keep and maintain such records: (1) as will substantiate Tenant's underlying gross sales figures for each of the three concession fee categories referenced in paragraph 3(b) above; and (2) as necessary to enable Landlord to perform its concession fee obligations to the State of Alaska under Section IV of the BASE LEASE referenced below. Tenant shall make such records available to Landlord upon request.

(e) Rent delinquent over 30 days will be assessed interest at the maximum legal rate of interest per year on a monthly basis.

4. USE OF PREMISES. Tenant shall use the Premises for retail, office, and storage space, and for no other use without Landlord's consent.

(a) Tenant shall comply with all covenants, provisions, conditions, and terms of that certain Lease Agreement No. ADA-72348 (hereinafter the "BASE LEASE"), between the State of Alaska, Department of Transportation ("State"), Lessor, and the City of Valdez, Lessee, to which all the terms, covenants, and conditions of this Sublease are subject. Tenant acknowledges receipt of a copy of the BASE LEASE which is incorporated herein by reference. The term of this Sublease is contingent upon the existence of an effective base lease regarding the Property between said Lessor and Lessee. Tenant shall not make or permit to be made any use of the Premises or any part thereof which would violate any of the covenants, agreements, terms, provisions, and conditions of said BASE LEASE; nor will Tenant commit any act, either by commission or omission, which would cause Landlord to be in default of any covenant, provision, term or condition of the BASE LEASE.

(b) Tenant will not make or permit to be made any use of the Premises or any part thereof which would violate any of the covenants, agreements, terms, provisions and conditions of this Sublease, or which directly or indirectly is forbidden by any federal, state or local

law, ordinance or regulation or which may be dangerous to life, limb, or property, or which will suffer or permit the Premises or any part thereof to be used in any manner or anything to be brought into or kept therein which, in the judgment of Landlord, shall in any way impair the character, reputation or appearance of the Building as a first class airport terminal building, or which will impair or interfere with or tend to impair or interfere with any of the services performed by Landlord for the Property.

(c) No additional locks or similar devices shall be attached to any door or window without Landlord's consent. No keys for any door other than those provided by Landlord shall be made. Tenant will be issued the minimum number of keys required by Tenant's staff. All keys must be returned to Landlord at the expiration or termination of this Sublease. Lost keys will require cores in all doors using that key be replaced with a new core. It will also require issuing new keys to all key-holders of that core. Lost keys or any keys not returned upon expiration or termination of this Sublease shall be assessed a charge of \$20 for each core and \$5 for each key. These charges will be multiplied by the number of cores and keys that have to be replaced throughout the building.

(d) The sidewalks, halls, passages, exits, entrances and stairways shall not be obstructed by Tenant or used for any purpose other than for ingress to and egress from the Premises. No Tenant and no employees or invitees of any Tenant shall go upon the roof of the Building.

(e) Tenant shall not use, keep or permit to be kept any foul, explosive or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business therein; nor shall any animals or birds be brought in or kept in or about the Premises or the Building, unless accompanying air travel passengers in transit and then only in containers designed for transport of such animals or birds.

(f) Tenant shall see that the doors and windows, if openable, of the Premises are closed and securely locked before leaving the Building and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building, and that all electricity shall likewise be carefully shut off so as to prevent waste or damage. Tenant shall be liable for all injuries and losses sustained by other tenants, occupants of the Building or Landlord as a result of the failure to abide by the foregoing obligations.

(g) Tenant may temporarily utilize conference rooms or other meeting spaces free of charge upon written request and approval from the Ports and Harbors Director.

In addition to all other liabilities for breach of any covenant of this paragraph, the Tenant shall pay to the Landlord an amount equal to any increase in insurance premiums payable by the Landlord or any other tenant in the Building, caused by such breach.

5. SECURITY DEPOSIT. The Tenant has deposited with Landlord at the time of execution of this Sublease the sum of Zero Dollars (\$0.00) as a security deposit for the performance

by Tenant of the provisions of this Sublease.

6. UTILITIES AND SERVICES. Landlord shall furnish to the Premises, at Landlord's expense, except as otherwise provided in this Sublease, reasonable quantities of electricity, heat, water, and sewer as required for Tenant's use. If Landlord is required to construct new or additional utility installations including, without limitation, wiring, plumbing, conduits and mains, resulting from Tenant's changed or increased utility requirements, Tenant shall, on demand, pay to Landlord the total cost of these items. Landlord shall not be liable for failure to furnish utilities to the Premises when the failure results from causes beyond Landlord's reasonable control, but in case of such failure Landlord will take all reasonable steps to restore the interrupted utilities. Any such interruption of utilities shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or give Tenant any right to abatement of rent, or otherwise, or relieve Tenant from performance of any of Tenant's obligations under this Sublease. Tenant shall pay for all telephone and internet related charges, including installation.

7. CONDITION OF PREMISES. Tenant's taking possession of the Premises shall be conclusive evidence as against Tenant that the Premises were in good order and satisfactory condition when Tenant took possession, except as to latent defects. No promise of Landlord to alter, remodel, repair or improve the Premises or the Building and no representation as to the condition of the Premises or the Building has been made by Landlord to Tenant, other than as may be contained in this Sublease or in a separate written agreement. At the termination of this Sublease, the Tenant shall return the Premises clean and in as good order and condition as when the Tenant took possession, ordinary wear and tear excepted, failing which the Landlord may restore the Premises to such condition and the Tenant shall pay the cost thereof on demand.

8. MAINTENANCE AND REPAIRS. Landlord, at Landlord's expense, shall maintain, in good condition, the structural parts of the Building which shall include only the foundation, bearing and exterior walls (excluding glass and doors to the Premises), subflooring, the unexposed electrical, plumbing and sewage systems, and the heating and ventilation system servicing the Premises. Tenant, at Tenant's expense, shall maintain, in good condition, the Premises, including, without limitation, all glass, doors to the Premises, electrical and plumbing fixtures, interior walls, signs and Tenant's personal property.

9. SNOW REMOVAL. Landlord shall provide snow removal in the parking area except Tenant shall provide snow removal in parking areas, if any, reserved to Tenant's use.

10. ALTERATIONS. Tenant shall not make any alterations to the Premises without Landlord's prior written consent. Approval of the alterations shall not constitute a building permit, nor shall a building permit constitute approval of the alterations. Any alterations shall remain on and be surrendered with the Premises on expiration or termination of this Sublease, except that Landlord can elect at any time, to require Tenant to remove any alterations that Tenant has made to the Premises. If Landlord so elects, Tenant, at Tenant's expense, shall restore the Premises to the condition designated by Landlord in its election, before the last day of the term, or within thirty (30)

days after notice of election is given, whichever is later. If Tenant proceeds to make any approved alterations to the Premises as provided in this paragraph, Tenant shall notify Landlord no less than five (5) days prior to the commencement of the work unless otherwise waived by Landlord.

11. MECHANICS' LIENS. Tenant shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted by this Sublease. Tenant shall keep the Premises, the Building, and the Property free and clear of mechanics' liens resulting from construction done by or for Tenant. Tenant shall have the right to test the correctness or the validity of any such lien only if, immediately on demand by Landlord, Tenant procures and records a lien release bond issued by a corporation authorized to issue surety bonds in the State of Alaska in an amount equal to one and one-half times the amount of the claim of lien. The bond shall meet the requirements of AS 34.35.072 and shall provide for the payment of any sum that the claimant may recover on the claim, plus interest, costs and attorney's fees.

12. EXCULPATION OF LANDLORD. Landlord shall not be liable to Tenant for any damage to Tenant's property unless caused by the sole negligence or intentional conduct of Landlord. Tenant waives all claims against Landlord and the State of Alaska, Department of Transportation and Public Facilities for damage to Tenant's property arising for any reason other than from the sole negligence or intentional conduct of Landlord.

13. INDEMNITY. Tenant shall indemnify, defend and hold Landlord and the State of Alaska, Department of Transportation and Public Facilities harmless from all damages arising out of any injury to any person or damage to, or destruction of, property occurring to, in, on or about the Premises, Building or Property arising out of the activities or negligence of Tenant, its employees, contractors, suppliers, customers, invitees, guests, and representatives; except that Landlord shall indemnify and hold Tenant harmless from all damages arising out of any injury to any person or damage to, or destruction of, property (other than Tenant's) caused by the sole negligence of Landlord or its authorized representatives.

14. PUBLIC LIABILITY. Tenant, at Tenant's expense, shall maintain public liability insurance with a combined single limit of liability per occurrence of not less than ONE MILLION DOLLARS (\$1,000,000.00), and a combined single limit of liability annual aggregate of not less than TWO MILLION DOLLARS (\$2,000,000.00) insuring against all liability of Tenant, and authorized representatives, arising out of and in connection with Tenant's use or occupancy of the Premises. Premises/operations, personal and advertising injury liability, and products/completed operations liability must be included in this coverage.

All public liability insurance shall insure performance by Tenant of the indemnity provisions of paragraph 13. Landlord and the State of Alaska, Department of Transportation and Public Facilities shall be named as an additional insured, but the policy shall not contain any exclusion from coverage for Tenant's liability for damages or loss incurred by Landlord because of Landlord's status as additional insured. The policy shall further provide that it may not be canceled or amended without thirty (30) days prior written notice to Landlord as well as the State of Alaska, Department

of Transportation and Public Facilities.

15. TENANT'S FIRE INSURANCE. Tenant, at Tenant's expense, may maintain on all of its personal property, inventory, and Tenant's improvements and alterations, in, on or about the Premises, a policy of fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least ninety percent (90%) of their actual cash value. Tenant shall use the proceeds of any such policy for the replacement of such personal property and the restoration of Tenant's improvements or alterations.

16. LANDLORD'S FIRE INSURANCE. Landlord may, at its election and at Landlord's expense, maintain on the Building a policy of commercial property insurance coverage up to the full replacement value. If Landlord elects to maintain such a policy, the policy shall be issued in the names of Landlord and Landlord's lender, as their interests may appear. The policy shall provide that any proceeds shall be made payable solely to Landlord or Landlord's lender. The "full replacement value" of the Building to be insured under this paragraph shall be determined by the insurance company issuing the policy at the time the policy is initially obtained or subsequently renewed.

Tenant shall not use the Premises for any purpose, nor do any acts in the Premises, which will increase the existing rate of insurance on the Building or cause the cancellation of any insurance policy covering the Building, or any part thereof, nor shall Tenant sell, or permit to be kept, used or sold, in or about the Premises, any article, material or substance which may be prohibited by standard form fire and extended coverage insurance policies. Tenant shall, at Tenant's expense, comply with any and all requirements pertaining to the Premises of any insurance organization or company, necessary for the maintenance of fire and extended coverage insurance covering the Building. Tenant agrees to pay to Landlord as additional rent any increase in premiums on policies which may be carried by Landlord covering damage to the Building by fire and the perils normally included in extended coverage above the rate for the least hazardous type of occupancy for airport terminal use. In event of non-payment of such additional rent, Landlord shall have all the rights and remedies provided in this Sublease in case of non-payment of rent.

17. WAIVER OF SUBROGATION. Tenant waives rights of subrogation against Landlord and the State of Alaska, Department of Transportation and Public Facilities on behalf of Tenant and its insurers for any loss or damage to personal property of Tenant.

18. OTHER INSURANCE MATTERS. All insurance required to be carried by Tenant under this Sublease shall be issued by insurance companies acceptable to Landlord; shall be issued as a primary policy; shall contain an endorsement requiring thirty (30) days prior written notice from the insurance company to the Landlord before cancellation or change in the coverage, scope or amount of any policy; and each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with Landlord at the commencement of the term of this Sublease, and on renewal of the policy not less than thirty (30) days before expiration of the term of the policy.

19. TAXES AND ASSESSMENTS. Landlord shall pay all general and special assessments. Tenant shall pay all real estate taxes levied on Tenant's interest in the Premises, Building or Property.

20. DESTRUCTION. If, during the term of this Sublease, the Premises or the Building are totally or partially destroyed from any cause, rendering the Premises totally or partially inaccessible or unusable, Landlord shall restore the Premises or the Building to substantially the same condition as they were in immediately before destruction, if the restoration can be made under the then existing laws and can be substantially completed within one hundred twenty (120) working days after the date of destruction. Such destruction shall not terminate this Sublease. If the restoration cannot be made in the time stated in this paragraph, either party shall have the right to terminate this Sublease by notice to the other party given at any time within thirty (30) days after the date of such destruction, except that if such destruction resulted from Tenant's fault or negligence, Tenant shall have no right to terminate this Sublease. If the then existing laws do not permit the restoration, either party shall have the right to terminate this Sublease by notice to the other party given at any time within thirty (30) days after the date of such destruction.

If a portion of the Building other than the Premises shall be totally or partially destroyed from any cause such that in the opinion of the Landlord the Building should be restored in such a way as to alter the Premises materially, Landlord may terminate this Sublease by notice to Tenant at any time within thirty (30) days after the date of such destruction. In the event of giving effective notice pursuant to this paragraph, the term of this Sublease shall expire on the date fifteen (15) days after the giving of such notice as fully and completely as if such date were the date hereinbefore set forth for the expiration of the term of this Sublease. If this Sublease is not so terminated, Landlord shall restore the Premises and the Building within a reasonable time and this Sublease shall continue in full force and effect.

If Landlord is required or elects to restore the Premises as provided in this paragraph, Landlord shall not be required to restore alterations made by Tenant, Tenant's improvements, Tenant's trade fixtures, and Tenant's personal property, including without limitation, any panels, decoration, office fixtures, railing, ceiling, floor covering, partitions and the like, such excluded items being the sole responsibility of Tenant to restore.

In case of destruction there shall be an abatement or reduction of rent, between the date of destruction and the date of completion of the restoration or the date of termination of this Sublease based on the extent to which the destruction interferes with Tenant's use of the Premises, except that if such destruction resulted from Tenant's fault or negligence, Tenant shall not be entitled to such abatement or reduction of rent.

If there is destruction to the Building that exceeds thirty-three and one-third percent (33 and 1/3%) of the then replacement value of the Building from any risk, Landlord can elect to terminate this Sublease whether or not the Premises are destroyed.

21. CONDEMNATION. If, during the term of this Sublease, there is a taking by condemnation (including condemnation by Landlord) of all or any part of the Premises or Building, the rights and obligations of the parties shall be as follows:

If there is a taking of all or any part of the Premises, the term of this Sublease shall forthwith cease and terminate as of the date of vesting of title in the condemner, and the Landlord is entitled to receive the entire award from the condemning authority except that portion, if any, of the award which may be attributable to the loss or the value of the Tenant's business and Tenant's leasehold interest, which is given the Tenant by virtue of this Sublease.

22. DEFAULT. Each of the following shall be deemed a default by the Tenant and a breach of the Sublease:

(a) A default in the payment of the rent and additional rents due hereunder, or any part thereof, for a period of fifteen (15) days from the due date for such payment.

(b) A default in the performance of any other term, covenant or condition on the part of the Tenant to be kept, performed, or observed for a period of fifteen (15) days after service by Landlord on Tenant of a notice specifying the particular default or defaults, provided, however, that no default on the part of the Tenant in the performance of work or acts required by it to be done, or conditions to be modified, shall be deemed to exist if steps shall have in good faith been commenced promptly by the Tenant to rectify the same and shall be prosecuted to completion with diligence and continuity.

(c) The entry of a decree or order for relief by a court having jurisdiction in respect of the Tenant in an involuntary case under the federal bankruptcy laws, as now or hereinafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Tenant or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs.

(d) The commencement by the Tenant of a voluntary case under the federal bankruptcy laws, as now constituted or thereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by it to the appointment of or taking possession of a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Tenant or for any substantial part of its property, or the making by Tenant of any assignment for the benefit of creditors, or the failure of the Tenant generally to pay its debts as such debts become due, or the taking of corporate action by the Tenant in furtherance of any of the foregoing.

(e) The taking possession of the property of Tenant by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of the Tenant.

(f) The vacation or abandonment of the Premises by Tenant.

(g) The assignment or subletting of the Premises by Tenant without the prior written consent of Landlord and the State of Alaska.

23. LANDLORD'S REMEDIES IN EVENT OF DEFAULT. In the event of any default by Tenant under this Sublease, Landlord shall have the following rights and remedies, which shall be cumulative and all in addition to any rights and remedies that Landlord may be given by statute, common law or otherwise:

(a) Distrain for rent due.

(b) Reenter the Premises and take possession thereof and remove all signs, other evidence of tenancy, and all personal property of Tenant from the Premises.

(c) Declare the term of this Sublease ended.

(d) Relet the Premises in whole or in part for any period equal to or greater or less than the remainder of the term of this Sublease, for any sum which Landlord may deem reasonable.

(e) Collect any and all rents due or to become due from subtenants or other occupants of the Premises.

(f) If Tenant shall at any time fail to make any payment or perform any other act on its part to be made or performed under this Sublease, Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any obligation under this Sublease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith to pay expenses and employ counsel. Tenant agrees to pay all costs and reasonable attorney's fees incurred by Landlord in instituting, prosecuting or defending any action or proceeding to enforce Landlord's rights under this Sublease or to enforce performance by Tenant of any condition, obligation or requirement hereunder. All sums so paid by Landlord and all expenses in connection therewith, together with interest thereon at the rate of eight percent (8%) per year or the current maximum legal rate of interest, whichever is less, from the date of payment to the date of repayment, shall be deemed additional rent hereunder and payable at the time of any installment of rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof, or of any other additional rent, as in the case of default in the payment of rent.

(g) Restrain by injunction any violation or attempted violation, or compel by injunction the performance of any of the covenants, agreements or conditions or terms of this Sublease.

(h) Recover, whether this Sublease be terminated or not, from Tenant, damages provided for below constituting of items (i) and (ii), or, at Landlord's election in lieu of (ii),

item (iii): (i) reasonable attorney's fees and other expenses incurred by Landlord by reason of the breach or default by Tenant, and (ii) an amount equal the amount of all rent and additional rents reserved under this Sublease, less the net rent, if any, collected by Landlord on reletting the Premises, which shall be due and payable by Tenant to Landlord on the several days on which the rent and additional rents reserved in this Sublease would have been become due and payable; that is to say, upon each of such days Tenant shall pay to Landlord the amount of deficiency then existing. Such net rent collected on reletting by Landlord shall be computed by deducting from the gross rent collected all expenses incurred by Landlord in connection with the reletting of the Premises, or any part thereof, including broker's commission and the cost of renovating or remodeling the Premises; or (iii) an amount to be due immediately on breach, equal to the difference between the rent and the fair and reasonable rental value of the Premises for the same period. In the computation of such damages the difference between any installment of rent thereafter becoming due and the fair and reasonable value of the Premises for the period for which such installment was payable shall be discounted to the date of such breach at the rate of eight percent (8%) per year. If the Premises, or any part thereof, be relet by Landlord for the unexpired term of this Sublease, or any part thereof, before presentation of proof of damages, the amount of rent reserved upon such reletting, in the absence of evidence to the contrary, shall be deemed to be the fair and reasonable rental value for the Premises, or any part thereof, so relet during the term of such reletting.

(i) Reentry or reletting of the Premises, or any part thereof, pursuant to this paragraph 23 shall not be deemed a termination of this Sublease, unless expressly declared to be so by Landlord. If this Sublease shall be deemed terminated, Tenant's liabilities shall survive and Tenant shall be liable for damages as provided above.

The enumeration of the default rights of Landlord above are not intended to imply that they are mutually exclusive, nor that they are in lieu of any or all statutory, common law or other rights, all of which rights Landlord shall retain.

24. SURRENDER OF POSSESSION.

(a) If upon any termination of this Sublease Tenant shall fail to surrender possession and vacate the Premises immediately and deliver possession thereof to Landlord, Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event with or without process of law and to repossess Landlord of the Premises and to expel or remove Tenant and any others who may be occupying or within the Premises and to remove any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.

(b) Any and all property which may be removed from the Premises by Landlord pursuant to the authority of any term of this Sublease or of law, to which Tenant is or may be entitled, may be handled, removed, or stored by Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof or for

any loss or damage to Tenant occasioned thereby. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the term of this Sublease or of Tenant's right to possession of the Premises, however terminated, shall be conclusively deemed to have been forever abandoned by Tenant and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit.

25. QUIET ENJOYMENT. So long as Tenant shall observe and perform the covenants and conditions contained in this Sublease, Tenant shall, at all times during the term of this Sublease, peacefully and quietly have and enjoy possession of the Premises without any disturbance or hindrance by, from or through Landlord.

26. ASSIGNMENT AND SUBLETTING.

(a) Tenant shall not voluntarily assign or encumber its interest in this Sublease or in the Premises or sublease all or any part of the Premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Premises without first obtaining Landlord's consent, which will not unreasonably be withheld, and the consent of the State of Alaska, Department of Transportation and Public Facilities. Any assignment, encumbrance or sublease without such consent shall be voidable and, at Landlord's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of fifty-one percent (51%) or more of the value of the assets of Tenant, shall be deemed a voluntary assignment. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least fifty-one percent (51%) of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors. As to a corporation the stock of which is traded through an exchange or over the counter, a sale or other transfer of a controlling percentage of the capital stock of such a Tenant corporation will not be deemed to be a voluntary assignment.

(b) Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Sublease, all rent from any subletting of all or a part of the Premises as permitted by this Sublease, and Landlord, as assignee and attorney-in-fact for Tenant or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Sublease, except that, until the occurrence of an act of default by Tenant, Tenant shall have the right to collect such rent.

(c) Any proposed assignment or sublease must be submitted to the Landlord for approval in seven (7) copies, each bearing the original notarized signature of all parties. Each sublease or assignment shall be expressly subject and subordinate to this Sublease and the rights of the Landlord hereunder, and shall require the assignee or sublessee to assume the Tenant's

obligation hereunder and shall not release the Tenant from liability hereunder unless expressly provided in writing. Each sublease shall be expressly terminable by Landlord in its sole discretion at the end of the term of this Sublease. If approved by Landlord, the proposed sublease or assignment will be forwarded to the State of Alaska, Department of Transportation and Public Facilities for approval. No consent to assignment or sublease is effective until given in writing by both the Landlord and the State of Alaska, Department of Transportation and Public Facilities.

27. RIGHTS RESERVED TO LANDLORD. Landlord reserves the following rights:

- (a) To name or to change the name of the Building.
- (b) To install and maintain or to allow installation and maintenance of signs on the exterior or interior of the Building, excluding the interior of the Premises.
- (c) To have pass keys to the Premises.
- (d) To have access to the Premises for purposes of inspection or response to an emergency.
- (e) On reasonable prior notice to Tenant, to exhibit the Premises to prospective tenants during the last six (6) months of the term of this Sublease, and to any prospective purchaser, mortgagee, or assignee of any mortgage on the Building and to others having a legitimate interest at any time during the term of this Sublease.
- (f) At any time in the event of an emergency and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions, and improvements to the Premises or to the Building as may be necessary or desirable for the safety, protection or preservation of the Premises or the Building or Landlord's interest, or as may be necessary or desirable in the operation or improvement of the Building or in order to comply with all laws, orders and requirements of governmental or other authority.
- (g) In the sole discretion of the Landlord, the Leased Premises may be used by Landlord or a third party in cases of emergency requiring use of the Leased Premises. Upon 30 days' notice from the Landlord, the Lease Premises may be used by Landlord or a third-party for special events such as the Valdez Fly-In and Airshow. Tenant shall make best efforts to remove or relocate equipment or other items stored in the Leased Premises as necessary to facilitate use under this subparagraph. In the event Tenant fails to remove or relocate equipment or other items, Landlord may remove or relocate such items.

28. ESTOPPEL CERTIFICATES. Either party shall at any time and from time to time upon not less than fifteen (15) days prior request by the other party, execute, acknowledge and

deliver to such party, or to its designee, a statement in writing certifying that this Sublease is unamended and in full force and effect (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments), that there are no defaults existing (or if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.

29. HOLDING OVER. If Tenant fails to surrender the Premises to Landlord on expiration of the term of this Sublease as required by paragraph 24 of this Sublease, Tenant shall pay Landlord rent at the rate established in paragraph 3 of this Sublease, for the entire time Tenant thus remains in possession, and, in addition thereto, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the Premises. If Tenant remains in possession of the Premises after expiration of the term of this Sublease, or after the date in any notice given by Landlord to Tenant terminating this Sublease, Tenant will be charged in addition to the rental rate, a Surcharge of 10% of the monthly rental fee for each month that the Tenant remains in possession of the Premises without a signed Sublease. If Tenant remains in possession of the Premises after expiration of the term of this Sublease, or after the date in any notice given by Landlord to Tenant terminating this Sublease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on thirty (30) days notice given at any time by either party, provided, however, that Landlord, at Landlord's election, expressed in a notice to Tenant, and not otherwise, may elect to treat such holding over as a renewal of this Sublease for a term of one (1) year. The provisions of this paragraph do not exclude Landlord's rights of re-entry or any other right under this Sublease.

30. SUBORDINATION OF SUBLEASE. The rights of Tenant under this Sublease shall be and are subordinate at all times to the BASE LEASE and all ground leases and/or underlying leases, if any, now or hereafter in force against the Property and to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Premises, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This paragraph is self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall promptly execute such further instrument as may be requested by Landlord. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument or instruments. Tenant, at the option of any mortgagee, agrees to attorn to such mortgagee in the event of a foreclosure sale or deed in lieu thereof.

31. NOTICES. All notices, demands and requests from one party to another shall be delivered in person or sent by mail, certified or registered, and addressed to the other party at the address set forth for such party in the introductory paragraph of this Sublease, or at such other address as either party may notify the other in writing pursuant to this paragraph.

32. WAIVER. No failure by either Landlord or Tenant to insist upon the strict performance by the other of any term, covenant or condition of this Sublease or to exercise any right

or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant or condition. No waiver of any breach shall affect or alter this Sublease, but each and every term, covenant and condition of this Sublease shall continue in full force and effect with respect to any other then existing or subsequent breach.

The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other defaults; it shall constitute only a waiver of timely payment of the particular installment of rent involved. No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the term of this Sublease. Only a notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the term of this Sublease.

33. SALE OR TRANSFER OF PREMISES. If Landlord sells or transfers the Building or the Premises, on consummation of the sale or transfer, Landlord shall be released from any liability thereafter accruing under this Sublease. If any security deposit or prepaid rent has been paid by Tenant, Landlord can transfer the security deposit or prepaid rent to Landlord's successor and on such transfer Landlord shall be discharged from any further liability in reference to the security deposit or prepaid rent.

34. MISCELLANEOUS PROVISIONS.

(a) Time is of the essence of each provision of this Sublease.

(b) This Sublease shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns, except as otherwise provided in the Sublease.

(c) This Sublease shall be governed by and construed and enforced in accordance with the laws of the State of Alaska.

(d) This Sublease contains all the agreements of the parties and cannot be amended or modified except by a written agreement signed by the parties hereto.

(e) It is understood and agreed that this Sublease shall not be binding until and unless all parties have signed it.

(f) In the event of variation or discrepancy, Landlord's original copy of this Sublease shall control.

(g) Any litigation arising out of the performance of the parties under this Sublease, or its interpretation, shall be brought in the Superior Court for the State of Alaska, Third Judicial District at Valdez.

(h) All provisions contained in this Sublease, whether covenants or

conditions on the part of the Tenant shall be deemed to be both covenants and conditions.

35. NON-DISCRIMINATION. Tenant covenants and agrees that discrimination on the grounds of race, color, religion, national origin, ancestry, age or sex will not be permitted against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal, state or local law. The Tenant recognizes the right of the Landlord to take any action necessary to enforce this covenant, including actions required pursuant to any federal, state or local law.

36. RADIO INTERFERENCE. At the Landlord's request, Tenant shall discontinue the use of any machine or device which interferes with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

37. REGULATIONS. Tenant agrees to abide by all reasonable regulations now or hereafter established by the Landlord concerning the operation and maintenance of the Premises, Building, and the Property.

38. SPECIAL COVENANTS. Landlord will allow Tenant's short term (Less than 3 days) use of the meeting, and events spaces when not in use by the landlord at no additional charge.

39. TERMINAL CHANGES AND IMPROVEMENTS.

(a) The Tenant understands and agrees that the requirements of the Building as an airport terminal in such matters as passenger volume, freight volume, flight frequencies, aircraft size, operating procedures, efficient baggage handling and passenger movements, aircraft and vehicle parking requirements, etc., may from time to time change, sometimes substantially, and consequently Landlord does hereby reserve the right and option to rebuild, remodel, relocate, or otherwise effect such changes in the Premises and the Building. Tenant agrees that upon thirty (30) days advance written notice given by Landlord to relocate to a new premises within the Building as may be assigned by Landlord as deemed necessary or advisable in Landlord's sole discretion; subject, however, to the conditions that the new premises shall be situated on the same floor in the Building and on the same concourse or hallway as the Premises, and further that the area of the new premises shall be not less than ninety percent (90%) of the area of the Premises unless Tenant shall consent to a greater reduction.

(b) Tenant shall receive no compensation or reimbursement of expenses for any such move required by Landlord. However, if the area of the new premises is less than the area of the Premises, rent shall be reduced by a fraction, the numerator of which is the difference between the area of the Premises and the area of the new premises and the denominator of which is the area of the Premises. During the term of this Sublease (not including any extensions or renewals thereof) the Tenant shall not be required to pay any increased rent resulting from any such move required by Landlord, even if the new premises are larger than or have a higher rental rate than the

Premises.

(c) The Tenant agrees that temporary inconveniences, such as noise, disturbances, traffic detours, and the like, caused by or associated with the construction, remodeling, rebuilding, or relocation of the other portions of the Building shall not constitute a breach of quiet enjoyment of the Premises, nor shall they be grounds for an abatement of rental except in cases of interruption of the Tenant's business or activities of longer than five (5) days in any calendar month in which case the rent shall be abated to the extent of 1/30th of the monthly rental per each day of interruption of the Tenant's business or activity.

(d) In the event Tenant is required to move to new premises, Landlord will exert its best efforts to provide new premises comparable to the Premises but in the event the move will have a substantially adverse effect on the activities or business of the Tenant conducted in the Premises, the Tenant may terminate this Sublease by giving written notice of termination to the Landlord within thirty (30) days after the Landlord has given the Tenant the foregoing notice that the Tenant must move.

40. RENEWAL AND RENT ADJUSTMENT. Intentionally left blank.

41. The Landlord shall notify the State of Alaska, Department of Transportation and Public Facilities should the Landlord repossess the Premises in the event of default, cancellation, or termination of this Sublease.

42. STATE DOT/PF APPROVAL. This Sublease is subject to the BASE LEASE. Pursuant to the terms of said BASE LEASE, this Sublease shall not become effective until approved in writing by the State of Alaska, Department of Transportation and Public Facilities.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Sublease effective the day and year first above written.

TENANT

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

John Douglas, City Manager

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

Jeremy Talbott, Ports and Harbors Director

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jake W. Staser

Date: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____, day of _____, 20__ before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared _____, and acknowledged to me that he/she executed the foregoing instrument as the free and voluntary act for the uses and purposes therein set forth.

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

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____, day of _____, 20__ before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, and acknowledged to me that he/she executed the foregoing instrument as the free and voluntary act for the uses and purposes therein set forth.

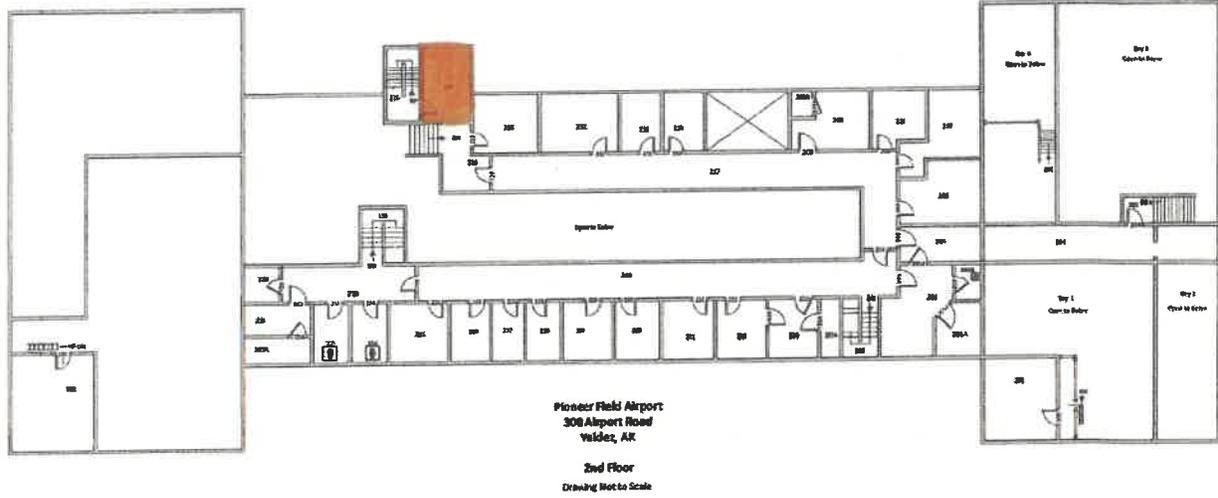
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first hereinabove written.

Notary Public in and for _____
My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

2022



2022

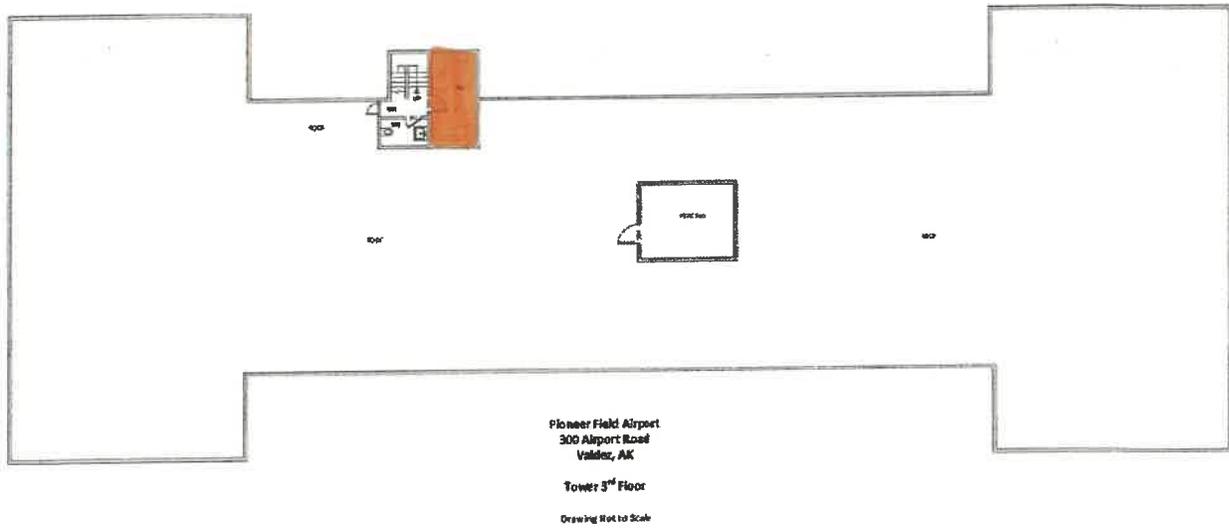


EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

A tract of land situated within U. S. Survey No. 3628, approved October 12, 1962, located at Valdez, Alaska, within Protracted Section 35, Township 8 South, Range 6 West, Copper River Meridian, Alaska; and being more particularly described as follows:

Commencing at the witness point on line 1-2 of aforementioned U. S. Survey No. 3628; thence South 79 degrees 13 minutes and 08 seconds West, 402.40 feet to a point on said line 1-2; thence North 10 degrees 46 minutes 52 seconds West, 60.00 feet to the True Point of Beginning of the herein described tract of land; thence South 79 degrees 13 minutes 08 seconds West 500.00 feet to the point; thence North 10 degrees 30 minutes 33 seconds West, 278.79 feet to a point; thence North 79 degrees 29 minutes 12 seconds East 1000.00 feet to a point; thence South 10 degrees 30 minutes 33 seconds East, 274.11 feet to a point; thence South 79 degrees 13 minutes 08 seconds West 500.00 feet to the True Point of Beginning, which tract is also known as Lots Two (2) and Three (3), Block Three Hundred (300), of the unrecorded plat of AIRPORT RESERVE.

EXHIBIT D

CONCESSION FEE REPORT AND REMITTANCE

Lessee Name / DBA: _____

Contact Information: _____

SALES PERIOD (CHECK ONE)	Due Date
_____ 1st Quarter, Jan-Mar	April 15th
_____ 2nd Quarter, Apr-Jun	July 15th
_____ 3rd Quarter, Jul-Sep	October 15th
_____ 4th Quarter, Oct-Dec	January 15th

ALCOHOLIC BEVERAGE SALES:

(a) Gross Sales: _____

(b) Concession Fee Rate: _____ 12%

Concession Fee (a) x (b) _____ **PLEASE REMIT THIS AMOUNT
Payable to "City of Valdez"**

OTHER SALES:

Food and Non-Alcoholic Beverages: _____

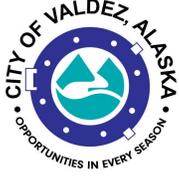
Goods and Merchandise _____

Lodging: _____

"Other Sales" are for reporting purposes only. Do not remit payment to the City of Valdez. Should your "Other Sales" surpass \$50,000, then you would need to remit 6% of sales for food and non-alcoholic beverages, 8% of sales for goods, and 5% of sales for lodging, but until that point, no payment is due.

Please return to City of Valdez, Finance Department, P.O. Box 307, Valdez, AK 99686
brusher@valdezak.gov with a copy to jtalbott@valdezak.gov.

Questions: Jeremy Talbott, Port & Harbor Director 907.834.3429 jtalbott@valdezak.gov.



Legislation Text

File #: RES 23-0075, **Version:** 1

ITEM TITLE:

#23-75 - Naming Rates and Fees for Use of Facilities in the Valdez Harbors and Repealing Resolution No. 23-19 Formerly Naming Such Rates and Fees

SUBMITTED BY: Sarah Von Bargaen, Harbormaster

FISCAL NOTES:

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

RECOMMENDATION:

Approve recommendation to City Council naming rates and fees for use of facilities in the Valdez Harbors and repeal Resolution No. 23-19 formerly naming such rates and fees.

SUMMARY STATEMENT:

The Ports & Harbor Commission has reviewed the attached resolution with proposed increases and changes to the Harbors' rates. The Commission and staff are now submitting to City Council for approval their final recommendations for rate increases for use of the facilities within the Valdez Harbors.

The following recommended changes for approval are as follows:

- Increase in both daily and monthly moorage rates (prepaid and billed)
- Increase to summer truck/trailer parking areas used for storage
- Adjustment of "failure to cancel lift" rate from \$150.00 to one-half the regular lift rate for scheduled vessel
- Adjustment of "vessels without insurance" rate from additional \$1.00 per foot to \$2.00 per foot
- Increase of grid use rates for different sized vessels
- Increase of "after hours labor"
- Adjustment of verbiage for "accounts sent to collections" fee

CITY OF VALDEZ, ALASKA

RESOLUTION #23-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA NAMING RATES AND FEES FOR USE OF FACILITIES IN THE VALDEZ HARBORS AND REPEALING RESOLUTION NO. 23-19 FORMERLY NAMING SUCH RATES AND FEES

WHEREAS, the Valdez Harbors are operated and maintained under the jurisdiction of the Valdez City Council; and,

WHEREAS, Resolution No. 23-19 previously established the schedule of rates and fees for the public use of the Valdez Harbors; and,

WHEREAS, the City Council has determined that adjustments in rates and fees are necessary to provide for adequate funding of long-term maintenance and operations of the Harbors.

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

Section 1. Resolution No. 23-19 is hereby repealed.

Section 2. The attached schedule of rates and fees shall govern the public use of the facilities in the Valdez Harbors.

Section 3. This resolution shall become effective upon approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 19th day of December 2023.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

**VALDEZ SMALL BOAT HARBOR
SCHEDULE OF RATES AND FEES
RESOLUTION #23-75**

SECTION I. MOORAGE FEES

A. Annual Slip Rental

The due date for all annual moorage rentals is established as January 1 in any calendar year to allow maximum utilization of the Valdez Harbors. At the option of the vessel owner, the moorage fee may be paid in annual, semi-annual, or monthly installments. In the event a reserved moorage space comes available later in the calendar year, annual moorage shall be pro-rated based on the date of assignment, either semi-annual, quarterly, monthly, or daily as applicable.

The annual moorage fee for reserved moorage privileges shall be based on the length of float assigned or the overall length of the vessel (including all hull attachments, such as bowsprits, davits, dinghies, etc.) whichever is longer. (Commercial seine skiffs are exempt).

The rate structure for reserved moorage privileges on A-K and R-W Docks will be increased annually to help offset the ongoing effects of inflationary pressures and other cost escalations associated with the long-term maintenance and operations of the Valdez Harbors. Annual increases will be set initially in three-year increments followed by yearly increments and be expressed as a percentage amount, not to be exceeded.

Twenty foot (20') sized slip moorage rates will be evaluated periodically but will not increase unless authorized by this resolution. Twenty foot (20') sized slip rates will be charged at thirty-five dollars (\$35.00) per foot per year.

For the three-year period 2022, 2023, and 2024 the annual increase for reserved moorage for twenty-four-foot (24') to forty-foot (40') slips will be a percentage amount not to exceed two and a half percent (2.5%) per year. The annual increase for slips sized forty-eight feet (48') or longer will be a percentage amount not to exceed five percent (5%) per year. This resolution authorizes an increase of up to this amount each year, except that the City Council may during the annual budget process, set the increase at a lesser amount for the next calendar year. After the three-year period, twenty-four-foot (24') slips and larger moorage will increase by one percent (1%) annually.

Reserved moorage rates for 2022 for twenty-four-foot (24') to forty-foot (40') slips will be charged at forty-eight dollars and twenty-nine cents (\$48.29) per foot per year, and rates for forty-eight foot (48') slips and longer will be charged at forty-nine dollars and forty-seven cents (\$49.47) per foot per year.

Reserved moorage rates for 2023 for twenty-four-foot (24') to forty-foot (40') slips will be charged at forty-nine and fifty cents (\$49.50) per foot per year-, and rates for forty-eight-foot (48') slips and longer will be charged at fifty-one and ninety-five cents (\$51.95) per foot per year.

Reserved moorage rates for 2024 for twenty-four-foot (24') to forty-foot (40') slips will be charged at fifty dollars and seventy-four cents (\$50.74) per foot per year-, and rates for forty-eight-foot (48') slips and longer will be charged at fifty-four and fifty-five cents (\$54.55) per foot per year.

Reserved semi-annual moorage rates on A-M and R-W_Docks may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Reserved monthly moorage rates on A-M and R-W Docks may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

Reserved Tour Boat Dock moorage rates will be evaluated periodically but will not increase unless authorized by this resolution. Tour Boat Dock rates will be charged at eighty dollars and twenty-three cents (\$80.23) per foot per year. At the option of the vessel owner, the moorage fee may be paid in annual, semi-annual, or monthly installments.

Reserved semi-annual moorage rates on Tour Boat Dock may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Reserved monthly moorage rates on Tour Boat Dock may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

All tour boats 60 feet overall length or longer shall be berthed at the Tour Boat Dock. All slips located at the Tour Boat Dock facility shall be classed as 60-foot slips. The rate shall be the annual moorage rate fee per foot per year based on the 60-foot length of the slip or the vessel length, whichever is greater. Tour boats have preferential rights to all Tour Boat Dock slips. In the event more tour boats than Tour Boat Dock slips are available, a waiting list will be implemented.

B. Transient Slip Rental

For the purpose of calculating moorage, daily moorage is considered a 24-hour period from 8:00 a.m. to 8:00 a.m. the following day. Up to three (3) hours will be allowed for loading and unloading of vessels. Vessels moored longer than three (3) hours will be assessed transient moorage fees.

1. Annual Transient Slip Rental

The annual moorage fee for transient moorage privileges shall be 115% of the rate charged for reserved moorage. This fee shall be based on the length of the normally assigned float or the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) whichever is longer. The annual rate applies only if paid in advance. At the option of the vessel owner, the annual moorage fee may be paid in annual, semi-annual, or monthly installments.

Transient annual, semi-annual moorage rates on A-M Docks may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Transient annual, monthly moorage rates on A-M Docks may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

Transient annual, semi-annual moorage rates on Tour Boat Dock may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Transient annual, monthly moorage rates on Tour Boat Dock may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

2. Monthly Transient Slip Rental

a. Paid in Advance

The monthly rate for transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) shall be ~~nine dollars and sixty three cents (\$9.63)~~ ten dollars (\$10.00) per foot for all docks except the Tour Boat Dock slips, which shall be twenty dollars (\$20.00) per foot if paid in advance. The monthly rate applies only if paid in advance.

b. Billed

The monthly rate for billed transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) shall be ~~fourteen dollars and forty-five cents (\$14.45)~~ fifteen dollars (\$15.00) per foot for all docks except the Tour Boat Dock slips, which shall be thirty dollars (\$30.00) per foot if moorage must be collected through an invoice.

3. Daily Transient Slip Rental

The daily rate for transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.), shall be as follows:

Daily moorage <u>paid in advance</u>	Charged at \$0.77 <u>\$0.80</u> per foot per day
Daily moorage billed	Charged at \$1.16 <u>\$1.20</u> per foot per day
Daily moorage <u>paid in advance</u> for Tour Boat Dock slips	Charged at \$1.50 per foot per day
Daily moorage billed for Tour Boat Dock slips	Charged at \$2.25 per foot per day

C. Miscellaneous Moorage Fees

Vessels which occupy more than one-half (1/2) of the space between two (2) finger floats will be assessed an over-width fee of two dollars (\$2.00) per square foot over the allowed space.

Vessels propelled solely by human power and that occupy less than one-half (1/2) of the space between two (2) finger floats will be assessed a fee of twenty-five cents (\$0.25) per square foot per day or two dollars (\$2.00) per square foot per month.

Seaplanes will be assessed moorage by the width of the wings, i.e., if a seaplane takes up the space of three (3) slips, it will be charged accordingly.

Tour or charter vessels using moorage in the harbor to transport passengers (but not staying in the harbor more than three (3) hours, will be assessed a transient passenger tax. This fee will be two dollars (\$2.00) per passenger, per boarding trip. Insurance will be required and the City of Valdez listed as an additional insured.

All commercial vessels, including but not limited to fishing charters, tours, water taxis, kayak transport vessels, etc. shall pay one dollar (\$1.00) per passenger, per boarding trip starting in 2023. All commercial vessels listed in this section are required to provide the harbor with a valid business registration with the City of Valdez on an annual basis while operating in Valdez and list the City of Valdez as "additional insured". Failure to provide valid registration could result in the loss of permanent slip or use of moorage within the harbor and/or possible fines. Failure to report and/or make payment of fees within thirty (30) days after the end of the calendar year will result in the doubling of fees owed. Failure to report and submit payment after two (2) consecutive years will result in the loss of permanent slip or use of moorage within the harbor and/or possible fines.

Vessels mooring at the Drive-Down Float (DDF) in the South Basin will be assessed a prepaid rate of one dollar and fifty cents (\$1.50) per foot per day or a billed rate of three dollars (\$3.00) per foot per day. (The DDF is there for active loading and unloading and occasional net repair, not for long-term moorage). Vessels that have paid annual moorage may be exempt from additional DDF fees upon approval and/or scheduling with the Harbormaster.

Auxiliary vessels tied alongside the primary vessel, so long as they do not interfere with maneuverability of other vessel operators are allowed. The auxiliary vessel shall be charged transient moorage fees while in the water as applies from Section B. Commercial seine skiffs are exempt.

Per Resolution 23-18 anyone using their vessels as their primary residence for more than ninety (90) days in the calendar year will be charged the Harbor Residential Surcharge (HRS), which is a one-time fee. As “live-aboards”, you will also be responsible to pay the quarterly water and sewer fees (which are subject to change by resolution). Any “live-aboard” residing on their vessel who pays regular property taxes in Valdez is exempt from the HRS fee. The HRS fees per boat size are as follows starting in 2023 and will increase annually by 1% thereafter:

<u>Vessels less than 30 feet in length</u>	<u>\$4.80 per foot per year</u>
<u>Vessels between 30 and 39 feet in length</u>	<u>\$7.20 per foot per year</u>
<u>Vessels between 40 and 49 feet in length</u>	<u>\$9.60 per foot per year</u>
<u>Vessels between 50 and 59 feet in length</u>	<u>\$12.00 per foot per year</u>
<u>Vessels 60 feet in length or greater</u>	<u>\$14.40 per foot per year</u>

SECTION II. UPLAND STORAGE

A. Upland storage of vessels, vessels on trailers, trailers, or cradles during winter months (October 1 - April 30) shall be charged at a minimum rate of sixty dollars (\$60.00) per vessel, vessel on trailer, trailer, or cradle per month, up to thirty feet (30') in length. For all storage over thirty feet (30') in length, an additional two dollars (\$2.00) per foot per month shall be charged.

B. Upland storage of vessels, vessels on trailers, trailers, or cradles during the summer months (May 1 - September 30) shall be six dollars and fifty cents (\$6.50) per day per vessel, vessel on trailer, trailer, or cradle in the North Basin Uplands and shall be three dollars and twenty-five cents (\$3.25) in the South Basin Uplands.

C. Upland storage of vessels, vessels on trailers, trailers, cradles, or vessels on cradles during the summer months (May 15 - August 31) stored in the truck/trailer area of the yard shall be charged ~~twelve dollars and fifty cents (\$12.50)~~ thirteen-dollars (\$13.00) per day.

D. Upland storage of vessels, vessels on trailers, trailers, or cradles staying past the nine (9) month allotted time in both basins shall be charged a fee that doubles each additional nine (9) months.

E. Upland storage/parking of vessels hooked to a vehicle or trailers hooked to a vehicle more than seven (7) days will be charged the same fees applicable for winter or summer storage based on what basin uplands they are in.

F. Upland storage of vessels or trailers in the eastern long-term parking area shall be charged winter or summer storage rates as applicable.

G. Fisherman's Dock storage space shall be charged at a rate of two dollars (\$2.00) per foot per day with a minimum length of thirty feet (30').

H. An environmental fee shall be charged to all vessels storing their vessels in the Harbor uplands to help offset SWPPP fees and upland washdown system maintenance.

1. Trailered vessels shall be charged a flat fee of twenty dollars (\$20.00).
2. Vessels up to 35' shall be charged a flat fee of fifty dollars (\$50.00).
3. Vessels 36'-45' shall be charged a flat fee of sixty dollars (\$60.00).
4. Vessels 46' and over shall be charged a flat fee of seventy dollars (\$70.00).

SECTION III. BOAT LIFT AND TRAILER HAUL-OUTS

A. The following charges shall be made for use of the 75-ton Travelift and Harbor Trailers. However, the Harbor reserves the right to refuse lift and trailer services if necessary.

1. The minimum fee for a lift or trailer haul-out (emergency only) shall be three hundred dollars (\$300.00) based on a thirty foot (30') vessel for the first hour of use or any portion of time less than one (1) hour. ~~Vessels up to thirty feet (30') in length shall be charged the minimum lift fee.~~ Vessels thirty-one feet (31') and longer shall be charged the minimum lift fee plus an additional one dollar (\$1.00) per foot over thirty feet (30'), i.e. a vessel of thirty-eight feet (38') shall be charged a rate of three hundred thirty-eight dollars (\$338.00).
2. For use of the lift in excess of one (1) hour over scheduled lift time, a fee of four hundred ten dollars (\$410.00) plus one dollar (\$1.00) for each additional foot over thirty feet (30') per hour shall be charged. This charge shall be assessed in no less than fifteen (15) minute increments of one hundred two dollars and fifty cents (\$102.50) plus one dollar for each additional foot over thirty feet (30').
3. For use of the lift after normal working hours, a fee of six hundred dollars (\$600.00) plus an additional one dollar (\$1.00) per foot if over thirty feet (30'). Essentially the fee is double a regular lift, i.e. a vessel of thirty-eight feet (38') shall be charged six

hundred seventy-six dollars (\$676.00). An additional fee of three hundred dollars (\$300.00) plus the additional one-dollar (\$1.00) per foot if over thirty feet (30') per hour shall be charged for each consecutive hour, billed out in fifteen (15) minute increments.

4. For use of the lift to hang overnight, a minimum fee of six hundred dollars (\$600.00) plus additional one dollar (\$1.00) per foot rate (doubled) if over thirty feet (30') shall be assessed, i.e. a 40' vessel would be charged six hundred eighty dollars (\$680.00). Hanging overnight consists of two separate lifts, one in the evening and one in the morning. The last lift of the day must be scheduled with Harbor staff and no longer than one hour shall be taken or overtime rates will apply as described in item #3 above. Vessel must be in the water by 9:00 a.m. the following morning, as tide allows, or additional charges will be incurred according to item #2 above. All vessels must be supported while hanging in the slings.
5. For use of the lift during winter months, the minimum lift fee of three hundred dollars (\$300.00) plus additional one dollar (\$1.00) per foot rate if over thirty feet (30') plus operator labor of sixty dollars (\$60.00) per hour will be in effect (as prepping the Travelift takes additional time to warm up and/or de-ice before use).
6. Failure to cancel a scheduled lift one-half hour prior to time of lift, you will be charged a cancellation fee of ~~one hundred fifty dollars (\$150.00)~~ one-half the regular lift fee for scheduled vessel.
7. All vessels being lifted to the yard for more than one month will be required to place filter fabric under the length of the vessel and all blocking as well as placing absorbent pads under the keel. If vessel owner or agent does not have filter fabric or pads, the Harbor will provide them at our cost, plus fifteen percent (15%).
8. Use of Harbor jack stands (for emergency or impound lifts) will be charged at a rate of five hundred dollars (\$500.00) per week or twenty-five dollars (\$25.00) per day from May 1st through September 30th and three hundred dollars (\$300.00) per month from October 1st through April 30th (billed out in quarter month increments).
9. Vessels requiring to be hauled out that do not have insurance shall be charged a minimum rate of \$600.00 up to thirty feet (30') and vessels thirty-one feet (31') or longer will be charged the minimum fee plus an additional ~~one dollar (\$1.00) per foot~~ two dollars (\$2.00) per foot (essentially double the rate of an insured boat).

SECTION IV.

GRID, CRANE, AND FISH PUMP FEES

A. Grid rental rates shall be charged the following rates per foot per tide. ~~One dollar and twenty-five~~ seventy-five cents (\$1.25) ~~(\$1.75)~~ per foot per tide for vessels up to ~~seventy feet (70')~~ forty-nine feet (49'), and ~~one dollar and seventy-five cents (\$1.75)~~ two dollars and fifty cents (\$2.50) per foot per tide for vessels ~~seventy-one feet (71')~~ fifty to seventy feet (50'-70'), three dollars and twenty-five cents (\$3.25) for vessels seventy-one to ninety feet (71'-90'), four dollars (\$4.00) for vessels ninety-one feet (91') and over, based on the overall length of the vessel (including all hull attachments, such as bowsprits, davits, dinghies, etc.) Once the grid is scheduled and the boat owner fails to show or cancel at least one tide prior to the scheduled grid time, the minimum of one tide will be charged.

B. The Harbormaster shall issue permission for use of the grid and no boat shall be moored onto the grid until such permission has been granted and a Grid Use Agreement has been filed. The grid use shall be on a first come, first serve basis.

C. The fee for use of the cranes on the Fisherman's Dock shall be eighty dollars (\$80.00) per hour. This fee shall be billable in 15-minute increments. Once the crane has been activated, failure to deactivate the crane at the end of use will result in a one-hour minimum charge of eighty dollars (\$80.00).

D. The fee for use of the fish pump on the Fisherman's Dock shall be one hundred fifty dollars (\$150.00) per hour.

E. Replacement of crane and fish pump cards shall be charged a rate of twenty dollars (\$20.00) per card.

SECTION V. LABOR AND SERVICES

A. Service and labor performed by the Harbormaster or any City employee working in the Valdez Harbors shall be charged at the flat rate of sixty dollars (\$60.00) per one-half (1/2) hour minimum, per employee and one hundred dollars (\$100.00) per hour minimum, per employee for labor during normal business hours. All labor performed after normal business hours shall be charged at the flat overtime rate of ~~ninety dollars (\$90.00)~~ one hundred fifty dollars (\$150.00) per hour, per employee. ~~These fees shall be billable in 15-minute increments.~~ Labor requiring a call out will be charged the after-hour rate at a two (2) hour minimum rate, per employee.

1. The above labor fee includes, but is not limited to, snow removal from vessels, spill clean-up, pressure washing (impounds only), emergency vessel pump-out, etc.
2. Boat moves or towing performed in the North Basin or towed in from the breakwater shall be charged at a flat rate of sixty dollars (\$60.00) plus labor.

- Boat moves or towing performed from one basin to another shall be charged at a flat rate of one hundred dollars (\$100.00) plus labor.
3. Towing performed outside of the breakwater shall be charged one hundred twenty dollars (\$120.00) plus labor.
 4. Pumping of vessels shall be charged a flat rate of fifty dollars (\$50.00) per pump used, plus labor.
 5. Use of skiff for non-boat move related services shall be charged an hourly rate of one hundred dollars (\$100.00) plus labor.
 6. Work requiring call-out shall be charged a minimum of two hours at the overtime rate.
 7. Use of bobcat, loader or other equipment for customer assistance shall be charged a flat fee of sixty dollars (\$60.00) plus labor.
- B. All materials and/or supplies shall be charged at cost to the City plus fifteen percent (15%).

SECTION VI. WAIT LIST

A fifty dollar (\$50.00) per year non-refundable fee shall be charged per listing to each customer placing his/her name on the waiting list for a reserved slip.

SECTION VII. ELECTRICAL SERVICE IN THE HARBOR

A. Slip holders will be charged a monthly service charge of twelve dollars (\$12.00) and the actual cost of power per kilowatt hour as charged by the utility plus (\$0.025) per kilowatt hour. Kilowatt rates fluctuate monthly throughout the year per local utility. (Owners or operators are responsible for notifying the Harbor office of their in and out readings from their slips.)

B. Daily flat rate for power on the water is ten dollars (\$10.00)/day for 30amp, fifteen dollars (\$15.00)/day for 50amp and twenty-five dollars (\$25.00)/day for 100amp. This rate is for transient vessels staying 15 consecutive days or less.

C. Vessel owners connecting to power without prior authorization from Harbor staff will be fined. See Section IX #12 Tampering or unauthorized use of utilities.

SECTION VIII. LAUNCH RAMP

A. Launch ramp fees will be charged at ten dollars (\$10.00) per day or seventy-five dollars (\$75.00) per calendar year for use of the launch ramp. Vessels paying annual moorage fees will be exempt from this fee, but any trailer or truck and trailer left is subject to normal storage fees.

B. This fee excludes vessels propelled solely by human power, which shall pay five dollars (\$5.00) per day or thirty-seven dollars and fifty cents (\$37.50) per year for use of the launch ramp.

C. Vessel owners failing to provide proof of launch payment by receipt, self-pay stub or season launch sticker displayed on or in vehicle will be fined. See Section IX #21 Failure to pay launch fee.

D. Vessels left unattended or blocking the launch ramps will be charged a fee of twenty dollars (\$20.00) per hour.

SECTION IX. MISCELLANEOUS HARBOR FEES/FINES

The following fees/fines will be assessed for Valdez Harbors infractions:

1. \$ 50.00 Speeding/violation of "No Wake" speed
2. \$ 75.00 Operating a vessel in a reckless manner
3. \$ 75.00 Operating a vessel in a negligent manner
4. \$ 75.00 Trolling or fishing from a vessel in the Valdez Harbors or breakwater
5. \$ 75.00 Impeding safe navigation
6. \$200.00 Disposing of trash, garbage, human refuse, or animal waste, or any similar substance in the water of the harbors or upon the harbor grounds. Each infraction after the initial disposition of waste will result in an additional increase of one hundred dollars \$100.00 per violation. Upon third violation, you will be trespassed from the Harbors.
7. \$200.00 Releasing any fuel, oil, or their derivatives into the water or onto the lands of the harbors. Each infraction after the initial release will result in an additional increase of one hundred dollars \$100.00 per violation. Upon third violation, you will be trespassed from the Harbors.
8. \$ 75.00 Failure to register with the Harbormaster any vessel on which stall or space rental is not currently being paid and occupying any of the Valdez Harbors
9. \$ 50.00 Creating a nuisance or conducting unlawful business
10. \$ 50.00 Failure to properly control dog or other animal
11. \$ 50.00 Improper storage on any float, ramp, decline, walk or other public place in the Valdez Harbors, except at designated loading/unloading spaces.
12. \$250.00 Tampering or unauthorized use of utilities
13. \$ 25.00 Posting on bulletin board without proper consent
14. \$ 25.00 Improper posting of advertisement
15. \$100.00 Tampering or removing any sign or notice
16. \$ 50.00 Subleasing a slip to another user

17. \$500.00 Impoundment of vessel due to lack of payment or dereliction
18. \$500.00 A collection fee will be applied to any account for which formal collection action is taken, regardless of the base delinquent amount. The fee will be 100% of base amount, but not to exceed five hundred dollars (\$500.00).
19. \$ 50.00 Parking in a fire zone
20. \$100.00 Failure to provide 24-hour notice for Harbor staff to accommodate adequate time for slip clearance
21. \$ 40.00 Failure to pay launch fee
22. \$100.00 Failure to adhere to the Harbor's "Code of Conduct," Harassing customers or staff. Deliberate behavior that is intimidating, hostile, offensive, or adversely impacts staff work performance.
23. \$ 50.00 Failure to launch tenant vessel after giving notice for Harbor to clear slip and transient vessel was charged move fee, when the move turned out to be unnecessary
24. \$200.00 Blocking of the cranes with unattended gear, vehicles, netting, trailers, etc. shall be charged a fine of two hundred dollars (\$200.00) per day.
25. \$200.00 Storage on the Drive Down Float (which is prohibited) of unattended gear, vehicles, netting, trailers, etc. shall be charged a fine of two hundred dollars (\$200.00) per day.
26. \$200.00+ Any commercial business or non-commercial entity performing unauthorized work, i.e. no approved permit or registration within the public lands controlled by the Valdez Harbors shall receive a penalty fine of two hundred dollars (\$200.00) per the 1st incident, four hundred dollars (\$400.00) per the 2nd incident and eight hundred dollars (\$800.00) for the 3rd incident. After the 3rd incident, business or entity will be trespassed from the Harbors.
27. \$ 100.00 Defacing or vandalism of/on Harbor docks or uplands. Materials and labor charges will apply if applicable.
28. \$1,000.00 Release of any type of fireworks into the water or onto the lands of the Harbor. Each infraction after the initial offense will result in an additional increase of one thousand dollars \$1,000.00 per violation. Upon third violation, you will be trespassed from the Harbor.
29. \$50.00 Failure to return temporary card key for use of cranes or fish pump
30. \$100.00 Unauthorized use of wheeled or motorized conveyances on floats, ramps, or on water, i.e. skateboards, rollerblades, bicycles, motorcycles, wake foils, etc. unless pre-authorized by Harbor staff. Use of accessible resources is excluded from this.
31. \$100.00 Unauthorized permanent attachment of cleats, bumpers, fendering, etc. on docks or finger floats.
32. \$300.00 Utilization of boat grid without prior authorization and scheduling.
33. \$ 75.00 Disturbing the peace (fee applies per complaint, i.e. if three people complain about the same disturbance the total charge would be two hundred twenty-five dollars (\$225.00).

SECTION X. SHOWER AND LAUNDRY FACILITIES

A fee of four dollars (\$4.00) per shower will be charged for use of public showers in the restrooms located below the North Harbor office and the South Harbor Warehouse/Public Shower/Restroom building.

A fee of six dollars (\$6.00) per wash, one dollar (\$1.00) per twelve-minute cycle for dryer will be charged for use of public laundry facilities located at the South Harbor Warehouse/Public Shower/Restroom building.

SECTION XI. MAINTENANCE AND WASHDOWN PADS

Use of the Maintenance Pads may be charged a fee of twenty dollars (\$20.00) per day for fourteen days or less; twenty-five dollars (\$25.00) per day for fifteen to thirty days; thirty-five dollars (\$35.00) per day for thirty-one days or more and includes use of power and water. In the event of unexpected or extenuating circumstances, the rate may be lowered or capped at the discretion of the Harbormaster. Use of maintenance pads is by reservation with Harbor office staff. If use of a maintenance pad is to exceed thirty (30) days, a work plan must be filed with the Harbormaster.

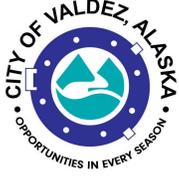
Use of Maintenance Pads during winter months (once water has been shut off) but electric power is needed, vessel owners will be charged a monthly service fee of twelve dollars (\$12.00) and the actual cost of power per kilowatt hour as charged by the utility plus (\$0.025) per kilowatt hour. Vessel owners are responsible for providing their own Metermaid utility counter or other like type of counter. If no Metermaid is being used then regular daily rate of power applies.

Use of Washdown Pads is free. Power is available at the Washdown Pads and in the uplands for fifteen dollars (\$15.00) per day.

SECTION XII. WATERFRONT VENDOR AND ACTIVITY

Any commercial business selling goods or services within public lands controlled by the Valdez Harbors must first obtain a Waterfront Commercial Work Permit. The fee for the permit shall be five hundred dollars (\$500.00) annually.

Any non-commercial entities, i.e. fish filleters selling services within the public lands controlled by the Valdez Harbors must first register with a Waterfront Activity Registration. The fee for the registration shall be one hundred dollars (\$100.00) annually. Snow shovelers are also required to register with the Harbormaster by filling out a Waterfront Activity Registration at no cost.



Legislation Text

File #: 23-0558, **Version:** 1

ITEM TITLE:

Mariculture Report

SUBMITTED BY: Martha Barberio, Economic Development Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

Associate Director Tommy Sheridan, from Alaska Blue Economy (ABEC) will attend the meeting virtually and give a brief progress update. The update will be on ABEC and City of Valdez activities pertaining to Mariculture Development.



P.O. Box 757220, Fairbanks, AK 99775-7220 | 907-429-8999 | tmsherdan@alaska.edu | www.uaf.edu

December 6, 2023

Martha Barberio
Economic Development Director
City of Valdez
212 Chenega Ave.
P.O. Box 307
Valdez, AK 99686

Dear Martha,

Thank you for the opportunity to serve the City of Valdez and its interests over the past year. We are grateful for the opportunity to work with you and your staff and are proud of our accomplishments in 2023. Listed below please find Alaska Blue Economy Center’s (ABEC) annual update to you and the City of Valdez as discussed in recent communications. Please feel free to use this information as you see fit. Using our contract as a guide, I believe that we delivered strong results in all areas of our Basic Services during the 2023 calendar year, with highlights provided below:

TASK 1: SERVICE TO AND/OR REPRESENTATION ON ALASKA MARICULTURE ALLIANCE, AND RELATED ACTIVITIES.

- ABEC Associate Director Sheridan is currently serving as a member of the AMA Board of Directors’ Executive Committee as its Secretary, and frequently participates in its Outreach Committee meetings;
- ABEC has advocated for and supported COV’s role and interests at AMA, including Jeremy Talbott’s valuable contributions to the organization’s Governance Committee.

TASK 2: SERVICE TO AND/OR REPRESENTATION ON THE ALASKA MARICULTURE CLUSTER (AMC), AND RELATED ACTIVITIES:

- ABEC has pursued continued engagement with AMC in a variety of capacities, with mutual benefit for The City of Valdez, ABEC, local, regional, and statewide partners;
- ABEC attended the January 12 AMC kickoff meeting in Anchorage, with City of Valdez staff in attendance;
- ABEC submitted a proposal to the AMC in June in response to its call for consultation as it relates to the AMC’s equipment-related RFPs (proposal was unsuccessful);
- Sheridan assisted with preparations for the August AMC visits to Cordova and Valdez, presenting on ABEC and City of Valdez interests at both meetings;
- ABEC submitted a proposal to the AMC in December in response to its call for feasibility studies, with support from the City of Valdez, Valdez Fisheries Development Foundation (VFDA), Prince William Sound College (PWSC), Chugach Alaska Corporation, Chugach Regional Resources Commission, Native Village of Eyak, Calypso Farm and Ecology Center, and others (deadline is/was December 11).

TASK 3: SERVICE TO AND/OR COLLABORATION WITH RELEVANT ACADEMIC INSTITUTIONS (AND ESPECIALLY PRINCE WILLIAM SOUND COLLEGE) AND VALDEZ STAKEHOLDERS (VFDA, PETER PAN, SILVER BAY, ET CETERA) ON THE DEVELOPMENT OF A RELEVANT FISHERIES/MARICULTURE WORKFORCE TRAINING PROGRAM:

- ABEC serves on and actively participates in the AMC’s “Mariculture Workforce Development Committee,” which has authored a Workforce Development Plan to support the development of



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mariculture-related curriculum and programs throughout the state; participants include ABEC and other City of Valdez partners such as PWSC, Teaching Through Technology (T3) Alliance, and Alaska Sea Grant, among other University of Alaska partners;

- ABEC continues to work with PWSC Assistant Professor Amanda Glazier on the development of mariculture curriculum for integration into the Teaching Through Technology (T3) program (see below);
- PWSC has received \$1.6 million through the AMC to support mariculture-related curriculum development, and to develop capacity at PWSC in this area;
- ABEC continues to engage visitors to Valdez with local partners, including PWSC, VFDA, Peter Pan Seafoods, Silver Bay Seafoods, and others.

TASK 4: CONTINUING OUTREACH AND ENGAGEMENT WITH LOCAL AND REGIONAL STAKEHOLDERS TO EDUCATE AND DEVELOP OPPORTUNITIES:

- ABEC presented on its mariculture work to the City of Valdez Ports and Harbor Commission on March 21;
- ABEC presented on its mariculture work to the City of Valdez City Council on March 22;
- ABEC coordinated and hosted a mariculture-related symposium at the American Fisheries Society's annual Alaska chapter meeting in Fairbanks on March 29; PWSC Assistant Professor Amanda Glazier was an invited participant in a panel at this symposium where Valdez mariculture interests and opportunities were discussed with the audience;
- ABEC collaborated with City of Valdez staff to produce the March 2023 "UAF, Valdez form partnership to boost the blue economy" news release available at <https://www.uaf.edu/news/uaf-valdez-form-partnership-to-boost-blue-economy.php>;
- ABEC Associate Director Sheridan visited Valdez in early April to support the commencement of water sampling at Galena, Jack, and Sawmill bays; during said visit, Sheridan engaged with PWSC faculty, local mariculture enthusiasts, and with Peter Pan Seafoods executive leadership (PPSF President Hickman and CEO Bixler);
- ABEC coordinated a visit to Valdez on April 19 and 20 by Sandia National Laboratory staff in support of their DOE Boost program: <https://www.boostplatform.org/>; Sandia National Laboratory is interested in supporting mariculture-related innovation in Alaska;
- Sheridan organized a June visit to Valdez by UAF Associate Vice Chancellor for Research, Innovation & Industry Partnerships Gwen Holdmann, and other visitors, which included tours of the following locations and/or businesses of interest: Valdez Fisheries Development Association and its Cold Storage facility, Fisheries Business Incubator, and Solomon Gulch Hatchery; City of Valdez and its Sea Otter Park and Valdez Container Terminal; and Copper Valley Electric Association;
- Sheridan presented on Valdez interests to AMC staff in Cordova and Valdez (August tour of PWS);
- Sheridan attended and presented on local and regional mariculture activities and opportunities at the September Pacific Coast Congress of Harbormasters and Port Managers' 49th Semi-Annual Fall Conference in Valdez;
- During all visits to Valdez, ABEC staff have gone out of their way to engage with City of Valdez staff, City Council members, and other community members who have shown an interest in mariculture development.



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TASK 5: FUND DEVELOPMENT:

- In 2022, ABEC received \$2M from the Alaska Legislature to support mariculture research and development in Alaska, and to date has funded ~\$800K in collaborative industry-oriented research projects throughout the state, several of which occur in PWS or are relevant to Valdez interests;
- With input from and advocacy by ABEC, and with the support of The City of Valdez and Valdez Native Tribe, Valdez was chosen as a community of focus for the Alaska EPSCOR Interface of Change (IoC) project;
- This project "...partners extensively with communities, industry, and agencies to co-produce research to determine the impacts of climate change on marine species important to Gulf of Alaska (GOA) coastal communities using research questions co-developed with the impacted groups;"
- If funded (decision is pending on EPSCOR IoC), ABEC and partners will receive ~\$1.4M to support workforce and economic development funding to support the six focus communities, which include Valdez and Cordova;
- If successful (EPSCOR IoC), ABEC staff would be funded for ~935 hours per year to support partnering communities for a total of 5 years;
- ABEC also applied for and was successful in obtaining \$115K from UAF's Alaska Regional Collaboration for Technology Innovation and Commercialization (ARCTIC) program to support T3 site establishment in Valdez, along with other mariculture-related activities (see below);
- ABEC developed a grant proposal with Native Village of Eyak, Prince William Sound college, and others, which serves as the basis for a December 11 application with AMC for a project titled "A technical feasibility study on developing biostimulants and soil amendments through the combination of macroalgae and fish processing co-products;"
- ABEC submitted a proposal in support of the aforementioned "...technical feasibility study..." for \$150K in partnership with City of Valdez, VFDA, PWSC, Calypso Farm and Ecology Center, and others;
- ABEC will lead/submit a pre-proposal for the purchase of equipment to support a variety of mariculture operations including processing, nursery, and hatchery development, which is due January 8, 2024;

TASK 6: TEACHING THROUGH TECHNOLOGY (T3):

- Throughout 2023, ABEC has advocated for the development of a T3 site in Valdez, and the establishment of a Mariculture Club as part of T3's state- and nationwide club programs;
- In spring 2023, ABEC advocated for Valdez's inclusion in T3's summer 2023 program rotation;
- Valdez was selected for and hosted 12 high school students from throughout Alaska, 6 instructors/staff, and 2 UAF students (paid for by UAF) from June 5-8 as part of T3's summer program (other locations included Anchorage, Kotzebue, Juneau, and Cordova);
- While in Valdez, this T3 summer cohort stayed at PWSC, kayaked Port Valdez, visited the Valdez Native Tribe oyster research site, conducted mariculture (water) sampling in the Port, toured VFDA's Solomon Gulch Hatchery, and toured Silver Bay Seafoods' processing plant (this visit will be duplicated in 2024);
- T3 summer 2023 participants received lectures from UAF, PWSC, and ABEC experts, in addition to attending the June 6 Valdez City Council meeting;
- T3 is currently purchasing "Makerspace" equipment for installation at Valdez High School, with an anticipated delivery in early January 2024;
- T3 is in the process of hiring PWSC's Dr. Amanda Glazier to serve as the dedicated Valdez T3 Coordinator in addition to her responsibilities at PWSC; T3 is in the process of finalizing an MOU with



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Valdez City Schools, and will hire a local T3 Coach in the coming weeks to lead T3 site implementation in Valdez with support from Dr. Glazier, ABEC, and T3 staff in Fairbanks and beyond;

- Glazier, T3 curriculum specialists, and others, are working to develop a mariculture curriculum that is compatible with and relevant to subsequent opportunities within UA and with prospective employers in the mariculture industry;
- The Valdez T3 site will be developed throughout the spring semester of 2024, and will engage with T3 activities elsewhere throughout the state, with an anticipated T3 gathering taking place in Valdez in April, TBD;
- Valdez will again host a summer cohort in Valdez as part of its 2024 program, with details TBD.

TASK 7: START UP MARICULTURE INCUBATOR WITH PERMITTING IN PWS:

- ABEC, PWSC, and UAF experts developed a plan in spring 2023 to identify a mariculture site in the vicinity of Valdez, settling on locations for sampling in Galena, Jack, and Sawmill bays, with sampling commencing in April using best practices as developed by UAF experts in this area;
- PWSC is currently taking the local lead on these sampling activities with support from ABEC; sampling will continue into spring of 2024, at which point processed samples will be analyzed to inform an aquatic farm (mariculture) site permit application to be submitted by April 30;
- ABEC continues to engage with local and regional stakeholders in this space, and hopes to reduce uncertainties surrounding mariculture farming in these locations through this sampling;

TASK 8: WORK WITH THE VALDEZ NATIVE TRIBE ON THEIR MARICULTURE EFFORTS:

- ABEC is committed to seeking out opportunities to partner with VNT on their mariculture interests;
- Recent collaboration with VNT staff and initiatives includes integrating VNT initiatives into T3 activities, and inclusion on fund development (grant proposal...) activities;
- ABEC is especially hopeful for opportunities to work with VNT through the EPSCOR IoC program, if it is funded, and T3;
- If successful, the EPSCOR IoC project will seek to engage The City of Valdez and the Valdez Native Tribe to establish a local Innovation Hub like that which is under development in Kotzebue and Cordova;

TASK 9: EXPLORE OPTIONS FOR DEVELOPMENT OF SEA OTTER PARK:

- No progress to report; this action item will be revisited in the future depending on City priorities.

Thank you for the opportunity to be of service to the City of Valdez.

Sincerely,

Tommy Sheridan
Associate Director
Alaska Blue Economy Center

ABEC Report to COV

Review of 2023

Tommy Sheridan
Associate Director
December 11, 2023

Outline

- ABEC intro
- 2021 highlights
- 2022 highlights
- 2023 highlights
- Services detailed
- Looking forward



UAF ABEC

- Alaska Blue Economy Center, est. 2019
- Stimulate external funding in support of AK blue economy
- Support entrepreneurialism and economic diversification in AK
- Facilitate internal coordination @ UAF and external engagement
- Mariculture, fisheries, energy, marine observing and technology, and training



2021 highlights

- 9/21 AMC and NOAA AOA beginnings
- AMC Phase 1 application (10/21)
- AFDF/industry VDZ visit (10/21)
- PME and publication work (11/21)
- AMC Phase 1 win = \$500K to AMC (12/21)
- NOAA AOA commencement (*eventual NOAA AOA AK designation in '22*)



2022 highlights

ANCHORAGE DAILY NEWS Alaska News • Politics • Opinions • Talk to us • LOG IN/LOG OUT

Business/Economy

Biden administration awards \$49 million to boost Alaska mariculture industry

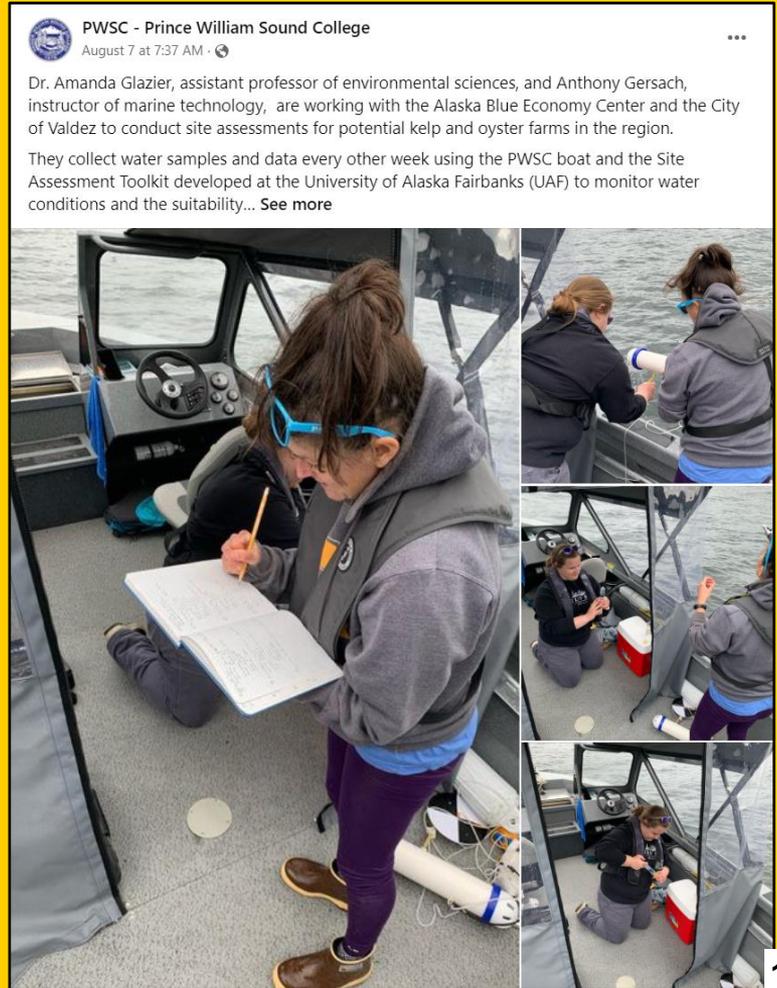
By Riley Rogerson
Updated: September 7, 2022
Published: September 7, 2022

ALASKA MARICULTURE CLUSTER

- AMC work spring '22
- Sheridan working with ABEC, COV, and MRG
- AMC \$49M win 8/22
- PWSC rec'd \$1.6M+
- Alan Sorum AMC liaison
- COV engages with ABEC
- Sheridan joins ABEC 11/22

2023 highlights

- Continued relationship dev.'t
- Pivot to sampling program, T3
- Commenced sampling 4/23 →
- T3 visit to Valdez 6/23
- NOAA AK AOA designation!
- UAF/T3 = \$115K match investment ('24)



AMA



ALASKA MARICULTURE ALLIANCE

- AMA founded 11/21
- *Mission is “to develop and support a robust and sustainable mariculture industry for the long-term benefit of Alaska’s economy, environment and communities”*
- Mariculture: “the production, enhancement, utilization and promotion of marine shellfish and aquatic plants cultivated in Alaska”
- Sheridan on founding BOD
- COV Talbott on Governance Comm.

<https://www.alaskamariculturecluster.org/>

- AMC one of 21 EDA Build Back Better awardees out of 60 finalists and 529 Phase I applications @ \$49M
- Workforce Development funding (\$10.5M) relevant to PWSC/UAF
- Equipment & Tech. (\$26M) promising for Valdez/PWS applications
- 2 proposals submitted in 2023 (1 failed, 1 pending), more to come in 2024
- AMC would not have been possible without COV support and leadership
- **THANK YOU!**

Connecting research to industry

- ABEC working closely with PWSC
- ABEC member of UA Mariculture Workforce Development Committee
- Contributor to “Alaska Mariculture Workforce Plan”
- Frequent engagement with local industry, esp. VFDA, PPSF, SBS



UAF, Valdez form partnership to boost blue economy

The city of Valdez has partnered with the University of Alaska Fairbanks' [Alaska Blue Economy Center](#) to support the city's interests in mariculture development and the broader blue economy.

Recent successes include the [Alaska Mariculture Cluster](#) being awarded \$49 million through the Economic Development Administration's Build Back Better Regional Challenge grant program, which benefited from instigation and support by the city and ABEC. At a Jan. 12 "meet-up" in Anchorage, AMC leadership recognized the city of Valdez as a key stakeholder in their process and expressed gratitude for the city's support.

As part of the AMC's work, Prince William Sound College, which is headquartered in Valdez, will collaborate with ABEC and other University of Alaska partners to create and implement a sustainable mariculture-related workforce development strategy. Related activities will include the development and implementation of hands-on training materials for kelp hatchery systems, farm operations, marine safety and food safety. Trainings and materials will focus on successfully engaging Alaska Native and traditionally underserved communities interested and active in the mariculture industry. The city and ABEC are committed to ensuring that Valdez Native Tribe and other Alaska Native stakeholders throughout PWS are adequately and equitably represented so that they and their needs are served.

PWSC and UA partners will connect with and learn from mariculture practitioners outside of Alaska and across all different mariculture disciplines. To achieve these results, PWSC has received AMC funding to support PWSC Assistant Professor Amanda Glazier with her work in this area, along with the new hire of a mariculture instructor, curriculum specialist, and other personnel as necessary.

"This is a very exciting time, with the mariculture industry growing so rapidly and all of the enthusiasm behind it," Glazier said. "With this rapid growth, though, comes an increasing need for workforce development. These and similar collaborations are key to ensuring a knowledgeable and skilled workforce that has been trained using hands-on methods."

In October 2021, the city of Valdez coordinated and hosted a two-day event sponsored by [Alaska Fisheries Development Foundation](#) with the goal of increasing the capacity of seaweed processing in Alaska. Local, state, tribal, university and seafood industry leaders engaged with international seaweed processing experts in a series of visits to local sites of relevance to mariculture development.

Of special interest to the international visitors was the Valdez Grain Terminal, with a total capacity of 522,000 bushels. Originally commissioned in the 1980s, informal appraisal of these facilities results in a total valuation of more than \$70 million were the facility to be constructed today. These facilities would be ideal to support and demonstrate seaweed storage and secondary processing while leveraging existing facilities and minimizing cost to funding agencies and partners.

"The port of Valdez is truly unique among Alaskan communities and has much to offer seafood and mariculture industry participants," said city of Valdez Ports and Harbors Director Jeremy Talbott, who also serves on the Board of Directors for the newly formed Alaska Mariculture Alliance.

The main operations for the port include the Valdez Container Terminal, a deep-sea general cargo and container terminal with a 21-acre marshaling yard, and the adjacent 3,000-acre Valdez Industrial Park, all of which is connected to the North American road system. Other notable facilities include a newly renovated harbor system, waterfront property ideal for seafood processing facilities, the John Thomas Kelsey Municipal Dock featuring a 600-foot wooden wharf that can accommodate cruise ships of up to 932 feet in length, and an adjacent plaza that serves both the cruise ship passengers and the community for special events. And perhaps its most famous feature is the Alyeska Marine Terminal, the southern terminus of the trans-Alaska oil pipeline.

In March 2022, the city and ABEC agreed to partner in their efforts to develop Valdez's assets and capacity to serve regional and statewide mariculture growth through the creation of the Prince William Sound Mariculture Hub. Founded in 2019, ABEC combines UAF's extensive research, instruction and public engagement related to Alaska's offshore and inland aquatic resources and ecosystems. ABEC was created to stimulate new external funding in fisheries, mariculture, energy, marine observing, technology and training. The Mariculture Hub will create an open platform that facilitates business development, investment, research, and public-private partnerships through a coordinated approach that combines industry, government and academia.



Photo by Jeff Fisher

From left, Prince William Sound College Assistant Professor Amanda Glazier, ABEC Associate Director Tommy Sheridan, PWSC Campus Director Dennis Humphrey, and ABEC Director Justin Stenberg discuss strategy for 2023 during a December 2022 visit to Valdez.

Regional engagement



Sheridan and Talbott

- Meaningful engagement in Valdez throughout the year
- March, April, June (x2), August, September
- Representation elsewhere (AFS FAI March, AMC CDV August)
- High-level advocacy at UAF/UA

Fund development

- \$2M AK Legislature
- ABEC MIRF (6 projects funded, inc. PWS)
- EPSCOR, COV, VNT (~\$1.4M)
- ARCTIC T3 match (\$115K)
- AMC feasibility study (\$150K, pending)
- AMC equipment purchase (Jan. 8)



Hatchery sampling project (Bowers)

T3 Alliance Overview

<https://t3alliance.org/>

We support STEM education to underserved populations to create hands-on authentic and relevant learning. Through the T3 Alliance, leadership opportunities inspire lifelong learners on a global scale by implementing the 3 pillars:



T3 program

- Teaching Through Technology (T3)
- Innovative STEM for HS students
- ABEC assisting with mariculture
- Summer 2023 “Team Ocean” in PWS
- Valdez June 5-8, hosted by PWSC
- ABEC T3 site establishment...
- ...T3 mariculture curriculum dev.
- ...T3 mariculture club establishment
- 2024 operational

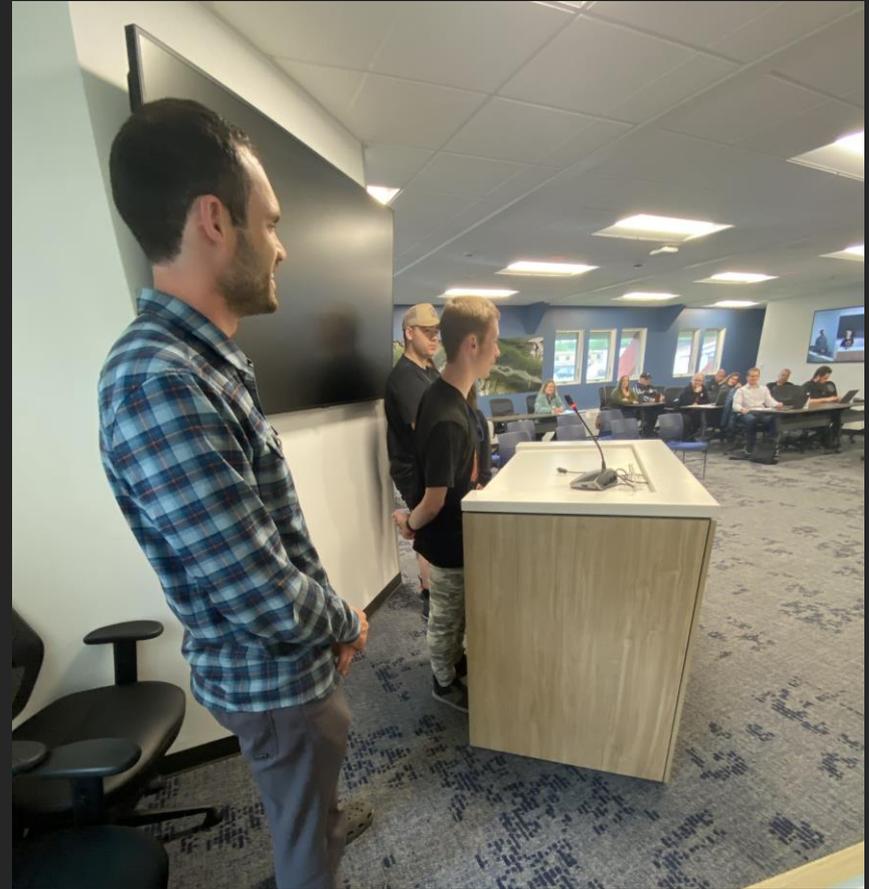


Team “Ocean” 2023

VNT research site visit with COV and ABEC staff



Silver Bay Seafoods tour and City Council introductions





Mariculture sampling in Valdez Harbor 140

Regional engagement



April sampling kickoff

- Meaningful engagement in Valdez throughout the year
- March, April, June (x2), August, September
- Representation elsewhere (AFS FAI March, AMC CDV August)
- High-level advocacy at UAF/UA



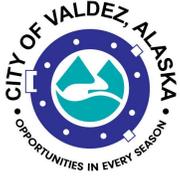
“Garden”/Park

- Sawmill Bay
- Jack Bay
- Galena Bay
- Inform site selection
- April application
- VNT collaboration
- PWSC local lead



- THANK YOU for the opportunity to serve City of Valdez!
- Bright future for mariculture in Valdez and PWS
- COV leadership is appreciated and impactful

Tommy Sheridan
Associate Director
Alaska Blue Economy Center
Cell: (907) 429-8999
Email: tmsheridan@alaska.edu



Legislation Text

File #: 23-0559, **Version:** 1

ITEM TITLE:

Report to Council Regarding the Current Status of the Municipal Entitlement Selection Program of the City of Valdez.

SUBMITTED BY: Paul Nylund - Senior Planner/GIS Technician

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file report.

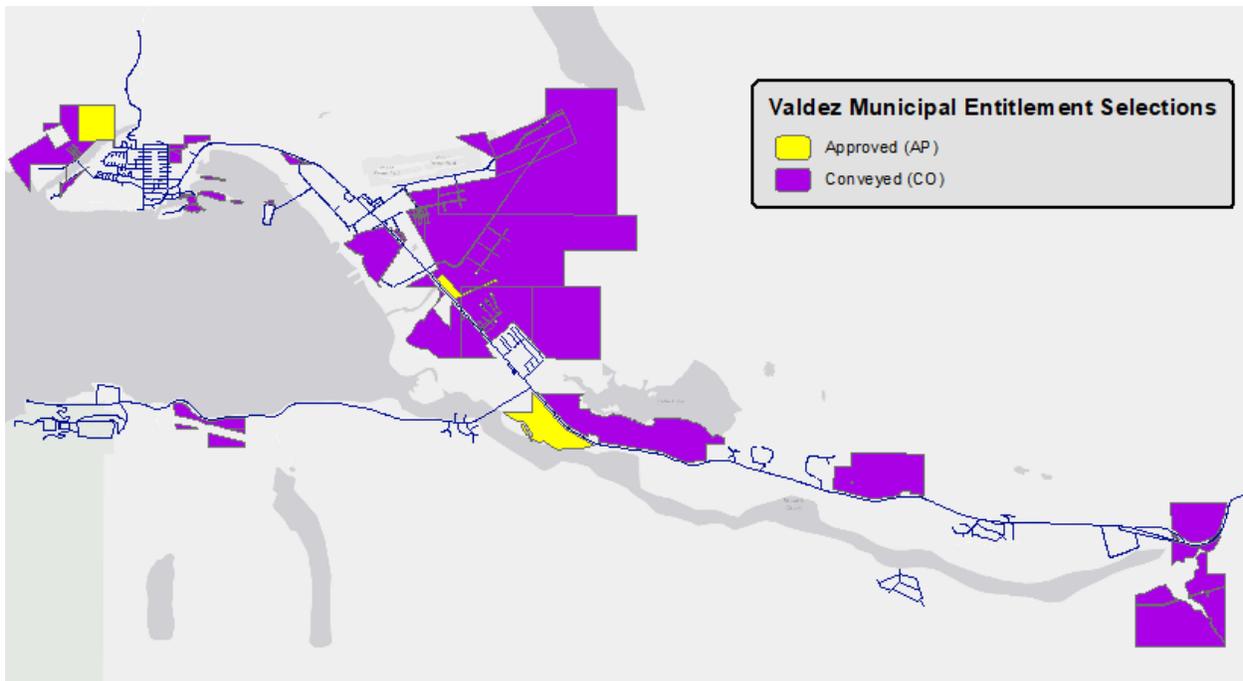
SUMMARY STATEMENT:

Receive and file report.

The City of Valdez Municipal Entitlement Selections

When Alaska became a state on July 7th, 1958, in order to help Alaska achieve an equal footing with the existing states, the Alaska Statehood Act allowed the newly formed state to select 104,350,000 acres of Federal and public lands through the Municipal Entitlement Program. The State of Alaska then passed Alaska Statute (AS) 29.65 in order to transfer some of that land to Municipalities. Determination of entitlement for cities was 10 percent of the maximum total acreage of vacant, unappropriated, unreserved land within the boundaries of each city.

The selections that Valdez has received through the Municipal Entitlement program are of great importance to the City. Cottonwood and Corbin Creek subdivisions are located on entitlement lands, as are the hospital, senior center, and the new small boat harbor. Recreational areas that are on municipal entitlement lands are: Dock Point, Valdez Glacier Campground, East and West Dike Trails, the Goldfields, and Crooked Creek Visitor Center.



The majority of the land that was selected by the City of Valdez through this process has been surveyed and ownership transferred to the city. Two of the larger ones have been completed recently, and it is yet to be determined what the future land use of this property will be.

Recently Conveyed Municipal Entitlement Selections

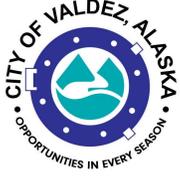
- Keystone Canyon West (December 2017)
 - 953.733 acres in 10 tracts
 - Area surrounding the confluence of the Lowe River and Brown's Creek

- Robe Lake South (October 2020)
 - 956 acres in 2 tracts
 - Tract A-1 - 540.759 acres.
 - North of 3-5 Mile of the Richardson Highway, between Highway and South Shore of Robe Lake. Includes Salmonberry Ski Hill and the area surrounding Mountain View Apartments, with Robe Lake Road excepted. Benchy, forested, undeveloped land. Some flat spots on top where a camp once existed.
 - Tract A-2 – 415.91 acres.
 - North of 8 mile of Richardson Highway. Benchy and steep forested complex terrain with multiple wetlands.

- ASLS 2009-10 Mineral Creek Islands
 - 11.36 acres across 3 islands
 - Survey completed in 2021, filed as plat # 2021-5
 - Patent in progress.
 - ASLS 2011-01 Animal Shelter Tidelands
 - Survey completed in 2021, filed as plat # 2021-3
 - 20.423 acres in two tracts
 - Patent issued April 2023

- There are a few surveys that are either in progress or awaiting application for survey instructions to be filed with the AK Department of Natural Resources.
 - Mineral Creek West
 - ~160 acres
 - Includes some of West Dike trails and cross country ski trails in Mineral Creek meadow.
 - Survey contract awarded June 2022
 - Field work completed August 2023
 - Preliminary plat due January 2024

 - Dayville Road and Richardson Highway
 - 220 acres
 - South and east of Dayville Road between Richardson Highway and Lowe River
 - Future survey?



Legislation Text

File #: 23-0560, **Version:** 1

ITEM TITLE:

Quarterly Financial Summary Reports: September 30, 2023

SUBMITTED BY: Barb Rusher, Comptroller, Finance Department

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 performances through September 30, 2023.

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



FINANCIAL SUMMARY AS OF 9/30/2023 Operating only

Prepared By: Barb Rusher, Comptroller

Contact: brusher@valdezak.gov

(907) 834-3475

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GENERAL FUND SUMMARY						
BEGINNING FUND BALANCE	29,112,101	29,112,101	-	29,112,101		
REVENUE	53,183,507	53,187,678	4,171	54,016,277	101.6%	
EXPENSE	45,997,343	46,032,100	34,757	30,478,826	66.2%	
NET REVENUE (EXPENSE)	7,186,164	7,155,578	(30,587)	23,537,452		
TRANSFERS IN	4,283,836	4,315,563	31,727	4,315,563	100.0%	
TRANSFERS OUT	16,659,009	22,039,792	5,380,783	22,039,792	100.0%	
NET TRANSFERS IN (OUT)	(12,375,173)	(17,724,229)	(5,349,056)	(17,724,229)		
ENDING BALANCE	<u>23,923,092</u>	<u>18,543,450</u>	<u>(5,379,642)</u>	<u>34,925,324</u>		

GENERAL FUND DETAIL

REVENUE

TAXES	49,151,264	49,151,264	-	49,889,320	101.5%	1
STATE SHARED	1,714,362	1,714,362	-	1,640,421	95.7%	2
PILT	660,523	660,523	-	770,751	116.7%	3
INTEREST	202,900	202,900	-	678,806	334.6%	4
SERV CHARGES & SALES	595,700	596,841	1,141	397,905	66.7%	5
FED & STATE GRANTS	623,858	625,638	1,780	307,929	49.2%	6
UTILITIES	116,200	116,200	-	97,767	84.1%	
LICENSES & PERMITS	17,900	17,900	-	11,605	64.8%	
MISC	34,300	35,550	1,250	136,080	382.8%	7
RECREATION	62,000	62,000	-	83,232	134.2%	8
FINES & FORFEITURES	4,500	4,500	-	2,462	54.7%	9
TOTAL REVENUE	53,183,507	53,187,678	4,171	54,016,277	101.6%	
TRANSFERS IN	4,283,836	4,315,563	31,727	4,315,563	100.0%	
TOTAL REVENUES & TRANSFERS IN	<u>57,467,343</u>	<u>57,503,241</u>	<u>35,898</u>	<u>58,331,840</u>	101.4%	

GENERAL FUND DETAIL, CONT'D

DEPT EXPENSE

ADMINISTRATION	723,290	723,290	-	473,018	65.4%	
ANIMAL CONTROL	545,267	545,267	-	382,090	70.1%	
BUILDING MAINT	3,641,009	3,641,009	-	2,375,074	65.2%	
CITY CLERK	818,390	818,390	-	591,119	72.2%	
CITY COUNCIL	352,992	352,992	-	225,675	63.9%	10
CIVIC CENTER	851,370	851,370	-	503,114	59.1%	11
ECON DEVEL	1,490,767	1,490,767	-	994,414	66.7%	
EMERGENCY MGMT SERVICES	636,117	636,117	-	315,625	49.6%	12
ENGINEERING	1,318,400	1,318,400	-	657,872	49.9%	13

	ADOPTED BUDGET	REVISED BUDGET	BUDGET CHANGE	YTD ACTUAL	YTD TO BUDGET	NOTES
FINANCE	1,089,238	1,089,238	-	680,043	62.4%	14
FIRE	2,578,352	2,595,852	17,500	1,936,647	74.6%	
HUMAN RESOURCES	508,874	508,874	-	316,943	62.3%	15
INFORMATION TECH	1,512,253	1,512,253	-	864,720	57.2%	16
INSURANCE	511,391	511,391	-	511,058	99.9%	17
LAW	1,950,000	1,950,000	-	1,743,119	89.4%	18
LAW ENFORCEMENT	2,870,211	2,871,991	1,780	1,868,052	65.0%	19
LIBRARY	737,918	739,168	1,250	457,969	62.0%	20
MUSEUM	535,000	535,000	-	401,250	75.0%	
PARKS & REC	1,225,515	1,225,515	-	748,661	61.1%	21
PARKS MAINT	1,159,317	1,159,317	-	778,588	67.2%	
PLANNING	1,924,472	1,924,472	-	959,823	49.9%	22
PUB SAFETY SUPPORT	1,602,449	1,602,449	-	1,104,234	68.9%	
SOLID WASTE	2,013,970	2,013,970	-	1,053,714	52.3%	23
STREET/SHOP	2,690,333	2,690,333	-	1,736,136	64.5%	
TOTAL DEPT EXPENSES	33,286,895	33,307,425	20,530	21,678,958	65.1%	
SUPPORT EXPENSES						
EDUCATION	12,096,964	12,111,191	14,227	8,296,934	68.5%	
COMMUNITY SVC ORGS	613,484	613,484	-	502,934	82.0%	24
TOTAL SUPPORT EXPENSES	12,710,448	12,724,675	14,227	8,799,868	69.2%	
TRANSFERS OUT	16,659,009	22,039,792	5,380,783	22,039,792	100.0%	
TOTAL DEPT EXPENSE, SUPPORT & TRANSFER	62,656,351	68,071,891	5,415,540	52,518,617	77.2%	
SPECIAL REVENUE FUNDS						
AIRPORT FUND						
BEGINNING FUND BALANCE	1,227,325	1,227,325	-	1,227,325		
REVENUE	154,826	154,826	-	197,279	127.4%	25
EXPENSE	442,482	442,482	-	286,394	64.7%	
NET REVENUE (EXPENSE)	(287,656)	(287,656)	-	(89,116)		
NET TRANSFER IN (OUT)	287,656	287,656	-	287,656	100.0%	
ENDING BALANCE	1,227,325	1,227,325	-	1,425,865		
HARBOR FUND						
BEGINNING FUND BALANCE	2,288,768	2,288,768	-	2,288,768		
REVENUE	2,283,231	2,283,231	-	1,850,608	81.1%	
EXPENSE	2,205,970	2,205,970	-	1,611,661	73.1%	
NET REVENUE (EXPENSE)	77,261	77,261	-	238,947		
NET TRANSFER IN (OUT)	-	(350,000)	(350,000)	(350,000)		
ENDING BALANCE	2,366,029	2,016,029	(350,000)	2,177,716		

	ADOPTED <u>BUDGET</u>	REVISED <u>BUDGET</u>	BUDGET <u>CHANGE</u>	YTD <u>ACTUAL</u>	YTD TO <u>BUDGET</u>	NOTES
PORT FUND						
BEGINNING FUND BALANCE	4,021,959	4,021,959	-	4,021,959		
REVENUE	1,449,925	1,449,925	-	2,095,840	144.5%	26
EXPENSE	1,429,979	1,429,979	-	967,527	67.7%	
NET REVENUE (EXPENSE)	19,946	19,946	-	1,128,313		
NET TRANSFER IN (OUT)	-	-	-	-	0.0%	
ENDING BALANCE	4,041,905	4,041,905	-	5,150,272		
SPECIAL REVENUE FUNDS, CONT'D						
UTILITY FUND						
BEGINNING FUND BALANCE	2,353,261	2,353,261	-	2,353,261		
REVENUE	536,455	536,455	-	594,621	110.8%	27
EXPENSE	1,764,529	1,765,115	586	1,106,212	62.7%	
NET REVENUE (EXPENSE)	(1,228,074)	(1,228,660)	(586)	(511,591)		
NET TRANSFER IN (OUT)	1,223,977	1,224,563	586	1,223,977	100.0%	
ENDING BALANCE	2,349,164	2,349,164	(0)	3,065,647		
VALDEZ HOUSING IMPROVEMENT AUTHORITY						
BEGINNING FUND BALANCE	2,777,803	2,777,803	-	2,777,803		
REVENUE	-	-	-	45,749		
EXPENSE	-	-	-	-		
NET REVENUE (EXPENSE)	-	-	-	45,749		
NET TRANSFER IN (OUT)	-	-	-	(2,793,800)		
ENDING BALANCE	2,777,803	2,777,803	-	29,752		
OTHER GOVERNMENTAL FUNDS						
DEBT SERVICE FUND						
BEGINNING FUND BALANCE	4,099,578	4,099,578	-	4,099,578		
REVENUE	1,601,896	1,601,896	-	1,715,659	107.1%	28
EXPENSE	6,678,676	6,678,676	-	5,596,102	83.8%	29
NET REVENUE (EXPENSE)	(5,076,780)	(5,076,780)	-	(3,880,443)		
NET TRANSFER IN (OUT)	5,049,030	5,049,030	-	5,049,030		
ENDING BALANCE	4,071,828	4,071,828	-	5,268,165		

Notes to Financial Summary

- ¹ Reflects timing of tax billing, as all billings occur Q2 & Q3.
- ² Reflects timing of shared revenue receipts.
- ³ Reflects timing of PILT receipts.
- ⁴ 9.30.23 interest earnings reflect unrealized gains and losses on treasury investments. COV typically holds its investments to maturity. Therefore, though unrealized gains/losses are reflected in periodic financial statements, they are not realized.
- ⁵ Reflects delay in ambulance servicer receipts related to change in billing provider. Also reflects timing of gravel sales billings.
- ⁶ Reflects timing of jail contract receipts as well as library grant receipts. BR - give Ken heads up
- ⁷ Reflects \$18,750 in reimbursement of prior year expenditures, including restitution payments and payroll tax refunds. Also includes \$20,609 in p-card shared revenue, paid annually based on prior year activity as well in \$38,000 in PERS Forfeiture Credits.
- ⁸ Reflects recent trend in increased recreation revenues, based on robust programs & rec center snack bar activities.
- ⁹ Reflects timing of receipts.
- ¹⁰ Reflects timing of advertising and professional fees & services charges - will have more activity in Q4.
- ¹¹ Reflects general reductions in operating expenses for Qs 1-3.
- ¹² Reflects timing of professional fees & services as well as contractual expenditures.
- ¹³ Reflects timing of professional fees & services expenditures as well as attrition in personnel.
- ¹⁴ Reflects timing of contractual & professional fees & services expenditures as well as personnel vacancy not filled until late in Q1.
- ¹⁵ Reflects reduction operating expenditures in Qs 1-3.
- ¹⁶ Reflects reduction operating expenditures in Qs 1-3, as well as attrition.
- ¹⁷ Reflects timing of expenditures, as full annual expense is booked in Q2 & Q3.
- ¹⁸ Council and City Manager may discuss budget variance with legal team.
- ¹⁹ Reflects timing of contractual services expenditures as well as attrition.
- ²⁰ Reflects reduction operating expenditures in Qs 1-3 as well as attrition.
- ²¹ Reflects continued operational efficiencies in Qs 1-3, continuing trend in which recreation revenue is increased & expenses are reduced.
- ²² Contract & professional fees costs are budgeted to a target, but actual expenses are volume-driven. Additionally, not all projects budgeted in 2023 will be underway in 2023 (Title XVI, for example).
- ²³ Reflects reduction in operating expenditures in Qs 1-3. Additionally, not all projects budgeted in 2023 will be underway in 2023.
- ²⁴ Reflects timing of payments, as they follow a schedule determined by recipients.
- ²⁵ Reflects timing of revenues, as several property rentals are billed annually in Q1 as well as unrealized gains & losses in interest as addressed in note 4.
- ²⁶ Reflects additional seasonal operational revenues to be recognized via budget resolution in Q4.
- ²⁷ Reflects timing of billing, as the bulk of services are pre-billed and reflect 4 quarters of billing. Will be adjusted in Q4.
- ²⁸ Reflects timing of debt service reimbursements as well as unrealized gains or losses in interest as addressed in note 4.

CAPITAL PROJECTS

		Adopted Budget	AMENDMENT	YTD Encumbrance	YTD Expense	Project Balance
BUIL	BUIL Citywide Wayfinding	20,912	59,000	-	-	79,912
	BUIL Coast Guard city Sign	39,500	(19,500)	2,939	9,586	7,475
	BUIL KELS Ph II Parks Storage	28,620	(484)	28,136	-	-
	BUIL SENI Expa	5,751	-	4,680	1,071	-
BUIL Total		94,782	39,016	35,754	10,658	87,387
CLIN	MKG Medical Clinic Pipes	20,000	(20,000)	-	-	-
CLIN Total		20,000	(20,000)	-	-	-
ECON	Robe Lake Hab Restor Feas	484,500	-	-	365,000	119,500
ECON Total		484,500	-	-	365,000	119,500
FLOO	Flood Mitigation Project	1,028	(1,028)	-	-	-
FLOO Total		1,028	(1,028)	-	-	-
HARB	ADOT Harbor Facility Grant Exp	-	5,000,000	3,561,981	1,438,019	-
	ADOT Harbor Facility Match	-	5,000,000	3,561,981	1,438,019	-
	HARB SBH H-K Repl	7,460,676	2,000,000	6,792,248	659,728	2,008,700
	New Harbor GO 2015	9,321	-	-	-	9,321
	New Harbor Planning	1,771,221	(1,751,201)	-	20,020	-
HARB Total		9,241,219	10,248,799	13,916,209	3,555,787	2,018,021
MUSE	MUSE New Museum	27,347	-	907	-	26,440
MUSE Total		27,347	-	907	-	26,440
PARK	Meals Hill EDA Grant Match	633,184	-	-	-	633,184
	Meals Hill Devt EDA Grant Exp	2,532,734	-	-	-	2,532,734
	PARK CEME Expansion	37,313	(37,313)	-	-	-
	PARK Meals Hill Development	-	350,000	292,294	43,062	14,645
	PARK Meals Hill Greatland	520,662	-	132,254	285,813	102,595
PARK Total		3,723,893	312,687	424,548	328,875	3,283,157
POFI	New Fire Station	54,798	-	8,520	45,192	1,086
POFI Total		54,798	-	8,520	45,192	1,086
PORT	Kelsey Dock Phase II (warehouse)	21,805	-	21,805	-	-
PORT Total		21,805	-	21,805	-	-
RESE	Project Contingency	106,750	-	-	-	106,750
RESE Total		106,750	-	-	-	106,750
SCHO	New Middle School	1,304,907	-	25,250	-	1,279,657
	SCHO HERM Exterior Upgr Ph II	520,729	-	175,503	278,491	66,735
	SCHO HIGH Major Reno	1,594,270	-	187,476	226,455	1,180,339
SCHO Total		3,419,906	-	388,229	504,946	2,526,731
STRE	Citywide Pavement & Utilities	130,829	(43,524)	45,047	42,259	-
	STRE East Hanagita Realignment	186,985	-	186,985	-	-
	STRE Pavement Mgt PH I	700	-	-	-	700

CAPITAL PROJECTS

		Adopted Budget	AMENDMENT	YTD Encumbrance	YTD Expense	Project Balance
STRE	STRE Pavement Mgt Ph II	366,116	(171,973)	-	18,419	175,723
	STRE Pavement Mgt PH III	3,529,914	286,276	274,969	3,484,358	56,863
	STRE Pavement Mgt Ph IV-V	668,712	-	460,846	117,606	90,260
STRE Total		4,883,256	70,778	967,847	3,662,641	323,546
WASE	Alpine Woods Sewer Project	283,544	-	182,222	3,200	98,122
	Sewer Force Main Assessment	3,345,982	-	327,367	200,090	2,818,525
	Sewer Force Main Replacement	34,958,455	-	27,025,347	2,013,257	5,919,850
	STP Outfall Design	2,083	(2,083)	-	-	-
	WASE Blueberry Road Subd	200,000	-	-	-	200,000
	WASE WATE New Well #5	613,897	-	-	-	613,897
	Water/Sewer master plan	33,046	(33,046)	-	-	-
WASE Total		39,437,007	(35,129)	27,534,936	2,216,547	9,650,395
Grand Total		61,516,291	10,615,123	43,298,755	10,689,645	18,143,014

MAJOR MAINTENANCE

		AdoptedBudget	AMENDMENT	YTDEncumbran	YTDExpense	ProjectBalance
AIRP	AIRP Generator Exhaust	80,000	-	-	-	80,000
	AIRP Light Repl	16,061	-	-	-	16,061
	AIRP Office Remodel	4,050	-	-	-	4,050
	AIRPORT Tenant Garage Exhaust	6,898	(6,898)	-	-	-
AIRP Total		107,009	(6,898)	-	-	100,111

BUIL	BUIL Anim Incinerator Repl	3,538	(3,538)	-	-	-
	BUIL BALE Waste Oil Furnance	1,500	(1,500)	-	-	-
	BUIL City Panic and ADA Upgr	25,000	-	-	-	25,000
	BUIL City Revitalization	253,210	(54,352)	2,970	133,902	61,986
	BUIL CIVI Emergency Lighting	6,136	(6,136)	-	-	-
	BUIL CIVI Flood Damage Repair	80,000	-	57,758	16,130	6,112
	BUIL CIVI Weatherization	90,660	-	660	-	90,000
	BUIL Clin Interior Paint	100,000	-	-	-	100,000
	BUIL Council Chmbrs Upgr	6,360	-	285	11,976	(5,901)
	BUIL DDC Systems and HVAC upgr	315,044	4,249,455	3,483,568	625,932	454,999
	BUIL Fire Sys Upgr	241,464	-	-	69,899	171,565
	BUIL Fuel tank Repl	98,562	-	-	-	98,562
	BUIL Insur Mech Repa	177,329	-	-	-	177,329
	BUIL LIBR Restroom Remodel	213,538	20,000	44,998	171,538	17,002
	BUIL LIBR Windows	358,128	265,534	22,562	1,100	600,000
	BUIL Parking Lot Lights Repl	36,799	(56,799)	-	-	(20,000)
	BUIL Phone System Replacement	85,387	-	10,734	1,170	73,483
	BUIL Roof Repairs	147,051	(103,007)	17,641	26,403	-
	BUIL Roof Replacements VCT, LS, WH	-	100,000	-	-	100,000
	BUIL SENSI Siding	350,000	(250,000)	23,134	7,800	69,066
	BUIL Server Room AC Replacements	-	75,000	-	-	75,000
	BUIL Shelter Eval	100,000	-	-	-	100,000
	City-wide Exit Signs	50,000	-	-	-	50,000
	Hazmat Testing-various buildings	100,000	(40,000)	-	-	60,000
BUIL Total		2,839,706	4,194,657	3,664,310	1,065,850	2,304,203

HARB	HARB Fisherman's Dock Repairs	250,000	130,000	141,773	236,698	1,530
	HRB SBH Elect Vaults	86,711	-	7,050	15,519	64,142
HARB Total		336,711	130,000	148,823	252,217	65,673

MUSE	MUSE Museum Entry Plaza Repairs	-	40,000	-	9,583	30,417
MUSE Total		-	40,000	-	9,583	30,417

PARK	PARK Robe River Playground Upgrades	1,405	(193)	1,212	-	-
	PARK Ruth Pond Dredge	50,000	-	-	-	50,000
	PARK Shelter Structural Repa	90,358	150,000	-	240,237	121

MAJOR MAINTENANCE

		AdoptedBudget	AMENDMENT	YTDEncumbran	YTDExpense	ProjectBalance
PARK	PARK Shooting Range Improvements	190,842	-	15,152	-	175,690
PARK Total		332,605	149,807	16,364	240,237	225,811
POFI	Fire Station I- Berthing Quarters (design)	1,653	(1,653)	-	-	-
	POFI Outdoor Warning System	75,000	-	38,000	-	37,000
	POFI Radio Repeater Repa Upgr	656,247	-	29,845	148,172	478,230
POFI Total		732,900	(1,653)	67,845	148,172	515,230
PORT	2018 PORT Security Grant EMW-2018-PU-00268	62,476	(62,476)	-	-	-
	PORT Cont Causway	34,192	(34,192)	-	-	-
	PORT CONT Electrical Inspection, Maint, Repa	26,106	(26,106)	-	-	-
	PORT CONT Scale Replacement	350,000	(316,535)	-	-	33,465
	PORT CONT Waterline Improvements	244,289	-	120,393	105,928	17,968
	PORT Kels Decking Repl	7,780	-	7,780	-	-
	Port Security Grant COV MATCH EMW-2018-PU-00268	20,825	(20,825)	-	-	-
	PORT VCT Transfer Repair	163,465	(163,465)	-	-	-
PORT Total		909,134	(623,600)	128,173	105,928	51,433
RESE	Contingency Reserve	300,000	(162,195)	-	-	137,805
RESE Total		300,000	(162,195)	-	-	137,805
SCHO	City Buildings Exterior Caulking	3,438	(3,438)	-	-	-
	HHES Underground Fuel tank Replacement	5,459	40,000	22,350	-	23,109
	SCH VHS Walk-in Cooler & Freezer Replacement	8,700	-	8,700	-	-
	SCHO HERM Cafeteria Floor Repl	31,183	(15,158)	16,025	-	-
	SCHO HERM Generator Repl	27,989	-	11,082	9,752	7,155
	SCHO HERM Water Repl	92,877	(500)	20,969	77,032	(5,625)
	SCHO HIGH Generator Repl	30,854	-	1,338	27,799	1,717
	SCHO HIGH Water Repl	143,453	-	18,266	71,447	53,740
	Swimming Pool Cover & Boiler Upgrade	21,947	(21,947)	-	-	-
SCHO Total		365,899	(1,043)	98,729	186,030	80,097
SENI	SENI Sprinkler Repair	163,396	-	-	-	163,396
	Senior Center Upgrades	164,930	-	-	106,890	58,040
SENI Total		328,326	-	-	106,890	221,436
SOLI	SOLI Baler Replacement	-	172,195	72,195	-	100,000
SOLI Total		-	172,195	72,195	-	100,000
STRE	STRE Mineral Creak Bridge Repa	7,233	(7,233)	-	-	-
STRE Total		7,233	(7,233)	-	-	-

MAJOR MAINTENANCE

		AdoptedBudget	AMENDMENT	YTDEncumbran	YTDExpense	ProjectBalance
WASE	WASE Robe River Booster Pump Replacement	81,589	-	10,063	30,329	41,197
	WASE Waterline Relocation Meals to Rich	163,063	(70,779)	-	92,284	-
WASE Total		244,651	(70,779)	10,063	122,613	41,197
Grand Total		6,504,174	3,813,259	4,206,502	2,237,520	3,873,411

PROVIDENCE PROJECTS

	Adopted	Budge	AMENDMENT	YTD Encumbrai	YTDExpense	ProjectBalance
PROV	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	169,892	-	67,704	38,592	63,596
	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 Hospital Masterplan	28,850	-	-	28,850	-
	PROV Loading Dock Drainage	11,000	-	-	-	11,000
	PROV Maint Contingency	127,030	-	-	-	127,030
PROV Total		1,038,017	-	67,704	67,442	902,871
Grand Total		1,038,017	-	67,704	67,442	902,871

RESERVE FUNDS

		YTD	YTD	Account		
	Adopted Budget	Amendment	Encumbrance	Expenditures	Balance	
Administrative	ADF&G Clean Vessel Act Grant	9,563	-	-	9,563	
	ADF&G Clean Vessel Act MATCH	3,188	-	-	3,188	
	Beautification Committee	99,456	-	-	12,794	86,662
	Budget Variance Reserve	383,187	-	-	-	383,187
	Council Contingency	110,437	(14,227)	-	-	96,210
	Dike Repairs	278,000	(278,000)	-	-	-
	EMPG Salaries and wages	1,833	(1,833)	-	-	-
	Energy Assistance Program	861,383	-	386	711,923	149,073
	Leave Liability Reserve	546,745	-	-	480,444	66,301
	Library Book Auction & Donat.	5,158	-	-	-	5,158
	Nuisance Abatement Program	245,617	-	24,736	44,510	176,372
	Permanent Fund Reserve	4,193,836	(4,193,836)	-	-	-
	Police Scholarship Reserve	23,246	-	-	-	23,246
	Qaniq Challenge	4,185	(4,185)	-	-	-
	Repayment Reserve	17,226,082	-	-	-	17,226,082
	Run Series Expenditure	2,106	(2,106)	-	-	-
	SHARP III	270,037	-	50,054	69,946	150,037
	Special Events Reserve	-	-	-	(2,345)	2,345
Administrative Total	24,264,056	(4,494,187)	75,176	1,317,272	18,377,422	

Emergency Prep	Alaska Shield Exercise COV \$\$\$	9,917	(9,917)	-	-	-
	Benefits - Incident	49,975	(49,975)	-	-	-
	Benefits - Preparedness	11,561	(11,561)	-	-	-
	COVID19 EconRecovery Task Forc	1,658,822	(1,581,318)	-	-	77,504
	COVID-19 Valdez Unified	294,269	(294,269)	-	-	-
	Emergency Preparedness	943,363	-	16,976	-	926,388
	Overtime - Incident	60,756	(60,756)	-	-	-
	Ransomware 2018	20,433	(20,433)	-	-	-
	Salaries and Wages - Incident	120,701	(120,701)	-	-	-
	Snow Removal Plan Implementati	9,667	(9,667)	-	-	-

RESERVE FUNDS

		Adopted Budget	Amendment	YTD Encumbrance	YTD Expenditures	Account Balance
Emergency Prep	Temporary Wages - Incident	45,562	-	-	-	45,562
Emergency Prep Total		3,225,026	(2,158,597)	16,976	-	1,049,454
Equipment	IT Rebuild 2018	5,195	-	-	-	5,195
	Major Equipment Reserve	10,214,881	(17,500)	2,317,736	732,040	7,147,606
	Technology Reserve	2,114,078	-	13,554	864,195	1,236,329
Equipment Total		12,334,153	(17,500)	2,331,290	1,596,234	8,389,129
Flood Mitigation	FLOO Lowe Dike Maint and Impr	722,502	(680,843)	41,059	600	-
	FLOO LOWE Ten Mile Exca	150,000	-	-	-	150,000
	FLOOD GLAC Landfill Protection	228,289	3,696,269	2,288,403	1,506,913	129,242
	FLOOD MINE Hmstd Tr & Kicker Dike Repl	2,982	(2,982)	-	-	-
	Flood Mitigation Maintenanace	-	-	-	-	-
Flood Mitigation Total		1,103,773	3,012,444	2,329,462	1,507,513	279,242
Land Development	Land - Development Incentive	1,754,576	1,993,800	75,000	-	3,673,376
	Land - Housing Incentive	200,000	800,000	70,000	10,000	920,000
	Land - misc	166,427	-	-	(20)	166,447
	Land - Snow Lots	-	-	-	-	-
	Land Purchase	-	-	-	-	-
	Surveying Municipal Land	10,367	-	-	-	10,367
Land Development Total		2,131,370	2,793,800	145,000	9,980	4,770,190
Landfill Closure	Landfill Closure Reserve	4,784,538	-	-	-	4,784,538
Landfill Closure Total		4,784,538	-	-	-	4,784,538
Maintenance	AHFC Sr Apts Grant Expense	793,100	-	100,000	693,100	-
	Concrete/Asphalt Repairs for COV properties	63,919	-	-	21,500	42,419
	Contingency Sr Apts Project	-	500,000	-	-	500,000

RESERVE FUNDS

		Adopted Budget	Amendment	YTD Encumbrance	YTD Expenditures	Account Balance
Maintenance	Harbor Major Maint & Replace	(0)	-	-	-	(0)
	Major Maintenance Reserve	6,504,174	3,813,259	4,206,502	2,237,520	3,873,411
	pavement Mgmt Regulations	76,847	-	-	-	76,847
	Rasmuson Sr Apts Grant Expense	-	250,000	-	250,000	-
	Road and Sidewalk repairs	178,384	-	-	-	178,384
	Sewer & Lift Station Repairs	353,660	-	87,404	30,777	235,479
	Maintenance Total	7,970,085	4,563,259	4,393,906	3,232,897	4,906,540
	Planning	CEDS	36,628	-	-	-
City Facilities & Storage Needs Study		100,000	(100,000)	-	-	-
City Onsite Sewer Regulations		25,000	-	-	-	25,000
COE Levee System Match		100,000	-	-	-	100,000
Dry Stack Feasibility Study		50,000	-	-	-	50,000
Flood Planning		106,887	-	-	-	106,887
Housing Needs Study		50,000	-	-	-	50,000
marine Industrial Feasibility 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		451,256	(431,256)	-	-	20,000
Port Tariff Study		20,000	-	-	-	20,000
Water/Sewer Rate Study		125,000	-	-	-	125,000
Planning Total		1,239,389	(531,256)	-	-	708,133
Grand Total		57,052,390	3,167,964	9,291,810	7,663,896	43,264,648



Health Insurance Fund Report
9/29/2023

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	295,669	275,784	47,387	(27,502)	247,225	467,019	30,652	(250,447)	542,894	742,804	78,039	(277,948)
FEB	309,544	144,859	47,408	117,277	252,098	130,673	30,956	90,470	561,642	275,532	78,364	207,747
MAR	323,949	477,413	47,733	(201,197)	351,905	341,070	30,956	(20,122)	675,854	818,483	78,689	(221,318)
APR	307,732	183,334	-	124,398	3,105	145,903	-	(142,799)	310,836	329,237	-	(18,401)
MAY	302,792	145,210	85,288	72,294	476,783	169,753	54,352	252,679	779,575	314,963	139,640	324,972
JUN	303,550	286,133	42,542	(25,126)	240,703	183,793	27,311	29,600	544,253	469,926	69,853	4,474
JUL	310,576	342,877	42,998	(75,300)	199,039	176,421	22,580	38	509,615	519,298	65,579	(75,262)
AUG	304,649	260,390	41,073	3,185	208,297	188,036	23,631	(3,370)	512,946	448,426	64,704	(184)
SEP	298,627	259,540	42,634	(3,548)	217,554	202,108	25,190	(9,744)	516,181	461,648	67,824	(13,292)
OCT				-				-	-	-	-	-
NOV				-				-	-	-	-	-
DEC				-				-	-	-	-	-
TOTALS	\$ 2,757,087	\$ 2,375,541	\$ 397,064	\$ (15,518)	\$ 2,196,709	\$ 2,004,776	\$ 245,628	\$ (53,694)	\$ 4,953,796	\$ 4,380,317	\$ 642,692	\$ (69,212)

Health Insurance Fund Balance 1/1/23

5,419,547

Health Insurance Cash Accounts Balance (Including Reserve) 1/1/23

6,660,989

** includes \$121,739.91 YTD stop-loss reimb*

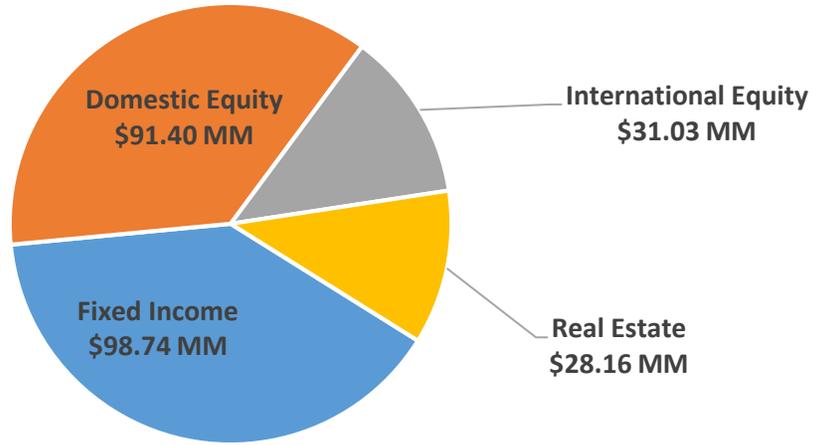
*** reduced by \$75,995.73 YTD RX rebates*

Health Insurance Cash Accounts Balance (Including Reserve) 6/30/2023

6,748,303

City of Valdez Permanent Fund

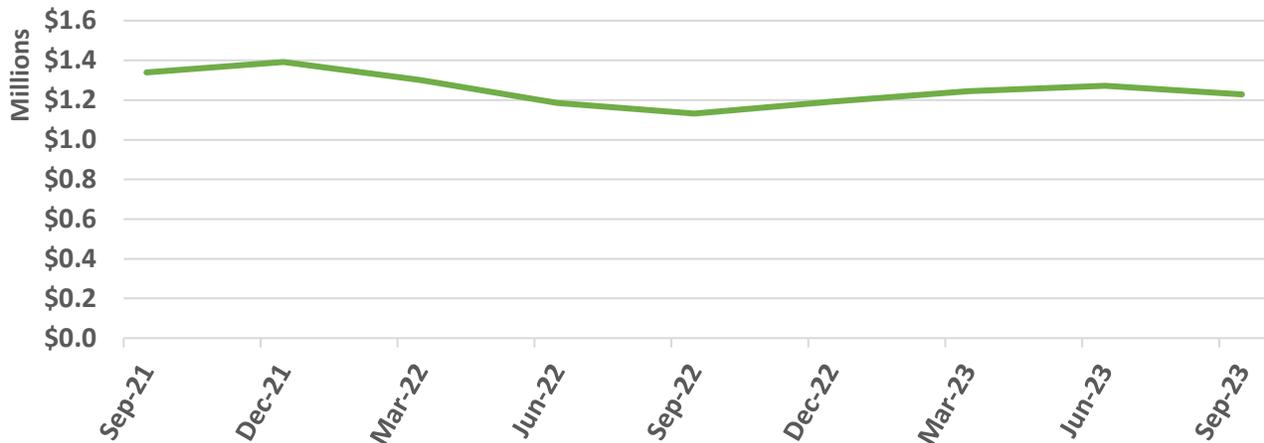
Total Fund \$249.34M as of 9/30/2023



Total Fund \$249.34M as of 9/30/2023



Museum Endowment \$1.23M as of 9/30/2023



Providence Health
PROVIDENCE VALDEZ MEDICAL CENTER
Balance Sheet (Whole Dollars)
Reported as of September FY23

BAL Balance Sheet WD ERS
Entity - 1001
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Page - 1 of 1

	September FY23 Actual	December FY22 Pr. Year		September FY23 Actual	December FY22 Pr. Year
ASSETS					
<u>Current Assets:</u>			<u>LIABILITIES & NET ASSETS</u>		
Cash and Cash Equivalents	16,651,017	16,164,434	<u>Current Liabilities:</u>		
System Pooled Cash	(1,923,441)	(1,802,154)	Accounts Payable	886,166	712,686
Patient Accounts Receivable	4,480,212	4,557,342	Accrued Compensation	506,669	859,360
Contractual Allowance	(1,524,135)	(1,430,733)	Deferred Revenue Unearned Premiums	308,307	115,721
Bad Debt Allowance Patient AR	(446)	(224)	Payable to Contractual Agencies	1,001	1,001
Other Receivables	701,570	(824,491)	Other Current Liabilities	192,712	189,747
Supplies Inventory	383,609	387,319	Current Portion of Debt	30,519	26,286
Affiliate Receivable	-	1,712	Total Current Liabilities	1,925,374	1,904,801
Total Current Assets	18,768,386	17,053,205			
<u>Assets Whose Use is Limited:</u>			<u>Long-Term Debt:</u>		
<u>Property, Plant & Equipment:</u>			Other Long Term Debt	740	8,649
Property Plant Equipment Gross	9,315,843	9,017,158	Long Term Debt	740	8,649
Accumulated Depreciation	(6,492,225)	(6,096,968)	Total Other Long Term Liabilities	2,401	9,805
Property Plant Equipment Net	2,823,618	2,920,190	Total Liabilities	1,928,515	1,923,255
<u>Other Long Term Assets:</u>					
Other Long Term Assets	138,000	143,000	<u>Net Assets:</u>		
Total Other LT Assets	138,000	143,000	Unrestricted Net Assets	19,669,227	18,068,286
Total Assets	21,729,882	20,116,344	Temporarily Restricted Net Assets	132,140	124,802
			Permanently Restricted Net Assets	-	1
			Total Net Assets	19,801,367	18,193,089
			Total Liabilities and Net Assets	21,729,882	20,116,344

**Providence Health
PROVIDENCE VALDEZ MEDICAL CENTER
Statement of Operations (Whole Dollars)
Reported as of September FY23**

INC_OP_STMT_WD_ERS
Entity - 1001
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Page - 1 of 1

Month-To-Date				Year-To-Date			
Actual	Budget	Variance	PY Actual	Actual	Budget	Variance	PY Actual
2,374,105	2,241,054	133,051	2,041,831	20,347,485	19,786,332	561,153	19,204,146
675,011	344,192	(330,819)	834,563	4,100,539	3,051,299	(1,049,240)	4,159,604
1,699,094	1,896,862	(197,768)	1,207,268	16,246,946	16,735,033	(488,087)	15,044,542
4,261	17,570	(13,309)	17,439	229,217	158,127	71,090	128,799
4,261	17,570	(13,309)	17,439	229,217	158,127	71,090	128,799
1,703,355	1,914,432	(211,077)	1,224,707	16,476,163	16,893,160	(416,997)	15,173,341
				<i>Expenses from Operations:</i>			
1,009,128	901,170	(107,958)	889,357	8,210,882	7,958,030	(252,852)	7,557,344
224,107	206,152	(17,955)	203,199	1,910,534	1,823,427	(87,107)	1,762,025
774	103,292	102,518	51,198	367,853	942,048	574,195	647,354
280,432	134,335	(146,097)	166,743	1,359,895	1,221,390	(138,505)	1,243,404
239,655	228,441	(11,214)	169,193	2,038,164	2,073,122	34,958	1,857,337
-	-	-	-	2,138	-	(2,138)	-
44,791	42,428	(2,363)	43,447	398,553	381,850	(16,703)	385,582
67,691	58,065	(9,626)	110,111	532,103	521,857	(10,246)	443,303
1,866,578	1,673,883	(192,695)	1,633,248	14,820,122	14,921,724	101,602	13,896,349
(163,224)	240,549	(403,773)	(408,541)	1,656,041	1,971,436	(315,395)	1,276,991
(163,224)	240,549	(403,773)	(408,541)	1,656,041	1,971,436	(315,395)	1,276,991
-	-	-	17,031	-	-	-	163,800
(163,224)	240,549	(403,773)	(391,510)	1,656,041	1,971,436	(315,395)	1,440,791
(118,433)	282,976	(401,409)	(365,093)	2,054,593	2,353,286	(298,693)	1,662,573
(118,433)	282,976	(401,409)	(365,093)	2,054,593	2,353,286	(298,693)	1,662,573

Fully burdened includes allocated costs

Providence Health
PROVIDENCE VALDEZ COUNSELING CENTER
Balance Sheet (Whole Dollars)
Reported as of September FY23

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

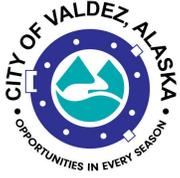
	September FY23 Actual	December FY22 Pr. Year		September FY23 Actual	December FY22 Pr. Year
ASSETS					
<u>Current Assets:</u>					
Cash and Cash Equivalents	193,149	81,457	Accounts Payable	12,628	15,042
System Pooled Cash	(476,993)	(235,946)	Accrued Compensation	33,739	61,254
Patient Accounts Receivable	115,403	103,509	Deferred Revenue Unearned Premiums	(21,360)	(188,478)
Contractual Allowance	(63,766)	(58,463)	Total Current Liabilities	25,007	(112,182)
Other Receivables	65,111	28,838			
Other Current Assets	1	(1)	<u>Long-Term Debt:</u>		
Total Current Assets	(167,095)	(80,606)			
 <u>Assets Whose Use is Limited:</u>					
 <u>Property, Plant & Equipment:</u>			Total Liabilities	25,007	(112,182)
Property Plant Equipment Gross	30,338	30,338			
Accumulated Depreciation	(28,242)	(27,298)	<u>Net Assets:</u>		
Property Plant Equipment Net	2,096	3,040	Unrestricted Net Assets	(190,006)	34,616
 <u>Other Long Term Assets:</u>			Total Net Assets	(190,006)	34,616
 Total Assets	(164,999)	(77,566)	Total Liabilities and Net Assets	(164,999)	(77,566)

Providence Health
PROVIDENCE VALDEZ COUNSELING CENTER
Statement of Operations (Whole Dollars)
Reported as of September FY23

INC_OP_STMT_WD_ERS
Entity - 1002
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Page - 1 of 1

Month-To-Date				Year-To-Date				
Actual	Budget	Variance	PY Actual		Actual	Budget	Variance	PY Actual
49,247	68,904	(19,657)	24,002	Gross Service Revenues	470,061	627,022	(156,961)	426,604
25,641	34,511	8,870	16,621	Deductions From Revenue	247,465	313,895	66,430	214,189
23,606	34,393	(10,787)	7,381	Net Service Revenue	222,596	313,127	(90,531)	212,415
22,285	27,985	(5,700)	23,056	Other Operating Rev	263,235	254,666	8,569	272,224
22,285	27,985	(5,700)	23,056	Total Other Operating Revenue	263,235	254,666	8,569	272,224
45,891	62,378	(16,487)	30,437	Net Operating Revenue	485,831	567,793	(81,962)	484,639
				<i>Expenses from Operations:</i>				
37,589	61,845	24,256	59,888	Salaries and Wages	428,165	553,987	125,822	477,734
18,851	23,192	4,341	20,832	Employee Benefits	215,495	207,686	(7,809)	210,075
371	797	426	1,411	Supplies Expense	7,059	7,182	123	5,252
3,480	4,011	531	3,012	Purchased Services Expense	33,989	36,495	2,506	58,116
105	105	-	105	Depr, Amort, and Interest	943	943	-	(21,476)
4,587	6,097	1,510	(6,014)	Other Expenses	24,802	54,880	30,078	37,128
64,983	96,047	31,064	79,234	Total Operating Expenses	710,453	861,173	150,720	766,829
(19,092)	(33,668)	14,576	(48,797)	Net Operating Income	(224,622)	(293,380)	68,758	(282,190)
(19,092)	(33,668)	14,576	(48,797)	Net Operating Income fully burdened	(224,622)	(293,380)	68,758	(282,190)
(19,092)	(33,668)	14,576	(48,797)	Net Income fully burdened	(224,622)	(293,380)	68,758	(282,190)
(18,987)	(33,563)	14,576	(48,693)	EBIDA Fully Burdened	(223,678)	(292,437)	68,759	(303,666)
(18,987)	(33,563)	14,576	(48,693)	EBIDA	(223,678)	(292,437)	68,759	(303,666)

Fully burdened includes allocated costs



Legislation Text

File #: 23-0557, **Version:** 1

ITEM TITLE:

Legal Billing Summary - October and November 2023

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Attorney billing summaries for October and November 2023 are attached for City Council review.

BRENA, BELL & WALKER, P.C.

ROBIN O. BRENA, MANAGING ATTORNEY
 JESSE C. BELL
 WILLIAM M. WALKER
 DAVID W. WENSEL
 ANTHONY S. GUERRIERO
 LAURA S. GOULD
 JON S. WAKELAND
 KELLY M. MOGHADAM
 JAKE W. STASER

ATTORNEYS AT LAW

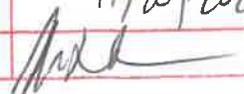
810 N STREET, SUITE 100
 ANCHORAGE, ALASKA 99501
 TELEPHONE: (907) 258-2000
 FACSIMILE: (907) 258-2001
 WEB SITE: BRENALAW.COM

CONFIDENTIAL

trupe@brenalaw.com

November 15, 2023

City of Valdez
 Attn: Mr. Nate Duval, Interim City Manager
 P.O. Box 307
 Valdez, AK 99686

From: Administration	
PO/Contract #:	
Account #:	001-5600-43200
Activity Code:	
Date:	11/20/2023
Signature:	

October 2023 Billing Summary Sheet

File No.	Description	Amount
1374-007	City Council	\$6,876.55
1374-008	Capital Facilities	\$109.50
1374-009	Ports & Harbors	\$166.50
1374-010	Finance	\$150.00
1374-011	Administration	\$3,725.49
1374-012	Community Development	\$1,726.50
1374-014C	Escaped Property 2017-2022 Superior Court Appeal Case No. 3AN-22-06115CI, including expert invoices totaling: \$105,599.39	\$299,094.47
1374-014D	Escaped Property Original Assessments 1997-2016 Case No. 3AN-22-06707 CI (Stayed pending decision in S-18351)	\$171.80
1374-017	Police Department	\$500.38
1374-019	Public Works	\$120.00
1374-032	Economic Development	\$240.00
1374-039	Boundary Change Issues	\$240.00
1374-042	Redistricting, Superior Ct. No. 3AN-21-08869 CI	\$6,420.95
1374-043C	BP-Hilcorp, Appeal of Dismissal, Supreme Ct. No. S-18178 Costs only	\$365.50
1374-048	Joshua Tucker, USDC No. 3:22-cv-00065-JWS	\$33.00
1374-049	Alderwood, District Ct No. 3VA-22-00059 CI	\$672.00
	TOTAL	\$320,612.64

Contributed-Hour Summary

DO NOT PAY - Fees will be paid from any attorneys' fees award.

File No.	Description	Fees Over Cap
1374-043	City of Valdez/BP-Hilcorp Acquisition RCA Docket No. P-19-01 Work began November 2019 No Fee Cap	\$0.00
1374-043A	City of Valdez/RCA/Appeal of Order 6 Superior Ct. No. 3AN-20-05915 CI Work began March 2020 Initial Fee Cap of \$45,000 has been met.	\$72,358.66
1374-043B	City of Valdez/RCA/Consolidated Appeals of Orders 6 & 17 Superior Ct. Nos. 3AN-20-05915 CI/3AN-21-04104 CI (Consolidated) Work began December 2020 Initial Fee Cap of \$25,000 has been met.	\$276,274.50
1374-043C	City of Valdez/BP-Hilcorp/Dismissal Appeal Supreme Ct. No. S-18178 Work began August 2021	\$302,667.52
1374-043D	City of Valdez/BP-Hilcorp/Constitutional Claimant Fees Appeal Supreme Ct. No. S-18347 Work began February 2022	\$109,014.09
	TOTAL	\$760,281.77

BRENA, BELL & WALKER, P.C.

ROBIN O. BRENA, MANAGING ATTORNEY
JESSE C. BELL
WILLIAM M. WALKER
DAVID W. WENSEL
ANTHONY S. GUERRIERO
LAURA S. GOULD
JON S. WAKELAND
KELLY M. MOGHADAM
JAKE W. STASER

ATTORNEYS AT LAW

810 N STREET, SUITE 100
ANCHORAGE, ALASKA 99501
TELEPHONE: (907) 258-2000
FACSIMILE: (907) 258-2001
WEB SITE: BRENALAW.COM

trupe@brenalaw.com

December 12, 2023

City of Valdez
Attn: John Douglas, City Manager
P.O. Box 307
Valdez, AK 99686

November 2023 Billing Summary Sheet

File No.	Description	Amount
1374-007	City Council	\$3,090.60
1374-008	Capital Facilities	\$636.00
1374-009	Ports & Harbors	\$106.50
1374-010	Finance	\$180.00
1374-011	Administration	\$5,070.00
1374-012	Community Development	\$2,040.00
1374-014C	Escaped Property 2017-2022 Superior Court Appeal Case No. 3AN-22-06115CI, includes expert invoices totaling \$123,105 and additional costs of \$9,532.87	\$311,157.62
1374-016	Parks and Recreation	\$346.50
1374-018	Human Resources CONFIDENTIAL	\$383.14
1374-030	C-Plan	\$7,232.00
1374-031	IT	\$93.00
1374-042	Redistricting, Superior Ct. No. 3AN-21-08869 CI	\$126.00
1374-048	Joshua Tucker, USDC No. 3:22-cv-00065-JWS	\$180.00
	TOTAL	\$330,641.36

Contributed-Hour Summary

DO NOT PAY - Fees will be paid from any attorneys' fees award.

File No.	Description	Fees Over Cap
1374-043	City of Valdez/BP-Hilcorp Acquisition RCA Docket No. P-19-01 Work began November 2019 No Fee Cap	\$0.00
1374-043A	City of Valdez/RCA/Appeal of Order 6 Superior Ct. No. 3AN-20-05915 CI Work began March 2020 Initial Fee Cap of \$45,000 has been met.	\$72,358.66
1374-043B	City of Valdez/RCA/Consolidated Appeals of Orders 6 & 17 Superior Ct. Nos. 3AN-20-05915 CI/3AN-21-04104 CI (Consolidated) Work began December 2020 Initial Fee Cap of \$25,000 has been met.	\$276,274.50
1374-043C	City of Valdez/BP-Hilcorp/Dismissal Appeal Supreme Ct. No. S-18178 Work began August 2021	\$302,667.52
1374-043D	City of Valdez/BP-Hilcorp/Constitutional Claimant Fees Appeal Supreme Ct. No. S-18347 Work began February 2022	\$109,014.09
	TOTAL	\$760,314.77