



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, January 21, 2025

7:00 PM

Council Chambers

Regular Meeting

WORK SESSION AGENDA - 6:00 pm Federal Lobbyist

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

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [Approval of Minutes from the Regular Meeting of December 3, 2024](#)
2. [Approval of Minutes from the Regular Meeting of December 17, 2024](#)

V. PUBLIC APPEARANCES

1. [Tommy Sheridan, University of Alaska Blue Economy Center - Mariculture and T3 Alliance Update](#)

VI. PUBLIC BUSINESS FROM THE FLOOR

VII. CITY BOARDS & COMMISSIONS: REPORTS & REFERRALS

1. [Beautification Commission Report: 2025 Beautification Matching Grant Program Materials](#)
2. [Referral: Beautification Commission Park Strip Maintenance Request Letter](#)

VIII. CONSENT AGENDA

1. [Approval of Federal Lobbying Professional Services Agreement with Capitol Hill Consulting Group in an Amount Not to Exceed \\$100,000](#)

2. [Approval of Certificate of Public Convenience and Necessity Renewal for Valdez Yellow Cab](#)
3. [Approval of Contract with North Star Fire Protection, LLC for the 2025 Fire Prevention Systems Inspections in the Amount of \\$44,258.00.](#)
4. [Approval of City Manager Employment Agreement Amendment #1](#)
5. [Approval To Go Into Executive Session Re: City Clerk Annual Evaluation](#)

IX. NEW BUSINESS

1. [Approval of Settlement Agreement with Alderwood, LLC.](#)
2. [Approval of Childcare Operating Grant Program in the Amount of \\$200,000](#)
3. [Approval of Professional Services Agreement with Alaska Assessment Assistance in an Amount Not to Exceed \\$100,000](#)
4. [Purchase Approval: US&R Rescue Strut System from L.N. Curtis and Sons in the Amount of \\$173,207.30](#)

X. ORDINANCES

1. [#25-01 - Amending Section 3.12.030 of the Valdez Municipal Code Titled Property Exempt for Taxation. First Reading. Public Hearing.](#)
2. [#25-02 - Amending Title 3 Property Taxes, Chapter 3.12, Section 3.12.040 Titled Additional Exemptions. First Reading. Public Hearing.](#)

XI. RESOLUTIONS

1. [#25-02 - Adopting Updates to City of Valdez Employee Personnel Regulations, and a New Effective Date Assigned.](#)
2. [#25-03 - Amending the 2025 City Budget by Accepting a Safe Streets and Roads for All \(SS4A\) Grant in the Amount of \\$280,000 from the US Department of Transportation to Assist in the Creation of a Pavement Management Plan](#)
3. [#25-04 - Amending the 2025 City Budget by Appropriating \\$100,000 to the Finance Department for Assessing Services Contract to be Transferred from Repayment Reserve](#)
4. [#25-05 - Adopting an Alternative Allocation Method for the FY25 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](#)

XII. REPORTS

1. [Procurement Report: Professional Services Agreement with R & M Consultants Inc. for Title 16 Revision Project in the Amount of \\$89,755](#)

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

1. City Manager Report

1. [City Manager Report](#)

2. City Clerk Report

3. City Attorney Report

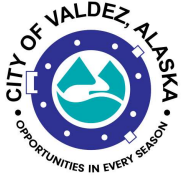
4. City Mayor Report

XIV. COUNCIL BUSINESS FROM THE FLOOR

XV. EXECUTIVE SESSION

XVI. RETURN FROM EXECUTIVE SESSION

XVII. ADJOURNMENT



Legislation Text

File #: 25-0023, **Version:** 1

ITEM TITLE:

Approval of Minutes from the Regular Meeting of December 3, 2024

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

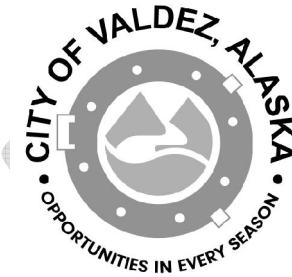
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SUMMARY STATEMENT:

Minutes from the regular meeting of December 3, 2024 are attached for review.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - DRAFT

Tuesday, December 3, 2024

7:00 PM

Regular Meeting & 2025 Budget Public Hearing

Council Chambers

City Council

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: 7 - Mayor Dennis Fleming
Mayor Pro Tem Austin Love
Council Member Alan Sorum
Council Member Sharon Scheidt
Council Member Jimmy Devens
Council Member Olivia Foster
Council Member Joseph Lally

Also Present: 9 - City Clerk Sheri Pierce
City Manager John Douglas
Deputy City Clerk Elise Sorum-Birk
Assistant City Manager Bart Hinkle
Assistant City Manager Nathan Duval
City Attorney Jake Staser
City Attorney Robin Brena
Administrative Assistant Katie Carr

IV. APPROVAL OF MINUTES

1. Approval of Minutes from the Regular Meeting of November 6, 2024

Minutes were approved by consent.

V. PUBLIC HEARINGS

1. Public Hearing - 2025 City Budget

VI. PUBLIC BUSINESS FROM THE FLOOR

Faith Revel, Valdez Museum & Historical Archives Interim Director, provided an update to Council on upcoming events at the museum.

VII. CONSENT AGENDA

- 1. Approval of Memorandum of Agreement with Providence Valdez Medical Center Re Physician Recruitment and Retention Program**
- 2. Proclamation: 42nd Annual Community Christmas Tree Lighting Ceremony**

MOTION: Council Member Devens moved, seconded by Council Member Lally, to approve all items on the consent agenda.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

VIII. UNFINISHED BUSINESS

1. **#24-51 - Naming Rates and Fees for Use of Facilities in the Valdez Harbors and Repealing Resolution No. 23-75 Formerly Naming Such Rates and Fees. Postponed 11/18/24.**

MOTION: Council Member Sorum moved, seconded by Council Member Lally, to approve Resolution 24-51.

Mayor Fleming expressed concern over raising fees while also requesting the state to recognize the impact of the low salmon run.

Council Member Sorum advocated bringing a separate resolution forward to address a fee waiver for fishing fleet. Council Members Devens and Foster concurred.

Council Member Love asked if the Ports & Harbor Commission had prepared a program to offer relief to the local salmon fishing fleet by waiving moorage fees. Sarah Von Barga, Harbormaster, stated the commission had voted down the fee waiver proposal. Council directed staff to bring the program to Council as a resolution.

Council directed staff to continue with the 5% increase for 2025.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

IX. NEW BUSINESS

1. **Appointments to the Planning & Zoning Commission, Applicants: Mathew Brunton, Christopher Moulton & Maureen Radotich**

Council Members voted by ballot on which applicants would fill the two vacancies, the Clerk tallied the vote.

MOTION: Council Member Love moved, seconded by Council Member Scheidt, to appoint Christopher Moulton & Maureen Radotich to the Planning and Zoning Commission.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

2. Approval of Contract Amendment #3 with Day Engineering for Sewer Force Main Replacement Project in the Amount of \$300,000.00

MOTION: Council Member Foster moved, seconded by Council Member Lally, to approve Contract Amendment #3 with Day Engineering for Sewer Force Main Replacement project in the amount of \$300,000.00.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

3. Approval of the Childcare Start-Up Grant Program

MOTION: Council Member Devens moved, seconded by Council Member Lally, to approve the Childcare Start-Up Grant Program.

Martha Barberio, Economic Diversification Director, outlined the beginning of the discussion on how to offer technical assistance and training to those who would receive the Start-Up Grant.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

X. ORDINANCES

1. #24-14 - Amending Title 3, Chapter 3.12.040 of the Valdez Municipal Code by Establishing a Tax Exemption for Certified Volunteer Firefighters and Emergency Medical Services (EMS) Providers. Second Reading. Adoption.

MOTION: Council Member Devens moved, seconded by Council Member Foster, to Approve Ordinance 24-14 in second reading for adoption.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

2. #24-16 - Enacting Chapter 3.30 of the Valdez Municipal Code Entitled Oil And Gas Exploration, Production, Pipeline Transportation, and Spill Prevention And Response Property Tax. Second Reading. Adoption.

Mayor Fleming recused himself from the discussion and passed the gavel to Mayor Pro Tem Love.

MOTION: Council Member Devens moved, seconded by Council Member Foster, to approve Ordinance 24-16 in second reading for adoption.

Council Member Devens requested that legal counsel review the purpose of the ordinance. City Attorney Jake Staser provided a brief background on oil and gas property taxation under AS 43.56, the history of litigation and the scope of proposed ordinance.

Council Member Lally requested clarification on the timing and intent of the enacting the ordinance at this time. City Attorneys Jake Staser and Robin Brena spoke to recent developments in escaped property litigation and the desire to have the ordinance in place prior to the upcoming 2025 tax year.

MOTION: Council Member Lally moved, seconded by Council Member Scheidt, to postpone Ordinance 24-16 to the next regular meeting.

Council Member Lally expressed his belief that it would be advantageous for Council to await the final decision of the courts on escaped property litigation before enacting a local tax ordinance.

MOTION TO POSTPONE: Council Member Lally moved, seconded by Council Member Scheidt to postpone Ordinance 24-16 to the next regular meeting.

The City Attorneys spoke about the history of oil and gas property tax litigation, the desire for the local ordinance to work as a backstop to state tax law and the implications of the recent supreme court decision on the topic.

Council Member Scheidt shared concern over the timing of the ordinance and noted a work session would have been helpful prior to the ordinance coming to the floor. Scheidt asked for clarification as to how the tax would be levied which City Attorney Staser provided.

Council Member Scheidt expressed concern that enacting this ordinance might lead to further litigation.

Council Member Love inquired about the appeals process under the new ordinance.

Council Member Sorum reminded Council of the motion on the floor.

Council Member Devens noted concerns about the impact of postponing the measure.

Council Member Lally expressed a desire to continue through the litigation process and abide by court rulings rather than enacting an ordinance.

VOTE ON THE MOTION TO POSTPONE

Yays: 1 - Lally

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

Abstained: 1 - Fleming

MOTION FAILED.

Council Member Devens stated it would be a strategic approach to have the ordinance of a failsafe.

Council Member Foster stated the ordinance was a solid way forward and the Supreme Court has supported the methodology.

Council Member Scheidt reiterated concerns with future litigation.

Mayor Pro Tem Love asked for clarification on the scope property taxable under the new ordinance which City Attorney Brena provided.

Joe Prax, Valdez resident, spoke against the ordinance and in opposition to targeted taxation. He spoke to the impact of previous taxes on terminal operations.

VOTE ON THE MAIN MOTION

Yays: 4 - Love, Sorum, Devens and Foster

Nays: 2 - Scheidt and Lally

Abstained: 1 - Fleming

MOTION CARRIED.

Mayor Pro Tem Love passed the gavel back to Mayor Fleming.

Mayor Fleming called a 5-minute recess.

3. #24-17 - Amending Section 3.12.040 of the Valdez Municipal Code Establishing a Tax Exemption for Economic Development Property. First Reading. Public Hearing.

MOTION: Council Member Devens moved, seconded by Council Member Scheidt, to approve Ordinance 24-17 in first reading for public hearing.

Joe Prax, Valdez resident, spoke in opposition to the ordinance and described the effects of development, taxes, and incentives on the local economy.

MOTION TO AMEND: Council Member Devens moved, seconded by Council Member Scheidt, to amend Subsection 3.12.040(C) as follows:

- In (C)(3) strike "one or more" and insert " one to three"
- Insert new (C) (4) to read: "The construction of four to nineteen residential units in the new townsite neighborhood place type may qualify for an exemption under this section for a period of five years."
- Insert new (C) (4) to read: "The construction of twenty or more residential units in the new townsite neighborhood place type may qualify for an exemption under this section for a period of ten years."

Council Member Devens noted there were increased opportunities upcoming for density development and it would be a show of good faith to offer them the same incentive as offered in the development of the town center place type.

Joe Prax spoke in opposition to the amendment.

VOTE ON THE AMENDMENT

Yays: 4 - Sorum, Scheidt, Devens and Lally

Nays: 3 - Fleming, Love and Foster

MOTION CARRIED.

Council Member Foster expressed concerns about hampering local building due to overregulation and the impact of a large tax bill on a property owner after the exemption timeframe ended.

Council Member Love noted that he saw the program as a way to offset the high cost of building in Valdez.

Mayor Fleming shared concerns about the housing development side of the program.

VOTE ON THE MAIN MOTION AS AMENDED

Yays: 3 - Sorum, Devens and Lally

Nays: 4 - Fleming, Love, Scheidt and Foster

MOTION FAILED.

XI. RESOLUTIONS

1. #24-53 - Establishing the 2025 Tax Calendar

MOTION: Council Member Foster moved, seconded by Council Member Scheidt, to approve Resolution 24-53.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally

MOTION CARRIED.

2. #24-54- Establishing a Residential Surcharge for Residential Vessels in the Valdez Harbors and Repealing Resolution #23-18 Formerly Naming Such Fees

MOTION: Council Member Sorum moved, seconded by Council Member Love, to approve Resolution 24-54.

Council Member Devens requested clarification on the effect of the surcharge on those paying property taxes compared to those who only own a vessel as their primary residence.

Sarah Von Barga, Harbormaster, stated those who currently paid property taxes because they owned property but still chose to use their vessel as their primary residence were exempt from the residential surcharge. She outlined the process her team followed to bring the surcharge increase forward, including input from liveaboards, and the reasoning behind the shift from 90 days to 60 days.

Mayor Fleming asked why this change was coming forward after the increase to the harbor rates and how residential vessels were identified. Harbormaster Von Barga explained the liveaboards were very up front about their resident status and the city services they used.

Council Member Sorum noted the fees were a nod to those living in the community and using city services without paying property taxes.

VOTE ON THE MOTION

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

Nays: 2 - Fleming and Devens

MOTION CARRIED.

2. #24-55 - Authorizing a Lease with the Valdez Community Garden for a .69 Acre Portion of Lot 1 Medical Park Subdivision Senior Addition

MOTION: Mayor Pro Tem Love moved, seconded by Council Member Devens, to approve Resolution 24-55.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally

MOTION CARRIED.

3. #24-56 - Amending the 2024 Budget by Accepting the 2024 State Homeland Security Program Grant Funds from the State of Alaska Department of Military and Veterans Affairs in the Amount of \$128,000 for the Emergency Services Radio Repeater Upgrades Project

MOTION: Council Member Foster moved, seconded by Council Member Love, to approve Resolution 24-56.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

- 5. **#24-57 - Amending the 2024 Budget by Accepting 2018 and 2020 Copper River and Prince William Sound Salmon Disaster Relief from the Pacific States Marine Fisheries Commission Fishery Disaster Program in the Amount of \$62,223**

MOTION: Council Member Lally moved, seconded by Council Member Devens, to approve Resolution 24-57.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

- 6. **#24-58 - Amending the 2024 City Budget by Transferring \$24,000 from Budget Variance Reserve, and Re-Allocating Prior Appropriations**

MOTION: Council Member Foster moved, seconded by Council Member Lally, to approve Resolution 24-58.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

- 7. **#24-59 - Amending the 2024 City Budget by Accepting \$4,275.00 in Unbudgeted Revenues and Transferring the Same to the Police Scholarship Reserve Fund**

MOTION: Council Member Devens moved, seconded by Council Member Lally, to approve Resolution 24-59.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

- 8. **#24-60 - Amending the 2024 City Budget by Accepting \$2,526.20 in Unbudgeted Revenues and Transferring \$2,720.00 to the Animal Medical Reserve Fund**

MOTION: Council Member Foster moved, seconded by Council Member Lally, to approve Resolution 24-60.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally

MOTION CARRIED.

9. #24-61 - Amending the 2024 City Budget by Accepting \$11,996 in Book Basket Auction Proceeds and other Unbudgeted Library Donations and Transferring Same to Book Basket Auction and Donation Reserve Account.

MOTION: Council Member Devens moved, seconded by Council Member Foster, to approve Resolution 24-61.

Council members and staff congratulated the Library on a successful event noting the increase in money raised from the auction compared to prior years.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

10.#24-62 - Accepting Public Library Assistance Grant Funds in the Amount of \$7,000 for the Valdez Consortium Library

MOTION: Council Member Devens moved, seconded by Mayor Pro Tem Love, to approve Resolution 24-62.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

XII. REPORTS

- 1. Monthly Treasury Report: October 2024**
- 2. Quarterly Financial Summary Reports: September 30, 2024**

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

1. City Manager Report

City Manager Douglas provided an update on Coffee with the City Manager at the Valdez Senior Center. He noted Kim Hutchison would be coming on December 17th. The State Legislative Priorities and Federal Legislative Priorities would be on the agenda in February.

2. City Clerk Report

Deputy City Clerk Sorum-Birk reviewed the upcoming Council Calendar.

3. City Attorney Report

City Attorney Staser reviewed cases his firm was working on behalf of the City, including escaped property, the C-Plan renewal, the TAPS settlement, Alaska Trappers Association, and redistricting.

4. City Mayor Report

Mayor Fleming complimented Civic Center operations and shared his positive experiences of the past weekend, including the Christmas Bazaar and movie theater.

XIV. COUNCIL BUSINESS FROM THE FLOOR

Council Member Devens shared his enthusiasm for the upcoming Alaska Municipal League conference. He requested Council's permission to submit Valdez for the All-American City Award, noting the community had won the prestigious award twice prior. Council consented.

Council Member Foster reminded everyone to buckle up and drive safely.

Council Member Lally gave a shout out to VCVB on their reception.

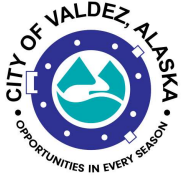
Council Member Scheidt requested Council consider having a work session on the CSO program.

Council Member Love expressed displeasure at the actions of another member of the body during a previous meeting.

XV. ADJOURNMENT

XVI. APPENDIX

1. December 2024 Council Calendar



Legislation Text

File #: 25-0022, **Version:** 1

ITEM TITLE:

Approval of Minutes from the Regular Meeting of December 17, 2024

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: NA

Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Minutes from the regular meeting of December 17, 2024 are attached for review.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - DRAFT

Tuesday, December 17, 2024

7:00 PM

Regular Meeting & 2025 Budget Adoption

Council Chambers

City Council

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present:7 - Mayor Dennis Fleming
Mayor Pro Tem Austin Love
Council Member Alan Sorum
Council Member Sharon Scheidt
Council Member Jimmy Devens
Council Member Olivia Foster
Council Member Joseph Lally

Also Present: 4 - City Clerk Sheri Pierce
City Manager John Douglas
Deputy City Clerk Elise Sorum-Birk
Assistant City Manager Bart Hinkle

IV. PUBLIC BUSINESS FROM THE FLOOR

Faith Revell of the Valdez Museum provided an overview of upcoming museum events.

Jeff Saxe, Valdez resident, spoke on the following topics

- State Right of Way and his desire to see the city take over mowing the area
- Bringing back the Energy Assistance Program for businesses
- Concern over boondocking in the summer
- Business tax exemptions
- BOE and impact of unexpected property assessment increases

Tom Hsieh, Ravn Alaska, spoke on his company’s acceptance of the DOT EAS Award.

V. CONSENT AGENDA

- 1. Appointment to VMHA Board of Directors - Applicant: Richard Dunkin**
- 2. Appointment to City Permanent Fund Investment Committee (One Vacancy for a Full Three-Year Term; Applicant: James “Mike” Williams)**
- 3. Approval To Go Into Executive Session Regarding Escaped Property Litigation Strategy and Legal Implications of Local Taxation of Oil and Gas Property.**
- 4. Approval of Contract with KVAK Radio for Broadcasting Services in an Amount Not to Exceed \$40,000**

5. #24-66 - Supporting the Valdez Senior Center's Human Service Transportation Grant Application to the Alaska Community Transit Office for Fiscal Year 2026

MOTION: Council Member Scheidt moved, seconded by Council Member Lally, to approve all items on the consent agenda.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

VI. NEW BUSINESS

1. Approval of Professional Services Agreement with Kim Hutchinson dba Trust Consultants for State Lobbyist Services in the Amount of \$60,000

MOTION: Council Member Foster moved, seconded by Mayor Pro Tem Love, to approve the professional services agreement with Kim Hutchison dba Trust Consultants for state lobbyist services in the amount of \$60,000.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

VII. ORDINANCES

1. #24-17 - Amending Section 3.12.040 of the Valdez Municipal Code Establishing a Tax Exemption for Economic Development Property. Second Reading. Adoption. (Reconsideration Requested by Mayor Fleming)

MOTION: Mayor Pro Tem Love moved, seconded by Council Member Sorum, to reconsider Ordinance 24-17 at first reading for public hearing.

VOTE ON THE MOTION TO RECONSIDER

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

City Clerk Sheri Pierce read the previously adopted amendment into the record.

MOTION TO AMEND: Council Member Sorum moved, seconded by Council Member Foster, to amend 3.12.040(C) as follows:

- In subsection (C)(3) strike "one to three" and insert "one or more"
- Strike subsection (C)(4) reading: "the construction of four to nineteen residential units in the new townsite neighborhood place type may qualify for an exemption under this section for a period of five years."

- Strike subsection (C)(5) reading: “The construction of twenty residential units in a new townsite may qualify for an exemption for a period of ten years.”

Council Member Devens asked why Council Member Sorum changed his support for the original amendment. Council Member Sorum explained he had been surprised when the ordinance had not originally passed, and would rather the ordinance be successful as originally written.

Samantha Burke, Chugach Naswik representative, spoke in opposition to the amendment.

VOTE ON THE AMENDMENT

Yays: 6 - Fleming, Love, Sorum, Scheidt, Foster and Lally

Nays: 1 - Devens

MOTION CARRIED.

Council Member Love asked if on the new townsite portion of the ordinance, if accessory dwelling unit would be allowable. Staff confirmed the ordinance applied to all new dwelling units.

Council Member Love and Council Member Scheidt clarified the Chugach Naswik building would fall under the town center place type in the ordinance.

Council Member Scheidt shared her concern over the residential section of the ordinance and overlap with current programs.

Deputy Clerk Sorum-Birk clarified the new townsite neighborhood place type was for new dwelling units specifically.

Council Member Devens noted the original intent had been to encourage housing as a form of economic development and expressed his concern about straying away from this intention.

Council Member Foster shared Council Member Scheidt’s concern on the overlap of programs.

Sheri Buretta, Chugach Naswik Board Chair, spoke in favor of the ordinance.

VOTE ON THE MOTION AS AMENDED

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally

MOTION CARRIED.

VIII. RESOLUTIONS

1. #24-63 -Amending the 2024 City Budget by Transferring \$24,413 from Budget Variance Reserve

MOTION: Council Member Foster moved, seconded by Council Member Lally, to approve Resolution 24-63.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

2. #24-64 - Adopting the 2025 Budget for the City of Valdez and Appropriating Monies for that Budget

MOTION: Council Member Foster moved, seconded by Council Member Scheidt, to approve Resolution 24-64.

Council Member Love commented on the following

- Appreciation of the process
- Holding annual reports closer to the budget sessions
- The Reserve Fund Policy
- City School Undesignated Reserve Fund

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

3. #24-65 - Authorizing the Submission of a 2024 Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) Application for the Emergency Services Radio Infrastructure Upgrades Project

MOTION: Council Member Lally moved, seconded by Mayor Pro Tem Love, to approve Resolution 24-65.

Council Member Foster requested confirmation the new radios would work with the current infrastructure. Chief Hinkle confirmed.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally
MOTION CARRIED.

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

1. City Manager Report

City Manager Douglas provided updates on the following items

- Housing Grants and Incentive Programs
- Child Care Development
- Long Term Care additional bed request
- 5-year agreement with Providence
- Air Service

2. City Clerk Report

City Clerk Pierce reviewed the recent visit to the Alaska Municipal League (AML), and the Alaska Association of Municipal Clerks Conference. She reviewed the upcoming Council calendar including travel to Washington, D.C.

3. City Attorney Report

City Attorney Staser provided an update on cases his office was working on behalf of the city, including escaped property, the VMTC Plan renewal, and Alderwood.

4. City Mayor Report

Mayor Fleming shared his experience at AML. He requested Council read and review the Code of Conduct.

X. COUNCIL BUSINESS FROM THE FLOOR

Council complimented Community Development Director Kate Huber on her presentation at AML and shared their experiences of the event. They wished the community a Merry Christmas.

Council Member Devens thanked the local medical team and the Anchorage medical team in their efforts to assist his grandmother during a medical emergency.

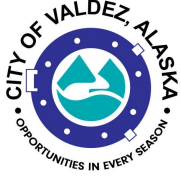
Council Member Foster thanked the finance team for their efforts on the budget. She reminded Council of the upcoming City Manager review.

Council Member Love requested the Council support the review of the National Avalanche Center. He thanked the Council for the work they do for the community.

XI. EXECUTIVE SESSION

XII. RETURN FROM EXECUTIVE SESSION

XIII. ADJOURNMENT



Legislation Text

File #: 25-0024, **Version:** 1

ITEM TITLE:

Tommy Sheridan, University of Alaska Blue Economy Center - Mariculture and T3 Alliance Update

SUBMITTED BY: Martha Barberio, Economic Development Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive

SUMMARY STATEMENT:

Tommy Sheridan, representing the University of Alaska Blue Economy Center, will provide a comprehensive update on the activities, accomplishments, and challenges faced by the Mariculture Program, T3 Alliance, and the Mariculture Garden in 2024. These initiatives are critical to advancing the development of sustainable mariculture and aquaculture practices in Valdez, contributing to economic diversification and the growth of the blue economy.

Update Overview:

- **Mariculture Program:** A detailed report on the progress of the Mariculture Program in 2024, including advancements in aquaculture research, partnerships, and the development of new technologies and sustainable practices.
- **T3 Alliance:** An update on the T3 Alliance's efforts in fostering collaboration between industry partners, researchers, and stakeholders, and how these efforts have contributed to the expansion of mariculture in Valdez.
- **Mariculture Garden:** A review of the Mariculture Garden's achievements, including successful cultivation experiments, research outcomes, and any educational or community engagement initiatives undertaken during this year.

This update from Tommy Sheridan will provide valuable insights into the continued growth and success of the Mariculture Program, T3 Alliance, and the Mariculture Garden. This will enable the City Council to assess the progress made and support the ongoing efforts to develop a sustainable blue economy in Valdez.



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January 16, 2025

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 collaborate with you and your staff and are proud of our accomplishments in 2024. Listed below please find Alaska Blue Economy Center's (ABEC) annual update to you and the City of Valdez (COV) as discussed in recent communications. Please feel free to use this information as you see fit. Using our contract's Scope of Work (attached) as a guide, I believe that we delivered strong results in all areas of our Basic Services during the 2024 calendar year, with highlights provided below:

TASK 1: ADVOCACY, FUND, AND PROJECT DEVELOPMENT.

Advocacy

- ABEC Director Sheridan is currently serving as a member of the [Alaska Mariculture Alliance](#) (AMA) Board of Directors' Executive Committee as its Secretary, and frequently participates in its supporting committee meetings;
- ABEC has advocated for and supported COV's role and interests at AMA, including Jeremy Talbott's contributions to the organization's Governance Committee;
- ABEC participates in and contributes to the Mariculture Workforce Committee as part of the [Alaska Mariculture Cluster](#) (AMC) with Prince William Sound College (PWSC), Teaching Through Technology ([T3 Alaska](#)), and others;
- In partnership with PWSC, T3, and others, ABEC contributed to the authorship of the [Mariculture Workforce Development Plan](#) for the AMC, which recommended the utilization of T3 to encourage secondary and post-secondary students to explore mariculture issues and potential careers in the field;
- ABEC continues to collaborate with PWSC in many facets of mariculture-related activities, including: the development of the Valdez T3 site/club, the development of a mariculture farm site in the vicinity of Valdez, the integration of mariculture into PWSC and T3 curriculum, and the development of a mariculture project within [Science Olympiad](#) (one of the largest K-12 STEM organizations in the US, hosted in Alaska at UAF);
- ABEC has conducted outreach and engagement with local, regional, and international stakeholders to educate and develop opportunities in and around Valdez, including:
 - ABEC presented at the January 17 City of Valdez Economic Diversification Commission meeting (online);
 - ABEC participated in and presented at the January 2024 [RISE-UP](#) gathering in Kona, HI;
 - ABEC presented to Valdez High School students and others attending a February 9 T3 event in Fairbanks (virtual);



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- ABEC addressed the February 13 Southeast Conference Midsession Summit in Juneau, AK;
- ABEC sponsored and presented at the February 2024 [Pacific Fisheries Technologists](#) Conference in Sitka, AK;
- ABEC hosted a booth and presented at the February 2024 [Mariculture Conference of Alaska](#) in Anchorage, AK;
- ABEC presented to representatives of the Naval Facilities Engineering Systems Command on March 5 regarding mariculture-related “nature-based solutions” utilizing Valdez-origin kelp;
- ABEC cooked and provided kelp pickle soup at the March 26 PWSC “Tasty Tuesdays” gathering in Valdez;
- ABEC presented with [Chugach Regional Resources Commission](#) (CRRC) and Prince William Sound Economic Development District at the March 27 AMC-sponsored “Mariculture Opportunity Workshop” in Valdez;
- ABEC presented at the March 28 Valdez High School T3 Club meeting in Valdez;
- ABEC presented at the March 5 [Southwest Alaska Municipal Conference](#) (SWAMC) annual conference in Anchorage, AK;
- ABEC presented to the [Senior Advisor for Climate Change to the Secretary of the Navy](#) and others on April 10 as follow-up on PWS mariculture as a “nature-based solution” for issues of interest to the Department of Defense (online);
- ABEC presented at the April 25 [Kenai Peninsula Economic Development District](#) (KPEDD) Industry Overview Forum in Soldotna, AK;
- ABEC organized and presented as part of a blue economy panel at the May 2024 [AIM Congress](#) investment conference in Abu Dhabi, United Arab Emirates;
- ABEC contributed to and presented as part of the May 18 [Innovate Cordova](#) event, which was hosted by Senator Murkowski highlighting Prince William Sound innovations and opportunities, including mariculture;
- ABEC presented to the T3 Summer (June) Cohort on June 19 (virtual);
- ABEC presented to and accompanied the T3 Summer (July) Cohort in Cordova and Valdez from July 11–18;
- ABEC presented to the City of Valdez City Council on July 16 in Valdez, AK;
- ABEC presented on mariculture opportunities in and around Valdez to representatives of [Cascadia Seaweed](#) on October 22 (virtual);
- ABEC presented on mariculture opportunities at the University of Maine as part of the November 2024 [ARCUS Bridging Arctic Gateways](#) initiative in Orono, ME;
- ABEC attended a “Blue Economy Meetup” at [Washington Maritime Blue](#) on November 20 in Seattle, WA;
- ABEC attended the “Investing in Seaweed Aquaculture: Addressing the Missing Middle” workshop on November 21 at [Pacific Marine Expo](#) in Seattle, WA.

Fund development

- ABEC’s December 2023 proposal to AMC (titled “A technical feasibility study on developing biostimulants and soil amendments through the combination of macroalgae and fish processing co-products”) for an agricultural-based feasibility study in partnership with City of Valdez, Valdez Fisheries Development Foundation, Prince William Sound College, [Chugach Alaska Corporation](#), Chugach Regional Resources Commission, [Native Village of Eyak](#), and [Calypso Farm and Ecology Center](#), was denied by Alaska Mariculture (Southeast Conference) in January 2024;



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- ABEC contributed to and supported a proposal to AMC (titled “Marine Agriculture Helping Terrestrial Agriculture”) led by Native Village of Eyak in collaboration with Prince William Sound College and Matanuska Experiment Farm. This proposal received broad support from the following entities: [Alaska Blue Economy Center](#); [Alaska Center for Energy and Power](#); [Alaska Center for Innovation, Commercialization, and Entrepreneurship](#); [Chenega Corporation](#); Chugach Alaska Corporation; Chugach Regional Resources Commission; [Cordova Chamber of Commerce](#); [Alaska’s Established Program to Stimulate Competitive Research \(EPSCoR\)](#); [Prince William Sound Economic Development District](#); [Prince William Sound Science Center](#); T3. Unfortunately, this proposal was not selected for funding.
- UAF’s Alaska Regional Collaboration for Technology Innovation and Commercialization (ARCTIC) program continues to support T3 site/club establishment in Valdez, along with other mariculture-related activities (T3 mariculture curriculum development);
- 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](#);
 - Alaska EPSCoR IoC project awarded \$20M on April 10;
 - 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;”
 - ABEC and partners will receive funding to support workforce and economic development in the project’s six focus communities, including Valdez;
 - Project runs from July 1, 2024, through June 30, 2029 (see presentation).

Project development

- ABEC has been very involved with T3 development in Valdez (see below);
- ABEC has been very involved with the Valdez Mariculture Park (mariculture farm site, see below);
- ABEC has been working to encourage the development of research capacity at UAF’s [Institute of Agriculture, Natural Resources and Extension](#) to encourage large-scale production of macroalgae in the vicinity of Valdez for [integration into agriculture applications](#);
- ABEC has been working to support the integration of PWS macroalgae into research at UAF’s [Automated Construction and Advanced Materials Lab \(ACAM\)](#) to encourage large-scale production of macroalgae in the vicinity of Valdez for integration into construction materials, such as [KelpCrete](#) and [SeaBrick](#).

TASK 2: T3 ALLIANCE PROGRAM ACTIVITIES

- T3 has established a T3 site at Valdez High School;
- Spring 2024 involved introducing students to T3, delivering “Makerspace” equipment, and supporting Katelyn Eisen, Valdez T3 Technology Program Coordinator, with program startup;
- T3’s Summer “Team Ocean” was in Valdez July 15–19, hosted by PWSC;
 - T3 was unsuccessful at recruiting Valdez students into the Summer 2024 program, and so associated City of Valdez funds to support Valdez student participation went unspent;
- Valdez T3 Technology Program Coordinator Eisen and Valdez High School teacher David Cronk attended the T3 Fall Teacher Training event in Fairbanks September 4–6;



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- Starting in Fall 2024, Valdez High School students now have “open T3 Makerspace time” incorporated formally into the school’s academic schedule;
- The Valdez High School T3 club is among the state’s most active clubs, with increasing and consistent participation;
- T3 hosted a kickoff event in Valdez on October 11, led by two T3 staff from Fairbanks;
 - T3 staff met with community members and school district administrators;
 - T3 staff delivered and installed new equipment for Valdez “Makerspace;”
 - T3 staff provided Coaches Eisen and Cronk with training for new equipment and technology;
 - T3 staff hosted a free BBQ for students and the community;
 - Valdez T3 students attended lectures and received training on growth mindset, mariculture, 3D printing, TinkerCAD, and laser cutting;
 - 18 Valdez High School students participated in the October 2024 kickoff event;
- ABEC is assisting PWSC with the development of ocean and mariculture-focused curriculum for integration into a Valdez T3 mariculture club, with PWSC leading this activity with both City of Valdez and UAF funding;
- Valdez High School will host a T3 STEAMfest in April 2025, with T3 students traveling to Valdez from Cordova, North Pole, and Seward;
- Valdez will again host a T3 summer program in 2025, with the hope that Valdez High School students will participate.

TASK 3: VALDEZ MARICULTURE PARK

- Sampling of prospective aquatic farm sites was conducted by PWSC students, faculty, staff, and supporters (with occasional participation by ABEC staff) from April 2023 through March 2024;
 - Sites in Port Valdez (Mineral Creek), Jack Bay, Sawmill Bay and Galena Bay were sampled for nutrients, salinity, turbidity, flow, and ice cover;
 - This sampling program provided PWSC students with a unique opportunity to engage with and conduct mariculture-related research, and has inspired their continuation in the industry;
 - Altogether, 258 samples were collected to inform site selection for a mariculture farm site;
 - City of Valdez support was utilized to secure vessel charters to allow for sampling of sites outside of Port Valdez, and in poor weather conditions;
 - City of Valdez support allowed for the hire and retention of a part-time faculty assistant position to help with field and lab work;
- Ultimately, the Port Valdez (Mineral Creek) site was chosen for a variety of reasons;
 - However, the information collected at all sites will help to inform future decisions regarding farm site development;
 - PWSC was chosen as the permittee, and PWSC faculty and staff worked with Valdez Native Tribe and Alaska Department of Fish and Game to acquire permits for a research farm site for both kelp and oysters;
 - PWSC successfully acquired the Mineral Creek mariculture farm permit in August 2024;
 - Selection of a research farm site allows for the further integration of mariculture into PWSC curriculum and provides an accessible platform for further development;
 - Research farms do not require annual lease fees, whereas commercial sites do;
 - Accessibility of the Mineral Creek site has allowed for integration into K-12 teacher professional development courses, and will also allow for easier integration into Valdez T3 club activities;



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- The first cohort of [PWSC's Marine Natural Resources Technician Program](#) commenced in spring 2024;
 - 15 students participated in the program and a semester-long Introduction to Mariculture course;
 - All students participated in a week-long workshop ("field week") at the [Alutiiq Pride Marine Institute](#) in Seward;
 - Several of these students traveled to Sitka in April to participate in a hands-on aquaculture lab course in partnership with the UAS Applied Fisheries Program;
 - City of Valdez mariculture funding is integral to the success of this program through the support of a part-time faculty assistant position that assists with field excursions, the field week, and lab work;
- Former PWSC student Calvin George is now employed as an assistant to [The Green Energy in Mariculture \(GEM\) project](#) at/through the UAF Bristol Bay campus;
- Former PWSC student Hannah Bogdan conducted research at the Mineral Creek mariculture site during the 2023/2024 academic year;
 - Bogdan presented on this work at the 2024 [Alaska Marine Science Symposium](#) (AMSS), and the 2024 [Kachemak Bay Science Conference](#);
 - Bogdan was the chosen graduation speaker for PWSC in 2024;
 - Bogdan has continued on to participate in the [UAS-Sitka Applied Fisheries Program's Alaska Aquaculture Semester](#) and [Alaska Dive Semester](#);
 - Bogdan's project benefitted from City of Valdez support through provision of transportation to the farm site, and utilization of City mariculture funds to support a summertime internship with the project;
- PWSC student Jane Churchill has continued Bogdan's research during the 2024/2025 academic year, and has added plankton sampling to their research protocol;
 - Churchill will present on this work at the February 2025 [Alaska Mariculture Conference](#) in Sitka;
 - Churchill's project benefits from City of Valdez support through provision of transportation to the farm site;
- PWSC student Sean Mueller worked to outplant kelp at the Mineral Creek mariculture site during the fall 2024 semester utilizing Native of Village of Eyak sugar and bull kelp;
 - Mueller had successful spore releases for both species, and was successful in starting a small research-scale mariculture hatchery at PWSC;
 - Mueller's projects benefit from City of Valdez support through provision of transportation to the farm site;
 - Mueller will present on this work at the January 2025 Alaska Marine Science Symposium;
- PWSC Assistant Professor Amanda Glazier will be presenting on this work and the City's generous support at the February 2025 Alaska Mariculture Conference in Sitka, and the [Aquaculture America](#) conference in New Orleans;

ABEC and its many partners, including/especially Prince William Sound College and T3, are proud of the work that we do on behalf of the City's interests, and are excited to continue this work in 2025. Thank you for the opportunity to be of service to the City of Valdez.

Sincerely,

Tommy Sheridan, Director
Alaska Blue Economy Center

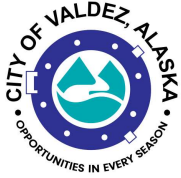
COV-ABEC 2024 Proposal for Services (version 1-18-24)

Appendix A Scope of Work

BASIC SERVICES

Calendar Year 2024 Contract: \$100K

- **Advocacy, fund, and project development:**
 - Continue representation on Alaska Mariculture Alliance, and related activities;
 - Service to and/or representation on the Alaska Mariculture Cluster, and related activities;
 - 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;
 - Continuing outreach and engagement with local & regional stakeholders to educate and develop opportunities;
 - Fund development:
 - Engage professional fund development to identify local/regional blue economy projects & pursue grants to support development.
- **T3 Alliance Program Activities:**
 - Establish a T3 Alliance with Valdez High School to engage educators and students with their unique approach to STEM technology education; ABEC will assist in the development of ocean and mariculture-focused curriculum, created in partnership with Prince William Sound College (PWSC); this also includes the cost of field trips taken outside of Valdez;
 - Work with PWSC and T3 Program staff to (1) create a new T3 site in a coastal community (Valdez), (2) develop a T3 mariculture curriculum, and (3) establish a T3 mariculture club;
 - Facilitate and support the hosting of a T3 Summer 2024 visit.
- **Valdez Mariculture Park:**
 - Culmination of 2023/2024 sampling program will inform an April 2024 aquatic farm site permit application;
 - Scope of services include completion of water sampling and permitting activities.



Legislation Text

File #: 25-0025, **Version:** 1

ITEM TITLE:

Beautification Commission Report: 2025 Beautification Matching Grant Program Materials

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk/ Beautification Commission Staff Liaison

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

The Beautification Commission approved the final application packet and timeline for the 2025 City of Valdez Beautification Matching Grant Program at their regular meeting on Monday, January 13, 2025. This program is open to commercial property owners in Valdez.

The approved grant packet is attached for informational purposes.



2025 City of Valdez
Beautification Matching Grant Program

MISSION: WORK TO BUILD COMMUNITY, A SENSE OF PLACE, AND CIVIC PRIDE THROUGH FUNDING BEAUTIFICATION PROJECTS FOCUSED ON THE AESTHETICS OF VALDEZ, INCLUDING BUT NOT LIMITED TO DESIGN, LANDSCAPING, AND PUBLIC ART.

IMPORTANT DATES:

FRIDAY, JANUARY 17th - APPLICATION PERIOD OPENS

MONDAY, JANUARY 27th - MATCHING GRANT FAQ LUNCH & LEARN

MONDAY, FEBRUARY 17th - GRANT APPLICATION HELP SESSION

FRIDAY, MARCH 21st - DEADLINE FOR 2025 GRANT APPLICATIONS

FRIDAY, APRIL 18th - APPLICANTS INFORMED OF AWARDS

FRIDAY, DECEMBER 12th - DEADLINE FOR REIMBURSEMENT PACKET

SUBMIT APPLICATIONS:

BY EMAIL – COVBOARDS@VALDEZAK.GOV

BY MAIL – CITY OF VALDEZ, PO BOX 307, VALDEZ, AK 99686

IN PERSON – TO THE FRONT DESK AT CITY HALL

2025 Valdez Beautification Matching Grant Program

City of Valdez Beautification Commission Mission: Work to advocate for, promote, and enhance the aesthetics of the local human-built environment to reflect the beauty of the surrounding natural environment.

Valdez Beautification Matching Grant Program Mission: Work to build community, a sense of place, and civic pride through funding beautification projects focused on the aesthetics of Valdez, including but not limited to design, landscaping, and public art.

The Valdez Beautification Matching Grant Program offers a financial incentive designed to assist local businesses or commercial property owners in improving the business setting for investors as well as providing an overall upgrade in appearance for residents and visitors.

2025 will be the tenth year of the program and continues with the expansion of eligible properties outside the core downtown district.

The 2025 matching grant program's goal is to improve the overall aesthetics of Valdez through:

- Improving the overall quality of building/structure façades in order to attract more local residents and visitors to shop, eat, and do business in Valdez.
- Encouraging businesses to invest in additional aesthetic and design improvements including landscaping and public art.
- Encouraging and incentivizing property/business owners to reinvest in our community.
- Encouraging grant applicants to strengthen the local economy through utilizing local vendors, contractors, and materials.

ELIGIBLE PROPERTIES:

Properties located in the following [zoning districts](#) are eligible to apply for funding: **Central Business District, General Commercial, Waterfront Industrial and Light Industrial.**

Properties may be mixed use but must be used primarily for a business purpose to be eligible for grant funding.

Properties must be up to date on their property taxes and may not have open code violations to apply.

INELIGIBLE PROPERTIES:

Properties located in the following [zoning districts](#) are not eligible to apply for funding: **Neighborhood Mixed Use, Rural Residential, Moderate Density Residential, High Density Residential, Heavy Industrial, and Conservation.**

Strictly residential properties, home occupation, and properties with delinquent property taxes are not eligible for the matching grant program. Buildings that are publicly owned or owned by a non-profit are not eligible to receive grant funding.

TIER ONE AND TIER TWO:

Eligible properties will be designated in one of two tiers based on location, visibility and whether grant program funds have been received previously. Due to program goals and limited program funding, properties designated as “Tier One” will be given priority for grant selection, however “Tier Two” properties may also be considered.

TIER ONE: Eligible properties located in the outlined area below **or located within 100 feet of the Richardson Highway corridor:**



TIER TWO: Eligible properties located within Valdez city limits, but outside of the Tier One designated areas. Eligible properties which have previously received a beautification matching grant.

GUIDELINES:

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

Property owners should be the applicant when possible. If an applicant is not the owner of the building, they must obtain the property owner's written approval prior to applying.

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

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

- Significant overall architectural or design improvements.
- Landscaping improvements – including artwork or murals.
- Removal of old signage and exterior clutter (including the removal of unsightly structures and shipping containers from properties).
- Facade improvements – i.e., signage upgrades, murals, siding, etc.

ELIGIBLE COSTS (WITH APPROPRIATE DOCUMENTATION):

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

INELIGIBLE COSTS:

- Improvements commenced prior to application approval or issuance of notice to proceed.
- Improvements not specifically noted in the award letter.
- Improvements which are considered routine maintenance (examples include replacement of light bulbs without an associated facade improvement, pavement replacement without an associated landscaping improvement, etc.)
- Simple replacement of like items, such as a replacement of a sign with the exact same sign.
- Improvements made to previous work funded by a Beautification Matching Grant, unless the work is part of a phased beautification project.
- Repairs caused by damage to a building, structure, or property that should be completed through an insurance claim.
- Partial or full roof replacement.
- Construction of a new building.
- Applicant or property owner labor.

SELECTION PROCESS:

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

Applications are due to the City Clerk's Office no later than 5:00 pm. on Friday, March 21, 2025. Applications received after the due date shall not be considered.

A complete grant application may be submitted to the City Clerk's Office by email, mail or in-person at city hall. This application must include:

- Detailed written description of proposed work.
- Sketches or drawings of proposed improvements, including samples/photographs of paint colors or materials to be used (do not need to be professionally drawn, but are required for application consideration).
- Color "before" photographs of the area or areas to be improved (submitted electronically if possible).
- Bids for contracted work (if applicable).
- Budget breakdown – including itemized list of estimated costs associated with the project.
- A letter/narrative addressed to the Beautification Commission explaining how the proposed work adds to the aesthetics of your property and our community.

The City may require more detail in order to issue permits after application approval.

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

Eligible projects will be scored by the Beautification Commission during their regular April 2025 meeting.

Projects will be given higher priority if they make substantial visible improvements, are high visibility projects, result in improvements to surrounding properties, utilize locally procured materials/labor/contractors, or fall into Tier One. Removal of exterior clutter, landscaping projects, public art and building facade improvements will also be given higher priority in the selection process. Plans for ongoing upkeep of the proposed improvements will also be considered by the commission.

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

PROJECT EXECUTION:

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

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

Awardees must complete the eligible improvements and submit the reimbursement packet by December 12, 2025, as outlined in the Notice to Proceed, unless otherwise extended in writing by the City of Valdez.

Extensions may only be granted one time, on a case-by-case basis, for exceptional circumstances. An extension may only be made for one additional grant cycle. **Extension requests must be submitted to the City Clerk's Office in writing prior to December 12, 2025, or will not be considered.** Extensions may be approved by City Clerk's Office staff if they meet criteria determined by the Beautification Commission. If the City Clerk's Office does not grant an extension, the applicant may appeal to the Beautification Commission.

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

GRANT AMOUNTS:

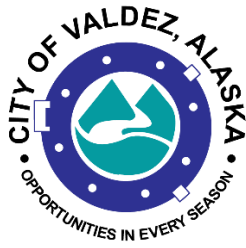
Applicants can apply for a grant rebate to pay for up to 50 percent of the cost of improvements, with a maximum reimbursement of \$12,500 per building. Projects involving corner buildings or spanning more than one lot/parcel may request larger grant amounts, not to exceed a maximum reimbursement of \$25,000.

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

GRANT REIMBURSEMENT PROCESS:

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

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



Valdez Beautification Matching Grant Program 2025 Application

1. PROJECT LOCATION

Address to be improved: _____

Assessor Parcel ID Number(s): _____

Name of Business or Organization: _____

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

2. APPLICANT INFORMATION

Name: _____

Address: _____

Mailing Address: _____

Email Address: _____ Phone: _____

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

If leased, date of lease expiration: _____

Name of Property Owner(s): _____

Property Owner Email Address: _____

Property Owner Phone: _____

3. DESCRIPTION OF PROPOSED IMPROVEMENTS

Please attach the following to this application for consideration:

- Detailed written description of proposed work.
- Sketches or drawings of proposed improvements, including samples/photographs of paint colors or materials to be used (do not need to be professionally drawn, but are required for application consideration).
- Color “before” photographs of the area or areas to be improved (submitted electronically if possible).
- Bids for contracted work.
- Budget breakdown – including itemized list of costs associated with the project.
- A letter/narrative addressed to the Beautification Commission detailing how the proposed work adds to the aesthetics of your property and our community.

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

4. ESTIMATED TIMELINE FOR PROJECT COMPLETION:

5. ESTIMATED COSTS

TOTAL ESTIMATED PROJECT COST: \$ _____

TOTAL MATCHING GRANT REQUESTED: \$ _____

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

Circle one: YES NO

Please explain. _____

By signing below, I confirm I have read and understand the requirements and process for the 2025 Beautification Matching Grant Program. The information submitted in this application is true and complete to the best of my knowledge.

Property Owner Signature: _____ Date: _____

Applicant Signature: _____ Date: _____



Valdez Beautification Matching Grant Program

City of Valdez
Beautification Commission
Attn: City Clerk's Office
PO BOX 307
Valdez, AK 99686

PROPERTY
OWNER PO Box
XXX
Valdez, AK 99686

Dear _____,

Congratulations! The Valdez Beautification Commission selected XXXXXXXX as a recipient of a 2025 Valdez Beautification Matching Grant.

Based upon your application, program guidelines and available grant funding, the Valdez City Council approved your award as follows:

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

Total Award: \$XXXX

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

All grant eligible improvements must be completed, and your grant reimbursement package submitted by December 12, 2025. Time extensions may only be granted on a case-by-case basis and for exceptional circumstances. **Requests for time extension must be made in writing and submitted prior to the grant reimbursement deadline.** In the event the improvements are not completed by the deadline, the City of Valdez reserves the right to terminate the grant award without liability to you, so that those funds may be dedicated elsewhere.

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

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

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

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

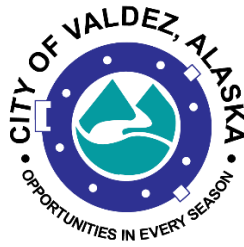
City of Valdez
Beautification Matching Grant Program
Attn: City Clerk’s Office
PO Box 307
Valdez, AK 99686

Email: COVBoards@valdezak.gov

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

Sincerely,

Magdalena McCay
Beautification Commission
Chair



Valdez Beautification Matching Grant Program NOTICE TO PROCEED

Date: _____

Project: Valdez Beautification Matching Grant Program

To: XXXXXXXX

In accordance with the Agreement dated _____, you are to complete the WORK not later than December 12, 2025.

Summary of WORK:

- XXXXXXXX
- XXXXXXXX

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

By: _____

Date: _____

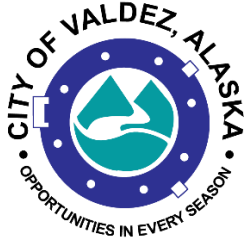
ACCEPTANCE OF NOTICE

Receipt of above NOTICE to proceed is hereby acknowledged by _____

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____



Valdez Beautification Matching Grant Program **REIMBURSEMENT FORM**

Name of Grantee: _____

Mailing Address: _____

Phone Number: _____

Email: _____

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

Total Project Costs: \$ _____

Total to be Reimbursed: \$ _____

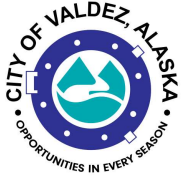
Submit the following to the City Clerk's Office with this form and before the established deadline to be eligible for 50/50 grant reimbursement:

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____



Legislation Text

File #: 25-0026, **Version:** 1

ITEM TITLE:

Referral: Beautification Commission Park Strip Maintenance Request Letter

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk/ Beautification Commission Staff Liaison

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Attached is a letter from the Beautification Commission to City Manager Douglas and City Council expressing their concerns about the current stat of the park strips and desire to support improvements to the parks strips, specifically the Black Gold Park Strip.

To: City Manager John Douglas and Valdez City Council
Cc: PRCS Director Ken Wilson and Public Works Director John Witte
From: City of Valdez Beautification Commission
Re: Coordination and Clean-Up Efforts for Black Gold Park Strip
Date: January 3, 2025

City of Valdez code invites the Valdez Beautification Commission to advocate for, promote, and enhance the aesthetics of the local human-built environment to reflect the beauty of the surrounding natural environment and to consult with other city boards and commissions on their work as it relates to community aesthetic. Commissioners are dedicated to enhancing our community's visual appeal and environmental quality. With this commitment in mind, we would like to bring to your attention the current state of the Black Gold Park Strip and the need for a coordinated clean-up effort.

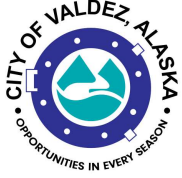
Valdez's park strips are central public spaces that play essential roles in the city's identity and recreational offerings. Unfortunately, those not visible from the town center have been declining, with signs of neglect, including insufficient topsoil in key areas and overall aesthetic. To address these concerns, we propose a comprehensive clean-up initiative that prioritizes collaboration among the Streets and Shop Division (Public Works), the Parks Maintenance Division (PRCS) and any contractors involved.

We respectfully request:

1. **Immediate attention to maintenance needs:** Removing debris, weeds, and pathway clean-up to improve the park's appearance and usability.
2. **Provision of additional topsoil:** A layer of quality topsoil is essential to revitalize the grounds and support future landscaping efforts.
3. **Enhanced coordination and communication:** To ensure the project's success, a clear communication strategy between the relevant departments and contractors would be helpful. Seasonal updates and joint meetings would help align goals and resolve potential issues promptly.

The Beautification Commission is prepared to assist in planning, monitoring, and advocating for these efforts. We believe working together can restore the Black Gold Park Strip to its rightful condition as a community asset. We would like to invite you to our regular February 2025 meeting to discuss this further.

Thank you for your attention to this important matter. We look forward to your support and guidance in moving this project forward.



Legislation Text

File #: 25-0027, **Version:** 1

ITEM TITLE:

Approval of Federal Lobbying Contract with Capitol Hill Consulting Group in an Amount Not to Exceed \$100,000

SUBMITTED BY: John Douglas, City Manager

FISCAL NOTES:

Expenditure Required: \$100,000

Unencumbered Balance: \$193,800

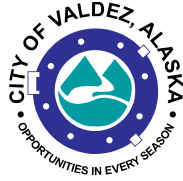
Funding Source: City Council Professional Fees & Services, 001-5300-43200

RECOMMENDATION:

City Council approval for City Manager to enter into a contract with CHCG in an amount not to exceed \$100,000.

SUMMARY STATEMENT:

The Capitol Hill Consulting Group was selected in 2021 during an RFP Process. Jack Victory will lead the Capitol Hill Group's efforts.



Professional Services Agreement

AGREEMENT, made this ____ day of January __ 2025, at Valdez, Alaska, by and between the CITY OF VALDEZ, hereinafter called the "City", and Capitol Hill Consulting Group hereinafter called the "Firm", with respect to. the performance of certain consulting services in the government relations area. The terms and conditions of this Agreement are as follows:

1. During the term of this Agreement, the Firm will render services to the City with respect to federal legislative and administrative matters of importance to the City.
2. It is understood and agreed, with respect to the services the Firm shall render pursuant to paragraph 1 above, the Firm will perform such services exclusively as an independent contractor to, and not as agent or employee of, the City.
3. The Firm will hold in a fiduciary capacity for the benefit of the City all secret or confidential information, data or policies relating to the City that shall have been obtained by the Firm during the term of this Agreement.
4. The principal contact for the City will be the City Manager, to whom the Firm will report on progress of legislative initiatives and issues, and from whom the Firm will receive direction.
5. The Firm shall immediately advise the City of any activity deemed to be critical to the City's interests and shall provide adequate notice of all such matters as may require a timely response by the City.
6.
 - a. For all the services and undertaking of the Firm hereunder during the term of this Agreement, the City shall pay to the Firm a retainer of \$75,000 payable in monthly installments of \$6,250 each, which shall be due prior to the beginning of each month for the term of this Agreement.
 - b. The City will pay an additional amount of \$5,625 (7.5% of retainer) payable in monthly installments of \$468.75 each to cover normal operating costs (principally for business lunches/meetings, long-distance telephone and other communications, postage, document reproduction, and other expenses) that shall be incurred during the term of this Agreement.
 - c. Any travel or other extraordinary expenses above normal operating costs must have the prior approval of the City Manager and shall be reimbursable up to a maximum of \$4,000.
 - d. The City will pay an additional amount of \$15,000 to facilitate two capitol hill visits by a delegation from the City of Valdez. These two trips will include high-level meetings with critical decision makers in the legislative and budgeting process during the 118th Congressional session. The two trips will also include meetings with members of the Alaskan Delegation during this 118th Congressional session.
 - e. Total payments for professional services and other expenses under this agreement shall not exceed a total contract authorization of \$100,000.

7. The term of this Agreement shall commence on January 1, 2025, and shall continue until December 31, 2025. The Agreement may be terminated with a 30-day written notice given by either party to the other.

Capitol Hill Consulting Group

Authorizing Signature

Printed name

Date: _____

Title: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Dennis Fleming, Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

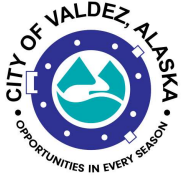
John Douglas, City Manager

Date: _____

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

Jon S. Wakeland

Date: _____



Legislation Text

File #: 25-0028, **Version:** 1

ITEM TITLE:

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

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Approve Certificate of Public Convenience and Necessity Renewal for Valdez Yellow Cab

SUMMARY STATEMENT:

The City Clerk's Office received a completed application packet for renewal for the Certificate of Public Convenience and Necessity (For Hire Vehicle License) for Valdez Yellow Cab on January 15, 2025. This application must be forwarded to City Council for approval as required by VMC 5.16.

The Deputy City Clerk has been working with the business owner for several months to obtain the necessary documents required to renew this certificate such as safety inspections of vehicles, renewal of chauffeur's licenses for drivers, current transportation rates and proof of insurance. Valdez Yellow Cab's previous license expired on December 31, 2024.

If approved the renewed license will be effective for two years and will expire on December 31, 2026.



Certificate of Public Convenience and Necessity

Application Check List

Submit all documents in one package.

Receipt for Renewal Application Fee (\$100)	✓	✓
List of rates/fares (taxi only)	✓	✓
Route description/ map (taxi only)	✓	✓
State of Alaska business registration <i>license</i>	✓	✓
City of Valdez business registration	✓	✓
Copy of Company Liability Insurance Certificate (with City of Valdez named as additional insured) <i>exp 11/3/25</i>		✓
List of Current Drivers	✓	✓
Copies of Chauffeur's License for each driver (issued by PD)	✓	✓
	✓	✓
	✓	✓
List of Vehicles on file		✓

Make and Model: <i>Dodge Caravan</i> License Plate: <i>JLQ 774</i>	Vehicle for Hire Permit <i>(issued by PD)</i>	✓
	Hire Vehicle Inspection Form (Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal) <i>(issued by PD)</i>	✓
	Current Vehicle Insurance <i>exp 2/6/25</i>	✓
Make and Model: <i>Chrysler Equinox</i> License Plate: <i>KHV 136</i>	Vehicle for Hire Permit <i>(issued by PD)</i>	✓
	Hire Vehicle Inspection Form (Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal) <i>(issued by PD)</i>	✓
	Current Vehicle Insurance <i>exp 2/15/25</i>	✓
Make and Model: License Plate:	Vehicle for Hire Permit <i>(issued by PD)</i>	
	Hire Vehicle Inspection Form (Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal) <i>(issued by PD)</i>	
	Current Vehicle Insurance	
Make and Model: License Plate:	Vehicle for Hire Permit <i>(issued by PD)</i>	
	Hire Vehicle Inspection Form (Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal) <i>(issued by PD)</i>	
	Current Vehicle Insurance	

For Clerk's Office Use Only

Date application and supporting documentation submitted: 1/15/25 ESB
 Date application verified as complete, to include policy expiration dates: 1/15/25 ESB
 Meeting date application sent to City Council: _____ Approved/Disapproved (Circle One)
 Date Public Convenience and Necessity Certificate Issued: _____
 Date Notification of Disapproval Given to Owner (if applicable): _____

note
Both
vehicle
polices
expire
in Feb 25



**2025 APPLICATION FOR RENEWAL OF
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

Please complete the following form and provide the documentation requested on the attached checklist to the City Clerk' Office in a single packet.

Date: 11/15/2025

Legal Name of and Address of Applicant Company:

Valdez Yellow Cab

Name and Address of Owner, Partners or Corporate Officers:

GRAHAM M. JOHNSON (sole proprietor)
POB 996, Valdez AK 99686

Insurance Carrier and Policy No.

Columbia Insurance Company ^{Policy #} [REDACTED]

Location of Dispatch Office or Terminal:

#95 Alderwood Tvl. Pk

Telephone No: 907-835-2500

Number of Vehicles by Virtue of this Certificate: 3

Are there any changes to your current routes from the previous year (taxi only)?

Yes No

If you answered yes, please describe changes:

Are there any changes to your rate/fare from the previous year (taxi only)?

Yes No

Number of Drivers by Virtue of this Certificate: 3

All employees operating vehicles for hire within the City of Valdez must possess a valid Chauffer's license issued by the City.

Renewal Application Fee: \$100. Please visit the City Hall front office or call (907) 835-4313 to pay your fee for the current permit year. You may also submit a check payable to the City of Valdez with this application.

I, GARR M JOHNSON, owner/agent for Valdez Yellow Cab hereby agree to maintain a written record of all dispatches of vehicles operated under the above company license; including names of all chauffeurs of such vehicles and dates and hours of their employment on each vehicle operated under such license. All such records shall be preserved by the above firm for not less than two years and shall be made available to the City of Valdez upon request. I further agree to comply with all regulations and requirements in Chapter 5.16 of the Valdez Municipal Code.

Garr M Johnson
Signature of Owner/Agent

Subscribed and sworn to before me this 15 day of January, 2025.

REGAN RADOTICH
Notary Public
State of Alaska
My Commission Expires May 1, 2028

RR
Notary Public in and for the State of Alaska
My Commission Expires: 5/1/2028



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/2/2025

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

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

PRODUCER Combs Insurance Agency, Inc 341 S. Alaska St Palmer AK 99645	CONTACT NAME: Melissa Haxton PHONE (A/C No. Ext): 907-745-2144 FAX (A/C No.): 907-745-7275 E-MAIL ADDRESS: combs@combsinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: COLUMBIA INSURANCE COMPANY NAIC # 27812 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
---	--

COVERAGES **CERTIFICATE NUMBER: 539402084** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		71APR431025	11/3/2024	11/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH. CR <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks @schedule, may be attached if more space is required)
 Local Taxi Service

CERTIFICATE HOLDER City of Valdez PO Box 307 Valdez AK 99686	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Alaska Insurance Identification Card

2022 CHEV EQUINOX

Vehicle ID No. [REDACTED]

Policy Number	Effective Date	Expiration Date
[REDACTED]	08/15/24	02/15/25

Named Carol Elaine White
Insured(s) Harry Davis White

GEICO.

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

Alaska Insurance Identification Card

2022 CHEV EQUINOX

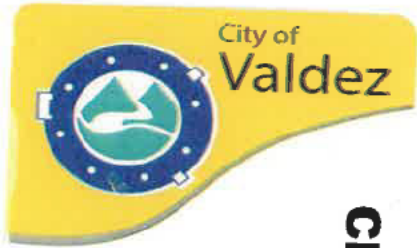
Vehicle ID No. [REDACTED]

Policy Number	Effective Date	Expiration Date
[REDACTED]	08/15/24	02/15/25

Named Carol Elaine White
Insured(s) Harry Davis White

GEICO.

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Chauffeurs

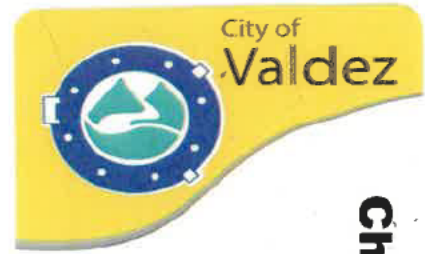
12/31/2025 12:00:00 AM



CAROL WHITE

Expires: 12/31/2025

DOB: [REDACTED]



Chauffeurs

12/31/2025 12:00:00 AM



GAIL JOHNSON

Expires: 12/31/2025

DOB: [REDACTED]

ALASKA DL
 8461227 ★

BERYL JIMELSA ELLEN

6 Cardholder address
 PO BOX 1329
 VALDEZ, AK 99686

15 Sex F 18 Eyes BLU
 16 Hgt 5'-03" 17 Wgt 165 lb
 9 Class D
 11r End
 12 Rest 1

3746288-120091759-3

City of
Valdez

Chauffeurs

1/1/2026 12:00:00 AM

BERYL SMITH

Expires: 12/31/2025
 DOB: [REDACTED]

Alaska Business License # 739897

Alaska Department of Commerce, Community, and Economic DevelopmentDivision of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

VALDEZ YELLOW CAB

POB 996, VALDEZ, AK 99686

owned by

GAIL M JOHNSON

is licensed by the department to conduct business for the period

October 25, 2024 to December 31, 2026
for the following line(s) of business:

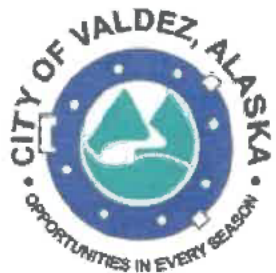
48-49 - Transportation and Warehousing



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

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

Julie Sande
Commissioner



City Of Valdez 2025 Business Registration

Business Name

Valdez Yellow Cab

Physical Address

#95 Alderwood Trailer Park
Valdez, Alaska , 99686

Business Phone Number

(907) 835-2500

Owner or Primary Contact

Gail M Johnson

Business Description

Taxi service

ISSUED BY

City of Valdez
Community Development Department
212 Chenega Ave

PO Box 307
Valdez, AK 99686

communitydevelopment@valdezak.gov
Phone: 907-834-3401

Approval Status

Approved

APPROVED BY:

Kate Huber - Community
Development Director

Approval Date 12/18/2024

Expiration Date 12/31/2025

Auto ID

COV Business ID: 2025-133

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

CUSTOMER COPY

STATE OF ALASKA

VEHICLE REGISTRATION

DIVISION OF MOTOR VEHICLES

EXPIRES LAST DAY OF:
PERM REG

LICENSE NO.
JLG774

TAB NO.
P242007

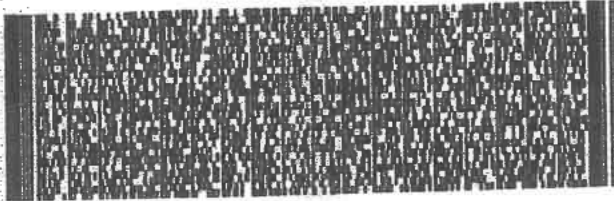
CLASS
10

DATE
12/10/2024

VEHICLE IDENTIFICATION NO.

VEHICLE DESCRIPTION

MAKE DODG
MODEL CVN
YEAR 2013
BODY VP
COLOR WHI
WEIGHT 3500
UNIT



FEES

REGISTRATION \$0.00
TITLE \$0.00
LIEN \$0.00
MVRT \$0.00
INSPECTION \$0.00
TP/MISC \$10.00

TOTAL \$10.00

OWNER/REGISTRANT

BERYL JIMELSA ELLEN SMITH

LIENHOLDER

NO LIEN

MAILING ADDRESS



TITLE & REG

SENIOR CITIZEN
591 4137 12 10 2024 0941

RESIDENCE ADDRESS

407 DYLEN DR
VALDEZ, AK 99686



STATE OF ALASKA LIABILITY
INSURANCE IDENTIFICATION CARD

INSURED: Beryl J E Smith
[Redacted] 1329

POLICY NUMBER: [Redacted]

EFFECTIVE DATE: 02/06/2024, 12:01AM

EXPIRATION DATE: 02/06/2025, 12:01AM

YEAR/MAKE/MODEL: 2013 Dodge Grand Caravan SE

VIN: [Redacted]

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

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

It is illegal to drive on the vehicle without this card.

A person must have this card in the vehicle at all times.

The Alaska Department of Transportation will suspend the license of any driver who is found to be driving without this card.

Failure to have this card in the vehicle at the time of an accident may result in a suspension of the driver's license for up to three years.

the license number at of the vehicle. You

on any DMV

amount of not of insurance in

or drivers who

caused to another

years.

City of Valdez

2023 FOR HIRE VEHICLE INSPECTION

COMPANY: YELLOW CAB FOR HIRE VEHICLE ID# _____
 ADDRESS: PO Box [REDACTED] TELEPHONE# 9[REDACTED]-[REDACTED]-[REDACTED]
 REGISTERED OWNER OF VEHICLE: CAROL E WHITE
 VEHICLE MAKE CHEVY MODEL EQUINOX YEAR 2022
 VEHICLE LICENSE# AK KHV136 VIN# [REDACTED]
 INSPECTING OFFICER: Taylor-223 DATE OF INSPECTION: 1-7-25

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

City of Valdez, Alaska
2025 FOR HIRE VEHICLE PERMIT

Registered Owner of Vehicle

Name: CAROL E. WHITE
Address: PO BOX 342 VALDEZ, AK 99686

Owner of Certificate of Public Convenience:

Name: GRAN M. JOHNSON
Address: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] TRINPK

Vehicle License No: KMV 136 ALASKA

VIN#: 2G [REDACTED] [REDACTED] [REDACTED] 5

Make: CHEVY

Model: EQUINOX

Color: DARK GRAY

Insurance Company: GEICO

Policy# [REDACTED] 5 [REDACTED]

Vehicle Inspected by: Taylor

Date of Inspection: 1-7-25

Signature of Registered Owner: Carol E White

Signature of Holder of Certificate of Public Convenience: Gran M Johnson

Permit issued on 1-15-2025

Authorized By: [Signature]
Bart Hinkle, Chief of Police

City of Valdez

2023 FOR HIRE VEHICLE INSPECTION

COMPANY: Valdez Yellow Cab FOR HIRE VEHICLE ID# JLG 774
 ADDRESS: P.O. Box 9916, Valdez, AK. TELEPHONE# [REDACTED]
 REGISTERED OWNER OF VEHICLE: Beryl JE Smith
 VEHICLE MAKE Dodge MODEL Caravan YEAR 2013
 VEHICLE LICENSE# JLG 774 VIN# [REDACTED]
 INSPECTING OFFICER: 1961 DATE OF INSPECTION: 1/15/25

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

City of Valdez, Alaska
2025 FOR HIRE VEHICLE PERMIT

Registered Owner of Vehicle

Name: Beryl J.E. Smith

Address: P.O. Box 1329, Valdez, AK, 99686
407 Dyer Dr.

Owner of Certificate of Public Convenience:

Name: GAIL M. JOHNSON

Address: [REDACTED] Trk. PRK

Vehicle License No: JLG 774

VIN#: [REDACTED] 4 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Make: Dodge

Model: Caravan

Color: White

Insurance Company: Hartford

Policy# [REDACTED] P [REDACTED] [REDACTED]

Vehicle Inspected by: mitchell

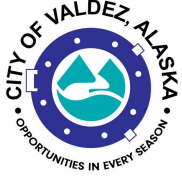
Date of Inspection: 1/15/25

Signature of Registered Owner: [Signature]

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

Permit issued on 1.15.2025

Authorized By: [Signature]
Bart Hinkle, Chief of Police



Legislation Text

File #: 25-0029, **Version:** 1

ITEM TITLE:

Approval of Contract with North Star Fire Protection, LLC for the 2025 Fire Prevention Systems Inspections in the Amount of \$44,258.00.

SUBMITTED BY: Nathan Duval, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$44,258.00

Unencumbered Balance: N/A

Funding Source: 001-4200-43400 Building Maintenance Contractual Services

RECOMMENDATION:

Approve the of Contract with North Star Fire Protection, LLC for the 2025 Fire Prevention Systems Inspections in the Amount of \$44,258.00.

SUMMARY STATEMENT:

North Star Fire Protection, LLC was awarded a two-year contract to perform the annual fire alarm panel inspections, annual fire suppression system inspections, annual backflow preventer inspections, annual fire extinguisher inspections, biannual hood cleanings and inspections, and biannual chemical suppression inspections.

At the end of the two-year term, the contract includes an option to renew for up to three additional years.



**City of Valdez
Agreement for Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and NORTH STAR FIRE PROTECTION, LLC (“Contractor”) is effective on the ____ day of _____, 2025.

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

**Project: 2025 Fire Prevention Systems Inspections
Contract No.: 2297
Cost Code: 001-4200-43400**

Contractor’s project manager under this agreement is James Hoferer.

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

City’s project manager is Stanley Porritt.

ARTICLE 1. Scope of Work

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

ARTICLE 2. Compensation

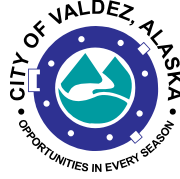
2.1 Compensation shall be paid in accordance with Appendix B which is incorporated herein by reference in an amount not to exceed \$44,258.00 annually.

ARTICLE 3. Period of Performance

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

3.2 The period of performance for annual work under this agreement shall end and Contractor shall have completed all work under this agreement by December 31, 2025, for the first year of the term and December 31, 2026, for the second year of the term. This is a two-year contract with the option for a yearly renewal for up to three additional years.

Agreement for Services
Project: 2025 Fire Prevention Systems
Inspections
Contract No. 2297
Cost Code: 001-4200-43400



ARTICLE 4. Subcontractors

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

ARTICLE 5. Insurance

5.1 The following minimum limits of insurance coverage are required:

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

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

ARTICLE 6. Appendices

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

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

Agreement for Services
Project: 2025 Fire Prevention Systems
Inspections
Contract No. 2297
Cost Code: 001-4200-43400



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

**NORTH STAR FIRE PROTECTION,
LLC**

**CITY OF VALDEZ, ALASKA
APPROVED:**

Authorized Signature

John Douglas, City Manager

Date: _____

Printed name

ATTEST:

Date: _____

Sheri L. Pierce, MMC, City Clerk

Title: _____

Date: _____

FEDERAL ID #: _____

RECOMMENDED:

Mailing Address

Nathan Duval, Capital Facilities Director

Date: _____

City, State, Zip Code

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Signature of Company Secretary or Attest

Jon S. Wakeland

Date: _____

Date: _____



Appendix A Scope of Work

BASIC SERVICES

1. Fire Alarm Panel Inspections:

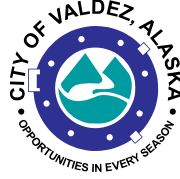
- a. Inspect all fire alarm panels and certify that they are in good functioning order. Note any problems or issues that need to be corrected.
- b. Certify (Tag) all panels with appropriate documentation as required by code. If deficiencies in panel operation are found, perform corrections if possible. If correction of the problem is not possible, notify the city maintenance staff of the need to have certified technicians hired to correct the problem. Any problem to a panel that needs to be corrected may be billed as an extra charge to the City of Valdez at pre-agreed hourly rate. If repairs are not possible during the inspection trip, vendor will provide the City of Valdez with a proposal for correcting the problem at a later date.
- c. Send an annual documentation report of panel certifications to the City of Valdez within 30 days of inspection.

2. Fire Suppression Systems Inspections:

- a. Inspect all sprinkler systems for correct operation as per code.
- b. Maintain accurate records of benchmark inspections, including but not limited to: annual inspections, pressure gauge calibrations and or replacement, five-year interior pipe inspections, and ten-year dry sprinkler replacement. Notify the City of these additional benchmark services in the appropriate years.
- c. Correct any minor deficiencies found to suppression systems that can be accomplished during the inspection trip. Additional work to correct found deficiencies may be billed to City at hourly rates. If repairs are not possible during the inspection trip, vendor will provide the City of Valdez with a proposal for correcting the problem at a later date.
- d. Tag sprinklers with annual inspection tag.
- e. Send an annual documentation and report of sprinkler certifications to the City of Valdez within 30 days of inspection.

3. Backflow Preventer Inspections:

- a. Inspect all backflow preventers with required inspection and tag with annual inspection certification tag.
- b. Correct any problems with backflow preventer that can be corrected within the inspection visit. Additional work may be charged to the City of Valdez at agreed rates.



- If correction to backflow preventer is not possible during inspection trip, vendor will provide the City of Valdez with a proposal for correcting the problem at a later date.
- c. Send an annual documentation and report of backflow preventers to the City of Valdez within 30 days of inspection.
4. Annual Fire Extinguisher Inspections:
- a. Vendor will inspect all fire extinguishers on-site and verify all extinguishers meet all code requirements.
 - b. Vendor will notify the city maintenance of any defective extinguishers so the extinguisher can be replaced.
 - c. The City of Valdez will provide the Vendor with an accurate list of all the fire extinguishers with accompanying serial number for tracking.
 - d. Vendor will keep accurate records of annual inspections of existing fire extinguishers and shall notify the City of Valdez when six year and hydro tests are due.
 - e. In the event of the need for six-year inspections, it is expected that Vendor will perform the required emptying, refilling and recharging extinguishers at the building site and immediately replacing the extinguishers back into service with appropriate tags.
 - f. When hydro testing is required, the vendor shall notify the City of Valdez in advance so a process of replacement can be negotiated in a way that the City of Valdez can maintain the required number of functioning fire extinguishers in every building.
 - g. Any fire extinguishers that are unavailable to be inspected during the scheduled visit can be charged an extra charge to the city to re-inspect.
 - h. Send an annual extinguisher report to the City of Valdez within 30 days of inspection.
5. Semi-Annual /Annual Hood Inspections and chemical suppression systems:
- a. Inspect and clean kitchen hoods twice a year and tag as per code.
 - b. Inspect hood fire suppression system twice a year as per code and tag.
 - c. Keep records of pressure vessel inspections and replace or recharge as needed.
 - d. The City of Valdez has two special fire suppression systems in two generator sheds, one at the High School/Middle School complex and the other at the Elementary School. Both these suppression systems need to be inspected bi-annually as per code with the kitchen hood inspections.
 - e. If deficiencies are found, Vendor should try to correct during inspection visit at regular hourly rate. If correction is not possible on inspection trip, Vendor will provide a proposal for a return trip to complete necessary work.
 - f. Send inspection reports to the City of Valdez within 30 days of inspection.

Agreement for Services
Project: 2025 Fire Prevention Systems
Inspections
Contract No. 2297
Cost Code: 001-4200-43400



The scope of work is more specifically described in the attached proposal dated November 15, 2024 which is incorporated herein by reference. Where any provisions of the attached proposal conflict with the provisions of the General Conditions under Appendix C, the latter shall govern this agreement.

Appendix B

Basis of Compensation

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

Payment shall be made based on the proposed fee and shall not exceed \$44,258.00 annually per the attached proposal dated November 15, 2024, including the summary below, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

Base Bid:	\$33,848.00
Second Hood Cleaning:	\$ 6,410.00
Addl Mob/Demob for Second Kitchen Hood Cleaning and Inspection:	\$ 3,200.00
Addl Mob/Demob for Second Special Hazard Inspection:	<u>\$ 800.00</u>
Total Bid Amount:	<u>\$44,258.00</u>



**City of Valdez
REQUEST FOR QUOTES**

**Project Name: 2025 Fire Prevention System Inspections
Contract No.: TBD
Cost Code: 001-4200-43400**

October 17, 2024

Dear Contractor:

This project includes, but is not necessarily limited to:

1. Fire Alarm Panel Inspections:

- a. Inspect all fire alarm panels and certify that they are in good functioning order. Note any problems or issues that need to be corrected.
- b. Certify (Tag) all panels with appropriate documentation as required by code. If deficiencies in panel operation are found, perform corrections if possible. If correction of the problem is not possible, notify the city maintenance staff of the need to have certified technicians hired to correct the problem. Any problem to a panel that needs to be corrected may be billed as an extra charge to the City of Valdez at pre-agreed hourly rate. If repairs are not possible during the inspection trip, vendor will provide the City of Valdez with a proposal for correcting the problem at a later date.
- c. Send an annual documentation report of panel certifications to the City of Valdez within 30 days of inspection.

2. Fire Suppression Systems Inspections:

- a. Inspect all sprinkler systems for correct operation as per code.
- b. Maintain accurate records of benchmark inspections, including but not limited to: annual inspections, pressure gauge calibrations and or replacement, five-year interior pipe inspections, and ten-year dry sprinkler replacement. Notify the City of these additional benchmark services in the appropriate years.
- c. Correct any minor deficiencies found to suppression systems that can be accomplished during the inspection trip. Additional work to correct found deficiencies may be billed to City at hourly rates. If repairs are not possible during the inspection trip, vendor will provide the City of Valdez with a proposal for correcting the problem at a later date.
- d. Tag sprinklers with annual inspection tag.
- e. Send an annual documentation and report of sprinkler certifications to the City of Valdez within 30 days of inspection.



3. Backflow Preventer Inspections:

- a. Inspect all backflow preventers with required inspection and tag with annual inspection certification tag.
- b. Correct any problems with backflow preventer that can be corrected within the inspection visit. Additional work may be charged to the City of Valdez at agreed rates. If correction to backflow preventer is not possible during inspection trip, vendor will provide the City of Valdez with a proposal for correcting the problem at a later date.
- c. Send an annual documentation and report of backflow preventers to the City of Valdez within 30 days of inspection.

4. Annual Fire Extinguisher Inspections:

- a. Vendor will inspect all fire extinguishers on-site and verify all extinguishers meet all code requirements.
- b. Vendor will notify the city maintenance of any defective extinguishers so the extinguisher can be replaced.
- c. The City of Valdez will provide the Vendor with an accurate list of all the fire extinguishers with accompanying serial number for tracking.
- d. Vendor will keep accurate records of annual inspections of existing fire extinguishers and shall notify the City of Valdez when six year and hydro tests are due.
- e. In the event of the need for six-year inspections, it is expected that Vendor will perform the required emptying, refilling and recharging extinguishers at the building site and immediately replacing the extinguishers back into service with appropriate tags.
- f. When hydro testing is required, the vendor shall notify the City of Valdez in advance so a process of replacement can be negotiated in a way that the City of Valdez can maintain the required number of functioning fire extinguishers in every building.
- g. Any fire extinguishers that are unavailable to be inspected during the scheduled visit can be charged an extra charge to the city to re-inspect.
- h. Send an annual extinguisher report to the City of Valdez within 30 days of inspection.

5. Semi-Annual /Annual Hood Inspections and chemical suppression systems:

- a. Inspect and clean kitchen hoods twice a year and tag as per code.
- b. Inspect hood fire suppression system as per code and tag.
- c. Keep records of pressure vessel inspections and replace or recharge as needed.
- d. If deficiencies are found, Vendor should try to correct during inspection visit at regular hourly rate. If correction is not possible on inspection trip, Vendor will provide a proposal for a return trip to complete necessary work.
- e. Send inspection reports to the City of Valdez within 30 days of inspection.

This is a two-year contract with the option for a yearly renewal for up to three additional years.



A copy of the quote schedule is attached for your use in submitting quotes. Quotes will be accepted until 2:00 pm local time on November 15, 2024, at the office of the Building Maintenance Supervisor, 555 W. Egan Street, PO Box 307, Valdez, Alaska 99686. Quotes will be accepted via email, fax, mail, or in person. Fax number: 907-835-5510. The City's Project Manager is Stanley Porritt; sporritt@valdezak.gov.

All bidders should visit the site and view existing conditions before submitting quotes.

The following items must be included within your quote:

1. Copy of current Alaska Contractor License.
2. Copy of current Alaska Business License.
3. Copy of current City of Valdez Business License.
4. Proof of Insurance

The City reserves the right to waive any irregularities or informalities in a quote, to reject any and all quotes without cause, and to re-solicit for quotes.

The current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid if required by law. The requirement of the Alaska Employment Preference Act (AS 36.10) must be met in performing the work of this Quote. Certified payrolls must be submitted to the Alaska Department of Labor.

If you have any further questions or comments, please do not hesitate to contact the assigned project manager.



City of Valdez
Addendum Acknowledgement

Project: 2025 Fire Prevention System Inspections
Contract No.: TBD

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

Addendum Number	<u>1</u>	Dated	<u>10/28/24</u>	Initials	_____
Addendum Number	<u>2</u>	Dated	<u>10/30/24</u>	Initials	_____
Addendum Number	<u>3</u>	Dated	<u>11/1/24</u>	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____

Nathan Star Fire Protection

Company Name

James Hoferer

Authorizing Name

11-15-2024

Date

General Manager

Title

J. Hoferer
Signature



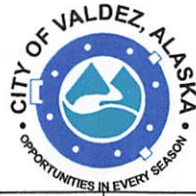
City of Valdez
Project: 2025 Fire Prevention System Inspections
Contract No.: TBD

I. Fire Alarm Panel Inspections

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	SIEMANS FHA2056 Airport 304 Airport Rd Valdez, AK 99686	1	EACH	528.00	528.00
2	EST FS-302 Animal Shelter 276 East Egan Valdez, AK 99686	1	EACH	264.00	264.00
3	Fire Shield FS-502 Baler Facility 500 S. Sawmill Rd. Valdez, AK 99686	1	EACH	264.00	264.00
4	SIMPLEX 4008 Building Maintenance 555 West Egan Valdez, AK 99686	1	EACH	264.00	264.00
5	EST i064 City Hall 212 Chenega Ave Valdez, AK 99686	1	EACH	264.00	264.00
6	Siemens Desigo Modular Civic Center 314 Clifton Dr Valdez, AK 99686	1	EACH	528.00	528.00
7	NOTIFIER SFP-5UD Council Chambers 312 Chenega Ave Valdez, AK 99686	1	EACH	264.00	264.00
8	SIEMANS FS-250 Library 212 Fairbanks Street Valdez, AK 99686	1	EACH	264.00	264.00



<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
9	SIEMANS SF-250 Museum 217 Egan St. Valdez, AK 99686	1	EACH	264.00	264.00
10	GAMEWELL Museum Annex 460 Ferry Way Valdez, AK 99686	1	EACH	264.00	264.00
11	GE FS-1004 Recreation Center 414 Hanagita St. Valdez, AK 99686	1	EACH	264.00	264.00
12	EST i064 Senior Center 1300 Hanagita Place Valdez, AK 99686	1	EACH	264.00	264.00
13	Kidde Fireworx Bilge Water Treatment Facility, New Harbor Valdez, AK 99686	1	EACH	380.00	380.00
14	EST3 Herman Hutchens Elementary School 1009 West Klutina St. Valdez, AK 99686	1	EACH	264.00	264.00
15	EST3 Gilson Middle School 357 Robe River Dr. Valdez, AK 99686	1	EACH	264.00	264.00
16	EST3 Valdez High School 319 Robe River Dr. Valdez, AK 99686	1	EACH	800.00	800.00
17	EST3 School District Office 1112 West Klutina St. Valdez, AK 99686	1	EACH	264.00	264.00
18	Honeywell ES-200X School Bus Barn 613 W. Egan St. Valdez, AK 99686	1	EACH	264.00	264.00



<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
19	NOTIFIER Fire Station #1 407 West Pioneer Valdez, AK 99686	1	EACH	264.00	264.00



II. Fire Sprinkler System Inspections

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Baler Facility 500 S. Sawmill Rd. Valdez, AK 99686	1-Wet System	EACH	380.00	380.00
2	City Hall 212 Chenega Ave Valdez, AK 99686	1-Wet System	EACH	380.00	380.00
3	Civic Center 314 Clifton Dr. Valdez, AK 99686	1-Wet System 3 - Dry System	EACH	380.00	380.00
4	Library 212 Fairbanks Street Valdez, AK 99686	1-Wet System	EACH	380.00	380.00
5	Fire Station #1 407 West Pioneer Valdez, AK 99686	1-Wet System	EACH	380.00	380.00
6	Museum 217 Egan Street Valdez, AK 99686	1-Wet System	EACH	380.00	380.00
7	Museum Annex 460 Ferry Way Valdez, AK 99686	3-Dry Systems	EACH	380.00	380.00
8	Senior Center 1300 Hanagita St. Valdez, AK 99686	1-Wet System 1-Dry System	EACH	380.00	380.00
9	Recreation Center 414 Hanagita St. Valdez, AK 99686	1-Wet System 1-Dry System	EACH	380.00	380.00
10	HH Elementary School 1009 West Klutina Valdez, AK 99686	1-Wet System	EACH	380.00	380.00



<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
11	GMS Middle School 357 Robe River Dr, Valdez, AK 99686	3-Wet System	EACH	380.00	380.00
12	Valdez High School 319 Robe River Dr. Valdez, AK 99686	3-Wet System	EACH	380.00	380.00
13	Bilge Water Treatment Facility 196 South Harbor Drive Valdez, AK 99686	1-Wet System	EACH	380.00	380.00



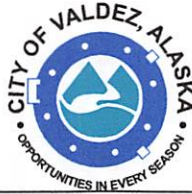
III. Backflow Preventer Inspections

<u>Item No.</u>	<u>Location</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Baler Facility 500 S. Sawmill Rd. Valdez, AK 99686	2	EACH	75.00	150.00
2	Museum 217 Egan St. Valdez, AK 99686	2	EACH	75.00	150.00
3	Museum Annex 460 Ferry Way Valdez, AK 99686	1	EACH	75.00	75.00
4	Senior Center 1300 Hanagita Place Valdez, AK 99686	1	EACH	75.00	75.00
5	Valdez High School 319 Robe River Dr. Valdez, AK 99686	1	EACH	75.00	75.00
6	Gilson Middle School 357 Robe River Dr. Valdez, AK 99686	3	EACH	75.00	225.00
7	Small Boats Harbor/South Harbor 300 N. Harbor Drive Valdez, AK 99686	12	EACH	75.00	900.00
8	Kelsey Dock Facility Hazelet Ave. Valdez, AK 99686	2	EACH	75.00	150.00
9	Valdez Container Terminal Mineral Creek Loop Road Valdez, AK 99686	5	EACH	75.00	375.00
10	New Fire Station 407 West Pioneer Valdez, AK 99686	1	EACH	75.00	75.00



IV. Annual Fire Extinguisher Inspections: All extinguishers are 10-lb Dry Chemical ABC extinguishers, unless noted.

<u>Item No.</u>	<u>Location and Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Airport 304 Airport Rd Valdez, AK 99686	27	EACH	6.00	162.00
2	Animal Shelter 276 East Egan Valdez, AK 99686	2	EACH	6.00	12.00
3	Animal Shelter 276 East Egan Valdez, AK 99686 20 lb Dry Chemical	1	EACH	6.00	6.00
4	Baler Facility 500 S. Sawmill Rd. Valdez, AK 99686	7	EACH	6.00	42.00
5	Building Maintenance Shop 555 West Egan Valdez, AK 99686	8	EACH	6.00	48.00
6	Building Maintenance Shop 555 West Egan Valdez, AK 99686 20 lb Dry Chemical ABC	1	EACH	6.00	6.00
7	City Hall, Police Department, and City Storage 212 Chenega Ave Valdez, AK 99686	15	EACH	6.00	90.00
8	City Hall, Police Department, and City Storage 212 Chenega Ave Valdez, AK 99686 20-lb Dry Chemical ABC	4	EACH	6.00	24.00
9	Civic Center 314 Clifton Dr Valdez, AK 99686	27	EACH	6.00	162.00
10	Civic Center 314 Clifton Dr Valdez, AK 99686 20-lb Dry Chemical	1	EACH	6.00	6.00



<u>Item No.</u>	<u>Location and Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
11	Civic Center 314 Clifton Dr Valdez, AK 99686 24-lb Wet Chemical	1	EACH	6.00	6.00
12	Council Chambers 312 Chenega Ave Valdez, AK 99686	4	EACH	6.00	24.00
13	Goldfields Softball Complex Mile 1.5 Richardson Hwy Valdez, AK 99686	2	EACH	6.00	12.00
14	Library 212 Fairbanks St Valdez, AK 99686	7	EACH	6.00	42.00
15	Library 212 Fairbanks St Valdez, AK 99686 20-lb Dry Chemical	1	EACH	6.00	6.00
16	Museum 217 Egan St. Valdez, AK 99686	7	EACH	6.00	42.00
17	Museum Annex/Old Shop 460 Ferry Way Valdez, AK 99686	8	EACH	6.00	48.00
18	Senior Center Apartments 1300 Hanagita Place Valdez, AK 99686 2.5 lb	15	Each	6.00	90.00
19	Senior Center Common Areas 1300 Hanagita Place Valdez, AK 99686 10 lb	13	EACH	6.00	78.00
20	Recreation Center 414 Hanagita St. Valdez, AK 99686	6	EACH	6.00	36.00
21	Recreation Center 414 Hanagita St. Valdez, AK 99686 5-lb Dry Chemical ABC	1	EACH	6.00	6.00



<u>Item No.</u>	<u>Location and Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
22	Herman Hutchens Elem. School 1009 West Klutina St. Valdez, AK 99686	14	EACH	6.00	84.00
23	Gilson Middle School 357 Robe River Dr. Valdez, AK 99686	21	EACH	6.00	126.00
24	Valdez High School 319 Robe River Dr. Valdez, AK 99686	47	EACH	6.00	282.00
25	School District Office 1112 West Klutina St. Valdez, AK 99686	2	EACH	6.00	12.00
26	School Bus Barn 613 West Egan St. Valdez, AK 99686	4	EACH	6.00	24.00
27	Sewer Treatment Plant Well Houses and Lift Stations Valdez, AK 99686	16	EACH	6.00	96.00
28	Vehicle Maintenance Facility (City Shop) 602 West Egan Valdez, AK 99686	9	EACH	6.00	54.00
29	Valdez Container Terminal Mineral Creek Loop Road Valdez, AK 99686	12	EACH	6.00	72.00
30	Valdez Container Terminal Mineral Creek Loop Road Valdez, AK 99686 8-lb Dry Chemical	1	EACH	6.00	6.00
31	Small Boat Harbor 300 N. Harbor Drive Valdez, AK 99686	50	EACH	6.00	300.00
32	Small Boat Harbor 300 N. Harbor Drive Valdez, AK 99686 2.5-lb Dry Chemical	2	EACH	6.00	12.00

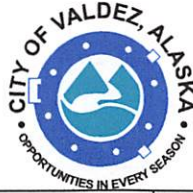


<u>Item No.</u>	<u>Location and Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
33	Small Boat Harbor 300 N. Harbor Drive Valdez, AK 99686 20-lb Dry Chemical	8	EACH	6.00	48.00
34	South Boat Harbor 196 South Harbor Drive Valdez, AK 99686	8	EACH	6.00	48.00
35	South Boat Harbor 196 South Harbor Drive Valdez, AK 99686 20-lb Dry Chemical	27	EACH	6.00	162.00
36	Kelsey Municipal Dock Hazelet Ave. Valdez, AK 99686	7	EACH	6.00	42.00
37	Kelsey Municipal Dock Hazelet Ave. Valdez, AK 99686 20-lb Dry Chemical	2	EACH	6.00	12.00
38	Fire Stations 407 West Pioneer Valdez, AK 99686	9	EACH	6.00	54.00



V. Annual Hood Inspections & Special Hazards

<u>Item No.</u>	<u>Location</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Civic Center 314 Clifton Dr Valdez, AK 99686	Kitchen Hood & Duct Cleaning	1	EACH	750.00	750.00
2	Civic Center 314 Clifton Dr Valdez, AK 99686	ANSIL Fire Suppression System Inspection	1	EACH	225.00	225.00
3	Senior Center 1300 Hanagita Place Valdez, AK 99686	Kitchen Hood & Duct Cleaning	1	EACH	750.00	750.00
4	Senior Center 1300 Hanagita Place Valdez, AK 99686	ANSIL Fire Suppression System Inspection	1	EACH	225.00	225.00
5	Elementary School 1009 West Klutina Valdez, AK 99686	Kitchen Hood & Duct Cleaning	1	EACH	750.00	750.00
6	Elementary School 1009 West Klutina Valdez, AK 99686	ANSIL Fire Suppression System Inspection	1	EACH	225.00	225.00
7	Gilson Middle School 357 Robe River Dr, Valdez, AK 99686	Kitchen Hood & Duct Cleaning	1	EACH	750.00	750.00
8	Gilson Middle School 357 Robe River Dr, Valdez, AK 99686	ANSIL Fire Suppression System Inspection	1	EACH	225.00	225.00
9	Valdez High School 319 Robe River Dr. Valdez, AK 99686	Kitchen Hood & Duct Cleaning	1	EACH	750.00	750.00
10	Valdez High School 319 Robe River Dr. Valdez, AK 99686	ANSIL Fire Suppression System Inspection	1	EACH	225.00	225.00
11	Fire Station #1 407 West Pioneer Valdez, AK 99686	Kitchen Hood & Duct Cleaning	1	EACH	750.00	750.00
12	Fire Station #1 407 West Pioneer Valdez, AK 99686	ANSIL Fire Suppression System Inspection	1	EACH	225.00	225.00



13	GMS Middle School Generator Shed 357 Robe River Dr, Valdez, AK	Special Hazzard StatX 1500E	1	EACH	280.00	280.00
14	HH Elementary School Generator Shed 1009 West Klutina, Valdez AK	Special Hazzard StatX 1500E	1	EACH	280.00	280.00

VI. Total Proposal Cost

Mobilization/Demobilization	11,670.00
Total Proposal Cost	22,178.00

Grand Total : \$ 33,848.00



City of Valdez
Project: 2025 Fire Prevention System Inspections
Contract No.: TBD

Total Base Quote Amount:

Thirty-Three Thousand Eight-Hundred Forty-Eight 00 cents
dollars
(\$ 33,848.00)

I, James Hoferer, hereinafter called Quoter, an individual doing business as North Star Fire Protection (~~strike out inapplicable words: a partnership~~), a corporation incorporated in the State of Alaska, a joint venture, hereby submits this quote and agrees: to hold this quote open for forty five (45) days, to accept the provisions of the Request for Quotes, to accomplish the work in accordance with the plans and/or specifications, for the lump sum and unit price amounts as set forth in this quote schedule.

Respectfully submitted this 15th day of November, 2024

QUOTER:

North Star Fire Protection

Company Name

520 W. 58th AVE #G

Address

Anchorage, AK 99518

City, State, Zip Code

(907) 677-1233

Telephone Number

47-1417351

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

James Hoferer

Authorizing Name

General Manager

Title

J. Hoferer

Signature

admin@northstarfireprotection.com

Email Address

CORPORATE SEAL

ATTEST:

Signature of Corporate Sec.

Print Name



Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS & PROFESSIONAL
 LICENSING**

[State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Professional Licenses / License Details](#)

LICENSE DETAILS

This serves as primary source verification* of the license.

License #: CONE39695

Program: Construction Contractors

Type: General Contractor Without Residential Contractor Endorsement

Status: Active

DBA: NORTH STAR FIRE PROTECTION, LLC

Issue Date: 07/30/2014

Effective Date: 11/15/2022

Expiration Date: 12/31/2024

Mailing Address: ANCHORAGE, AK, UNITED STATES

*Primary Source verification: License information provided by the Alaska Division of Corporations, Business and Professional Licensing, per AS 08 and 12 AAC.

Owners

Owner Name	Entity Number
North Star Fire Protection LLC	10022025

Relationships

No Relationships Found

Designations

No Designations Found

Alaska Department of Commerce, Community, and Economic Development

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

This is to certify that

NORTH STAR FIRE PROTECTION, LLC

520 W. 58TH AVE. #G, ANCHORAGE, AK 99518-9233

owned by

NORTH STAR FIRE PROTECTION, LLC

is licensed by the department to conduct business for the period

November 27, 2023 to December 31, 2025
for the following line(s) of business:

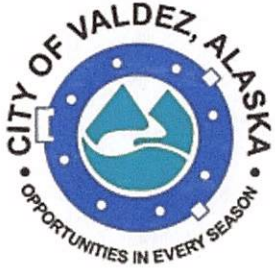
23 - Construction



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

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

Julie Sande
Commissioner



CITY OF VALDEZ 2024 BUSINESS REGISTRATION

Business Name North Star Fire Protection, LLC

Physical Address 520 W 58TH AVE UNIT G, Anchorage AK 99518-9233

Business Phone Number (907) 677-1233

Owner Name Steve Sizemore IV

Business Description Fire Protection & Suppression Design, Install, Inspection, Maintenance, Repairs

Approval Status: Approved

APPROVED BY: 

Expiration Date 12/31/2024

Auto ID Number COV Business ID: 2024-120

ISSUED BY
City of Valdez
Planning Department
212 Chenega Ave

PO Box 307
Valdez, AK 99686

planningdept@valdezak.gov
Phone: 907-834-3401

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/6/2024

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

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

PRODUCER Marsh & McLennan Agency LLC 1031 W 4th Ave, Suite 400 Anchorage AK 99501	CONTACT NAME: Nancy Hayes PHONE (A/C No, Ext): 907-276-5617 FAX (A/C, No): 907-276-6292 E-MAIL ADDRESS: nancy.hayes@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Urialik Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 40126


INSURED North Star Fire Protection LLC 520 W. 58th Avenue #G Anchorage AK 99518	License# 82353 NORTHSTAR35
--	-------------------------------

COVERAGES **CERTIFICATE NUMBER: 1408075245** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPP112059009	7/7/2024	7/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		CPP112162909	7/7/2024	7/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB102516008	7/7/2024	7/7/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCV102210007	7/7/2024	7/7/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance. Subject to said policy limits, terms, and exclusions.

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Appendix C General Conditions

I. Definitions:

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

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

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

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

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

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

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

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

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

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

II. Information and Services from Others:

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



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

III. Indemnification

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

IV. Payments:

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

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

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

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

Agreement for Services
Project: 2025 Fire Prevention Systems
Inspections
Contract No. 2297
Cost Code: 001-4200-43400



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

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

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

V. Changes:

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

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

VI. Audits and Records:

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



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

VII. Inspections:

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

VIII. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) days' written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the Contractor a sum equal to the percentage of work completed that can be substantiated by the Contractor and the City. If the City becomes aware of any fault or defect in the work of the Contractor or nonconformance with this Agreement, the City will give prompt written notice thereof to the Contractor. Should the Contractor's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

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

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



IX. Officials Not to Benefit:

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

X. Independent Contractor:

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

XI. Ownership of Work Products:

Work products produced under this Agreement, except items that have preexisting copyrights, are the property of the City. Payments to the Contractor for services hereunder include full compensation for all work products, field notes, interim work, reports, and other materials produced by the Contractor and its Subcontractors pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Contractor shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XII. Subcontractors, Successors and Assigns:

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

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

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

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



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

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

XIII. Claims and Disputes:

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

In addition, all claims by the Contractor for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Contractor to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Contractor to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Contractor agrees that unless these written notices are provided, the Contractor shall not be entitled to additional time or compensation for such act, event or condition. The Contractor shall in any case continue diligent performance under this Agreement. The Contractor shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Contractor's claim unless notified by the City to stop work on the disputed matter.

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

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract



Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the

- Contractor at any time for additional information that the Contractor may possess to support the claims(s). The Contractor agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Contractor will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Contractor delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Contractor intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XIV. Extent of Agreement:

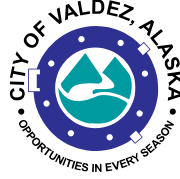
This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

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

Agreement for Services
Project: 2025 Fire Prevention Systems
Inspections
Contract No. 2297
Cost Code: 001-4200-43400



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

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

XV. Governing Laws:

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

XVI. Minimum Wages:

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

See attached links for reference:

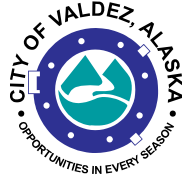
<http://labor.state.ak.us/lss/pamp600.htm>

<http://labor.alaska.gov/lss/forms/Pam400.pdf>

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

- (1) Contractor or subcontractors of Contractor shall pay all employees unconditionally and not less than once a week;
- (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between Contractor or subcontractors and laborers, mechanics, or field surveyors;
- (3) the scale of wages to be paid shall be posted by Contractor in a prominent and easily accessible place at the site of the work;
- (4) The City shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by Contractor or subcontractors the difference between

Agreement for Services
Project: 2025 Fire Prevention Systems
Inspections
Contract No. 2297
Cost Code: 001-4200-43400



(A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and

(B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

(5) If it is found that a laborer, mechanic, or field surveyor employed by Contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the City may, by written notice to the contractor, terminate Contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and Contractor and Contractor's sureties are liable to the City for excess costs for completing the work.

Summary of Proposals Received				Project: 2025 Fire Prevention Systems Inspections															
Bid Opening				Contract No. TBD															
Date: 11/15/2024																			
Bid Item	Description	Quantity	Unit	Alaska Fire Protection, LLC		Chinook Fire Protection, Inc		Convergint Technologies, LLC		Fierce Fire Protection Services, LLC		Johnson Controls Fire Protection LP		North Star Fire Protection, LLC		Northern Support Services, Inc		Taylor Fire Protection Services, LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
I. Fire Alarm Panel Inspections																			
1	Siemens FHA2056 - Airport	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$8,629.00	\$8,629.00	\$1,450.00	\$1,450.00	\$1,742.16	\$1,742.16	\$528.00	\$528.00	\$9,283.00	\$9,283.00	\$390.00	\$390.00
2	EST FS-302 - Animal Shelter	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$1,726.00	\$1,726.00	\$485.00	\$485.00	\$579.60	\$579.60	\$264.00	\$264.00	\$2,642.00	\$2,642.00	\$390.00	\$390.00
3	Fire Shield FS-502 - Baler Facility	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$1,726.00	\$1,726.00	\$200.00	\$200.00	\$388.64	\$388.64	\$264.00	\$264.00	\$1,600.00	\$1,600.00	\$390.00	\$390.00
4	Simplex 4008 - Building Maintenance	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$1,726.00	\$1,726.00	\$532.00	\$532.00	\$711.76	\$711.76	\$264.00	\$264.00	\$2,642.00	\$2,642.00	\$390.00	\$390.00
5	EST i064 - City Hall	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$2,071.00	\$2,071.00	\$628.00	\$628.00	\$694.96	\$694.96	\$264.00	\$264.00	\$4,617.00	\$4,617.00	\$390.00	\$390.00
6	Siemens Desigo Modular - Civic Center	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$2,416.00	\$2,416.00	\$628.00	\$628.00	\$1,766.24	\$1,766.24	\$528.00	\$528.00	\$5,575.00	\$5,575.00	\$585.00	\$585.00
7	NOTIFIER SFP-SUD - Council Chambers	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$1,381.00	\$1,381.00	\$338.00	\$338.00	\$338.80	\$338.80	\$264.00	\$264.00	\$1,642.00	\$1,642.00	\$390.00	\$390.00
8	SIEMANS FS-250 - Library	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$2,071.00	\$2,071.00	\$676.00	\$676.00	\$1,237.04	\$1,237.04	\$264.00	\$264.00	\$5,992.00	\$5,992.00	\$390.00	\$390.00
9	SIEMANS SF-250 - Museum	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$2,071.00	\$2,071.00	\$580.00	\$580.00	\$822.08	\$822.08	\$264.00	\$264.00	\$5,992.00	\$5,992.00	\$390.00	\$390.00
10	GAMEWELL - Museum Annex	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$1,726.00	\$1,726.00	\$290.00	\$290.00	\$477.68	\$477.68	\$264.00	\$264.00	\$1,600.00	\$1,600.00	\$390.00	\$390.00
11	GE FS-1004 - Recreation Center	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$1,726.00	\$1,726.00	\$386.00	\$386.00	\$553.28	\$553.28	\$264.00	\$264.00	\$3,058.00	\$3,058.00	\$390.00	\$390.00
12	EST i064 - Senior Center	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$1,726.00	\$1,726.00	\$820.00	\$820.00	\$1,297.52	\$1,297.52	\$264.00	\$264.00	\$6,950.00	\$6,950.00	\$390.00	\$390.00
13	Kidde Fireworx - Bilge Water Treatment Facility, New Harbor	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$690.00	\$690.00	\$200.00	\$200.00	\$178.64	\$178.64	\$380.00	\$380.00	\$742.00	\$742.00	\$390.00	\$390.00
14	EST3 - Herman Hutchens Elementary School	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$3,452.00	\$3,452.00	\$772.00	\$772.00	\$2,164.40	\$2,164.40	\$264.00	\$264.00	\$6,367.00	\$6,367.00	\$390.00	\$390.00
15	EST3 - Gilson Middle School	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$1,726.00	\$1,726.00	\$531.00	\$531.00	\$1,402.24	\$1,402.24	\$264.00	\$264.00	\$6,367.00	\$6,367.00	\$585.00	\$585.00
16	EST3 - Valdez High School	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$2,416.00	\$2,416.00	\$1,015.00	\$1,015.00	\$2,652.16	\$2,652.16	\$800.00	\$800.00	\$7,908.00	\$7,908.00	\$585.00	\$585.00
17	EST3 - School District Office	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$690.00	\$690.00	\$200.00	\$200.00	\$300.16	\$300.16	\$264.00	\$264.00	\$883.00	\$883.00	\$390.00	\$390.00
18	Honeywell ES-200X - School Bus Barn	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$690.00	\$690.00	\$290.00	\$290.00	\$483.84	\$483.84	\$264.00	\$264.00	\$1,350.00	\$1,350.00	\$390.00	\$390.00
19	NOTIFIER - Fire Station #1	All Req'd	LS	\$645.00	\$645.00	\$1,550.00	\$1,550.00	\$4,142.00	\$4,142.00	\$1,304.00	\$1,304.00	\$1,876.00	\$1,876.00	\$264.00	\$264.00	\$5,783.00	\$5,783.00	\$390.00	\$390.00
Total Fire Alarm Panel Inspections				\$12,255.00	\$12,255.00	\$29,450.00	\$29,450.00	\$42,801.00	\$42,801.00	\$11,325.00	\$11,325.00	\$19,667.20	\$19,667.20	\$6,196.00	\$6,196.00	\$80,993.00	\$80,993.00	\$7,995.00	\$7,995.00
II. Fire Supression System Inspections																			
1	Baler Facility - Annual Inspection	All Req'd	LS	\$345.00	\$345.00	\$360.00	\$360.00	\$450.00	\$450.00	\$308.00	\$308.00	\$388.64	\$388.64	\$380.00	\$380.00	\$483.00	\$483.00	\$390.00	\$390.00
2	City Hall - Annual Inspection	All Req'd	LS	\$345.00	\$345.00	\$360.00	\$360.00	\$450.00	\$450.00	\$308.00	\$308.00	\$189.97	\$189.97	\$380.00	\$380.00	\$483.00	\$483.00	\$390.00	\$390.00
3	Civic Center - Annual Inspection	All Req'd	LS	\$1,380.00	\$1,380.00	\$1,440.00	\$1,440.00	\$1,800.00	\$1,800.00	\$728.00	\$728.00	\$1,857.97	\$1,857.97	\$380.00	\$380.00	\$1,932.00	\$1,932.00	\$780.00	\$780.00
4	Library - Normal Annual Inspection	All Req'd	LS	\$345.00	\$345.00	\$360.00	\$360.00	\$450.00	\$450.00	\$308.00	\$308.00	\$189.97	\$189.97	\$380.00	\$380.00	\$483.00	\$483.00	\$390.00	\$390.00
5	New Fire Station - Annual Inspection	All Req'd	LS	\$345.00	\$345.00	\$360.00	\$360.00	\$450.00	\$450.00	\$308.00	\$308.00	\$189.97	\$189.97	\$380.00	\$380.00	\$483.00	\$483.00	\$390.00	\$390.00

Summary of Proposals Received				Project: 2025 Fire Prevention Systems Inspections															
Bid Opening				Contract No. TBD															
Date:	11/15/2024			Alaska Fire Protection, LLC		Chinook Fire Protection, Inc		Convergint Technologies, LLC		Fierce Fire Protection Services, LLC		Johnson Controls Fire Protection LP		North Star Fire Protection, LLC		Northern Support Services, Inc		Taylor Fire Protection Services, LLC	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6	Museum - Annual Inspection	All Req'd	LS		\$345.00		\$360.00		\$450.00		\$308.00		\$189.97		\$380.00		\$483.00		\$390.00
7	Museum Annex - Annual Inspection	All Req'd	LS		\$1,035.00		\$1,440.00		\$1,350.00		\$588.00		\$1,946.00		\$380.00		\$1,449.00		\$780.00
8	Senior Center - Annual Inspection	All Req'd	LS		\$690.00		\$720.00		\$900.00		\$448.00		\$745.97		\$380.00		\$966.00		\$585.00
9	Recreation Center - Annual Inspection	All Req'd	LS		\$690.00		\$720.00		\$900.00		\$448.00		\$745.97		\$380.00		\$966.00		\$585.00
10	HH Elementary School - Annual Inspection	All Req'd	LS		\$345.00		\$360.00		\$450.00		\$308.00		\$189.97		\$380.00		\$483.00		\$585.00
11	GMS Middle School - Annual Inspection	All Req'd	LS		\$1,035.00		\$1,080.00		\$1,350.00		\$588.00		\$478.72		\$380.00		\$1,447.00		\$585.00
12	Valdez High School - Annual Inspection	All Req'd	LS		\$1,035.00		\$1,080.00		\$1,350.00		\$588.00		\$478.72		\$380.00		\$1,447.00		\$585.00
13	Bilge Water Treatment Facility - Annual Inspection	All Req'd	LS		\$345.00		\$360.00		\$450.00		\$308.00		\$189.97		\$380.00		\$483.00		\$390.00
Total Fire Suppression System Inspections					\$8,280.00		\$9,000.00		\$10,800.00		\$5,544.00		\$7,781.81		\$4,940.00		\$11,588.00		\$6,825.00
III. Backflow Preventer Inspections																			
1	Baler Facility	All Req'd	LS		\$220.00		\$300.00		\$375.00		\$276.00		\$278.00		\$150.00		\$402.00		\$300.00
2	Museum	All Req'd	LS		\$220.00		\$300.00		\$375.00		\$276.00		\$278.00		\$150.00		\$402.00		\$300.00
3	Museum Annex	All Req'd	LS		\$110.00		\$150.00		\$187.00		\$138.00		\$139.00		\$75.00		\$201.00		\$150.00
4	Senior Center	All Req'd	LS		\$110.00		\$150.00		\$187.00		\$138.00		\$139.00		\$75.00		\$201.00		\$150.00
5	Valdez High School	All Req'd	LS		\$110.00		\$150.00		\$187.00		\$138.00		\$139.00		\$75.00		\$201.00		\$150.00
6	Gilson Middle School	All Req'd	LS		\$330.00		\$450.00		\$562.00		\$414.00		\$417.00		\$225.00		\$603.00		\$450.00
7	Small Boats Harbor/New Harbor	All Req'd	LS		\$1,320.00		\$1,800.00		\$2,250.00		\$1,656.00		\$861.80		\$900.00		\$2,412.00		\$1,800.00
8	Keisey Dock Facility	All Req'd	LS		\$220.00		\$300.00		\$375.00		\$276.00		\$143.63		\$150.00		\$402.00		\$300.00
9	Valdez Container Terminal	All Req'd	LS		\$550.00		\$750.00		\$937.00		\$690.00		\$359.08		\$375.00		\$1,005.00		\$750.00
10	New Fire Station	All Req'd	LS		\$110.00		\$150.00		\$187.00		\$138.00		\$139.00		\$75.00		\$201.00		\$150.00
Total Backflow Preventer Inspections					\$3,300.00		\$4,500.00		\$5,622.00		\$4,140.00		\$2,893.51		\$2,250.00		\$6,030.00		\$4,500.00
IV. Annual Fire Extinguisher Inspections																			
1	Airport	All Req'd	LS		\$148.50		\$540.00		\$675.00		\$453.60		\$179.55		\$162.00		\$729.00		\$243.00
2	Animal Shelter	All Req'd	LS		\$11.00		\$40.00		\$550.00		\$33.60		\$99.75		\$12.00		\$54.00		\$18.00
3	Animal Shelter - 20 lb Dry Chemical	All Req'd	LS		\$5.50		\$20.00		\$550.00		\$16.80		Included above		\$6.00		\$27.00		\$9.00
4	Baler Facility	All Req'd	LS		\$38.50		\$140.00		\$575.00		\$117.60		\$232.75		\$42.00		\$189.00		\$63.00
5	Building Maintenance Shop	All Req'd	LS		\$44.00		\$160.00		\$580.00		\$134.40		\$277.08		\$48.00		\$216.00		\$72.00

Summary of Proposals Received				Project: 2025 Fire Prevention Systems Inspections															
Bid Opening				Contract No. TBD															
Date:	11/15/2024																		
Bid Item	Description	Quantity	Unit	Alaska Fire Protection, LLC		Chinook Fire Protection, Inc		Convergint Technologies, LLC		Fierce Fire Protection Services, LLC		Johnson Controls Fire Protection LP		North Star Fire Protection, LLC		Northern Support Services, Inc		Taylor Fire Protection Services, LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6	Building Maintenance Shop - 20 lb Dry Chemical ABC	All Req'd	LS		\$5.50		\$20.00		\$580.00		\$16.80		Included above		\$6.00		\$27.00		\$9.00
7	City Hall, Police Department, and City Storage	All Req'd	LS		\$82.50		\$300.00		\$375.00		\$252.00		\$543.08		\$90.00		\$405.00		\$135.00
8	City Hall, Police Department, and City Storage - 20-lb Dry Chemical ABC	All Req'd	LS		\$22.00		\$80.00		\$100.00		\$67.20		Included above		\$24.00		\$108.00		\$36.00
9	Civic Center	All Req'd	LS		\$148.50		\$540.00		\$675.00		\$453.60		\$919.92		\$162.00		\$729.00		\$243.00
10	Civic Center - 20-lb Dry Chemical	All Req'd	LS		\$5.50		\$20.00		\$25.00		\$16.80		Included above		\$6.00		\$27.00		\$9.00
11	Civic Center - 24-lb Wet Chemical	All Req'd	LS		\$5.50		\$20.00		\$25.00		\$16.80		Included above		\$6.00		\$27.00		\$9.00
12	Council Chambers	All Req'd	LS		\$22.00		\$80.00		\$100.00		\$67.20		\$133.00		\$24.00		\$108.00		\$36.00
13	Goldfields Softball Complex	All Req'd	LS		\$11.00		\$40.00		\$50.00		\$33.60		\$99.75		\$12.00		\$54.00		\$18.00
14	Library	All Req'd	LS		\$38.50		\$140.00		\$175.00		\$117.60		\$189.97		\$42.00		\$189.00		\$63.00
15	Library - 20-lb Dry Chemical	All Req'd	LS		\$5.50		\$20.00		\$25.00		\$16.80		\$99.75		\$6.00		\$27.00		\$9.00
16	Museum	All Req'd	LS		\$38.50		\$140.00		\$175.00		\$117.60		\$99.75		\$42.00		\$378.00		\$63.00
17	Museum Annex/Old Shop	All Req'd	LS		\$44.00		\$160.00		\$200.00		\$134.40		\$99.75		\$48.00		\$216.00		\$72.00
18	Senior Center Apartments	All Req'd	LS		\$82.50		\$300.00		\$375.00		\$252.00		\$99.75		\$90.00		\$405.00		\$135.00
19	Senior Center Common Areas	All Req'd	LS		\$71.50		\$260.00		\$325.00		\$218.40		\$86.45		\$78.00		\$351.00		\$119.00
20	Recreation Center	All Req'd	LS		\$33.00		\$120.00		\$150.00		\$100.80		\$99.75		\$36.00		\$162.00		\$54.00
21	Recreation Center - 5-lb Dry Chemical ABC	All Req'd	LS		\$5.50		\$20.00		\$25.00		\$16.80		Included above		\$6.00		\$27.00		\$9.00
22	Herman Hutchens Elem. School	All Req'd	LS		\$77.00		\$280.00		\$350.00		\$235.20		\$99.75		\$84.00		\$378.00		\$126.00
23	Gilson Middle School	All Req'd	LS		\$115.50		\$420.00		\$525.00		\$352.80		\$139.65		\$126.00		\$567.00		\$189.00
24	Valdez High School	All Req'd	LS		\$258.50		\$940.00		\$1,175.00		\$789.60		\$312.55		\$282.00		\$1,269.00		\$423.00
25	School District Office	All Req'd	LS		\$11.00		\$40.00		\$50.00		\$33.60		\$99.75		\$12.00		\$54.00		\$18.00
26	School Bus Barn	All Req'd	LS		\$22.00		\$80.00		\$100.00		\$67.20		\$99.75		\$24.00		\$108.00		\$36.00
27	Sewer Treatment Plant	All Req'd	LS		\$88.00		\$320.00		\$400.00		\$268.80		\$106.40		\$96.00		\$432.00		\$144.00
28	Vehicle Maintenance Facility (City Shop)	All Req'd	LS		\$49.50		\$180.00		\$225.00		\$151.20		\$99.75		\$54.00		\$243.00		\$81.00
29	Valdez Container Terminal	All Req'd	LS		\$66.00		\$240.00		\$300.00		\$201.60		\$99.75		\$72.00		\$324.00		\$108.00
30	Valdez Container Terminal - 8-lb Dry Chemical	All Req'd	LS		\$5.50		\$20.00		\$25.00		\$16.80		\$99.75		\$6.00		\$27.00		\$9.00
31	Small Boat Harbor	All Req'd	LS		\$275.00		\$1,000.00		\$1,250.00		\$840.00		\$434.47		\$300.00		\$1,350.00		\$450.00
32	Small Boat Harbor - 2.5-lb Dry Chemical	All Req'd	LS		\$11.00		\$40.00		\$50.00		\$33.60		Included above		\$12.00		\$54.00		\$18.00

Summary of Proposals Received				Project: 2025 Fire Prevention Systems Inspections															
Bid Opening				Contract No. TBD															
Date:	11/15/2024			Alaska Fire Protection, LLC		Chinook Fire Protection, Inc		Convergent Technologies, LLC		Fierce Fire Protection Services, LLC		Johnson Controls Fire Protection LP		North Star Fire Protection, LLC		Northern Support Services, Inc		Taylor Fire Protection Services, LLC	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
33	Small Boat Harbor - 20-lb Dry Chemical	All Req'd	LS		\$44.00		\$160.00		\$200.00		\$134.40		Included above		\$48.00		\$216.00		\$72.00
34	South Boat Harbor	All Req'd	LS		\$44.00		\$160.00		\$200.00		\$134.40		\$352.45		\$48.00		\$216.00		\$72.00
35	South Boat Harbor - 20-lb Dry Chemical	All Req'd	LS		\$148.50		\$540.00		\$925.00		\$453.60		Included above		\$162.00		\$729.00		\$243.00
36	Kelsey Municipal Dock	All Req'd	LS		\$38.50		\$140.00		\$175.00		\$117.60		\$99.75		\$42.00		\$189.00		\$63.00
37	Kelsey Municipal Dock - 20-lb Dry Chemical	All Req'd	LS		\$11.00		\$40.00		\$50.00		\$33.60		Included above		\$12.00		\$54.00		\$18.00
38	Fire Stations	All Req'd	LS		\$49.50		\$180.00		\$225.00		\$151.20		\$99.75		\$54.00		\$243.00		\$81.00
Total Annual Fire Extinguisher Inspections					\$2,183.50		\$7,940.00		\$12,635.00		\$6,669.60		\$5,403.57		\$2,382.00		\$10,908.00		\$3,575.00
V. Annual Hood Inspections																			
1	Civic Center - Kitchen Hood & Duct Cleaning	All Req'd	LS		\$1,100.00		\$1,430.00		\$2,469.00		\$862.00		\$324.00		\$750.00		\$1,220.00		\$1,800.00
2	Civic Center - ANSIL Fire Suppression system Inspection	All Req'd	LS		\$300.00		\$475.00		\$594.00		\$420.00		\$324.00		\$225.00		\$637.00		\$900.00
3	Senior Center - Kitchen Hood & Duct Cleaning	All Req'd	LS		\$1,100.00		\$1,430.00		\$2,469.00		\$862.00		\$324.00		\$750.00		\$1,220.00		\$1,800.00
4	Senior Center - ANSIL Fire Suppression system Inspection	All Req'd	LS		\$300.00		\$475.00		\$594.00		\$420.00		\$324.00		\$225.00		\$637.00		\$900.00
5	Elementary School - Kitchen Hood & Duct Cleaning	All Req'd	LS		\$1,100.00		\$1,430.00		\$2,469.00		\$862.00		\$324.00		\$750.00		\$1,220.00		\$1,800.00
6	Elementary School - ANSIL Fire Suppression system Inspection	All Req'd	LS		\$300.00		\$475.00		\$594.00		\$420.00		\$324.00		\$225.00		\$637.00		\$900.00
7	Gilson Middle School - Kitchen Hood & Duct Cleaning	All Req'd	LS		\$1,100.00		\$1,430.00		\$2,469.00		\$862.00		\$324.00		\$750.00		\$1,220.00		\$1,800.00
8	Gilson Middle School - ANSIL Fire Suppression system Inspection	All Req'd	LS		\$300.00		\$475.00		\$594.00		\$420.00		\$324.00		\$225.00		\$637.00		\$900.00
9	Valdez High School - Kitchen Hood & Duct Cleaning	All Req'd	LS		\$1,100.00		\$1,430.00		\$2,469.00		\$862.00		\$324.00		\$750.00		\$1,220.00		\$1,800.00
10	Valdez High School - ANSIL Fire Suppression system Inspection	All Req'd	LS		\$300.00		\$475.00		\$594.00		\$420.00		\$324.00		\$225.00		\$637.00		\$900.00
11	Fire Station #1 - Kitchen Hood & Duct Cleaning	All Req'd	LS		\$1,100.00		\$1,430.00		\$2,469.00		\$862.00		\$324.00		\$750.00		\$1,220.00		\$1,800.00
12	Fire Station #1 - ANSIL Fire Suppression System Inspection	All Req'd	LS		\$300.00		\$475.00		\$594.00		\$420.00		\$324.00		\$225.00		\$637.00		\$900.00
13	Gilson Middle School Generator Shed Special Hazard StatX 1500E	All Req'd	LS		\$300.00		\$475.00		\$594.00		\$388.00		\$486.00		\$280.00		\$637.00		\$1,170.00
14	HH Elementary School Generator Shed Special Hazard StatX 1500E	All Req'd	LS		\$300.00		\$475.00		\$594.00		\$388.00		\$486.00		\$280.00		\$637.00		\$1,170.00
Hood Inspections					\$9,000.00		\$12,380.00		\$19,566.00		\$8,468.00		\$4,860.00		\$6,410.00		\$12,416.00		
Total BI-Annual Hood Inspections					\$18,000.00		\$24,760.00		\$39,132.00		\$16,936.00		\$9,720.00		\$12,820.00		\$24,832.00		\$18,540.00
VI. Mobilization/Demobilization																			
1	Mobilization/Demobilization	All Req'd	LS		\$10,000.00		Included		\$11,475.00		\$13,847.40		\$2,128.00		\$11,670.00		\$0.00		\$8,500.00
Total Mobilization/Demobilization					\$10,000.00		\$0.00		\$11,475.00		\$13,847.40		\$2,128.00		\$11,670.00		\$0.00		\$8,500.00
# Addendum(s) Acknowledged					3		3		3		3		3		3		3		3
Alaska Business License					✓		✓		✓		✓		✓		✓		✓		✓

Summary of Proposals Received				Project: 2025 Fire Prevention Systems Inspections															
Bid Opening				Contract No. TBD															
Date: 11/15/2024																			
Bid Item	Description	Quantity	Unit	Alaska Fire Protection, LLC		Chinook Fire Protection, Inc		Convergent Technologies, LLC		Fierce Fire Protection Services, LLC		Johnson Controls Fire Protection LP		North Star Fire Protection, LLC		Northern Support Services, Inc		Taylor Fire Protection Services, LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Alaska Contractor License				✓		✓		✓		✓		✓		✓		✓		✓
	Total Base Bid				\$54,018.50		\$75,650.00		\$122,365.00		\$58,462.00		\$47,594.09		\$40,258.00		\$134,351.00		\$49,935.00
	Local bidder preference 10%																		
	Total Adjusted Bid																		
The bid totals are subject to correction after the bids have been completely reviewed.																			
Totals have been reviewed				x		I hereby certify that the above is a true and correct summary of proposals received.													
Totals have been corrected				x		Project Manager													

Summary of Proposals Received		Project:													
Date: at 2:00 pm		Contract No.:													
Place: Airport Conference Room		Project No.:													
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
	Bidder Qualifications														
	Addendum(s) Acknowledged														
	Bid Bond														
	Alaska Contractor License														
	Alaska Business License														
	Total Base Bid														
	Local bidder preference 10%														
	Total Adjusted Bid														
	The bid totals are subject to correction after the bids have been completely reviewed.														
	Totals have been reviewed			I hereby certify that the above is a true and correct summary of proposals received.											
	Totals have been corrected			_____ Project Manager											

Revision 11/10

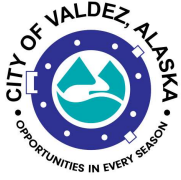
Summary of Proposals Received				Project: 2025 Fire Prevention Systems Inspections															
Bid Opening				Contract No. TBD															
Date:	11/15/2024			Alaska Fire Protection, LLC		Chinook Fire Protection, Inc		Convergint Technologies, LLC		Fierce Fire Protection Services, LLC		Johnson Controls Fire Protection LP		North Star Fire Protection, LLC		Northern Support Services, Inc		Taylor Fire Protection Services, LLC	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
I. Fire Alarm Panel Inspections																			
1	Siemens FHA2056 - Airport	All Req'd	LS		\$645.00		\$1,550.00		\$8,629.00		\$1,450.00		\$1,742.16		\$528.00		\$9,283.00		\$390.00
2	EST FS-302 - Animal Shelter	All Req'd	LS		\$645.00		\$1,550.00		\$1,726.00		\$485.00		\$579.60		\$264.00		\$2,642.00		\$390.00
3	Fire Shield FS-502 - Baler Facility	All Req'd	LS		\$645.00		\$1,550.00		\$1,726.00		\$200.00		\$388.64		\$264.00		\$1,600.00		\$390.00
4	Simplex 4008 - Building Maintenance	All Req'd	LS		\$645.00		\$1,550.00		\$1,726.00		\$532.00		\$711.76		\$264.00		\$2,642.00		\$390.00
5	EST i064 - City Hall	All Req'd	LS		\$645.00		\$1,550.00		\$2,071.00		\$628.00		\$694.96		\$264.00		\$4,617.00		\$390.00
6	Siemens Desigo Modular - Civic Center	All Req'd	LS		\$645.00		\$1,550.00		\$2,416.00		\$628.00		\$1,766.24		\$528.00		\$5,575.00		\$585.00
7	NOTIFIER SFP-SUD - Council Chambers	All Req'd	LS		\$645.00		\$1,550.00		\$1,381.00		\$338.00		\$338.80		\$264.00		\$1,642.00		\$390.00
8	SIEMANS FS-250 - Library	All Req'd	LS		\$645.00		\$1,550.00		\$2,071.00		\$676.00		\$1,237.04		\$264.00		\$5,992.00		\$390.00
9	SIEMANS SF-250 - Museum	All Req'd	LS		\$645.00		\$1,550.00		\$2,071.00		\$580.00		\$822.08		\$264.00		\$5,992.00		\$390.00
10	GAMEWELL - Museum Annex	All Req'd	LS		\$645.00		\$1,550.00		\$1,726.00		\$290.00		\$477.68		\$264.00		\$1,600.00		\$390.00
11	GE FS-1004 - Recreation Center	All Req'd	LS		\$645.00		\$1,550.00		\$1,726.00		\$386.00		\$553.28		\$264.00		\$3,058.00		\$390.00
12	EST i064 - Senior Center	All Req'd	LS		\$645.00		\$1,550.00		\$1,726.00		\$820.00		\$1,297.52		\$264.00		\$6,950.00		\$390.00
13	Kidde Fireworx - Bilge Water Treatment Facility, New Harbor	All Req'd	LS		\$645.00		\$1,550.00		\$690.00		\$200.00		\$178.64		\$380.00		\$742.00		\$390.00
14	EST3 - Herman Hutchens Elementary School	All Req'd	LS		\$645.00		\$1,550.00		\$3,452.00		\$772.00		\$2,164.40		\$264.00		\$6,367.00		\$390.00
15	EST3 - Gilson Middle School	All Req'd	LS		\$645.00		\$1,550.00		\$1,726.00		\$531.00		\$1,402.24		\$264.00		\$6,367.00		\$585.00
16	EST3 - Valdez High School	All Req'd	LS		\$645.00		\$1,550.00		\$2,416.00		\$1,015.00		\$2,652.16		\$800.00		\$7,908.00		\$585.00
17	EST3 - School District Office	All Req'd	LS		\$645.00		\$1,550.00		\$690.00		\$200.00		\$300.16		\$264.00		\$883.00		\$390.00
18	Honeywell ES-200X - School Bus Barn	All Req'd	LS		\$645.00		\$1,550.00		\$690.00		\$290.00		\$483.84		\$264.00		\$1,350.00		\$390.00
19	NOTIFIER - Fire Station #1	All Req'd	LS		\$645.00		\$1,550.00		\$4,142.00		\$1,304.00		\$1,876.00		\$264.00		\$5,783.00		\$390.00
Total Fire Alarm Panel Inspections					\$12,255.00		\$29,450.00		\$42,801.00		\$11,325.00		\$19,667.20		\$6,196.00		\$80,993.00		\$7,995.00
II. Fire Supression System Inspections																			
1	Baler Facility - Annual Inspection	All Req'd	LS		\$345.00		\$360.00		\$450.00		\$308.00		\$388.64		\$380.00		\$483.00		\$390.00
2	City Hall - Annual Inspection	All Req'd	LS		\$345.00		\$360.00		\$450.00		\$308.00		\$189.97		\$380.00		\$483.00		\$390.00
3	Civic Center - Annual Inspection	All Req'd	LS		\$1,380.00		\$1,440.00		\$1,800.00		\$728.00		\$1,857.97		\$380.00		\$1,932.00		\$780.00
4	Library - Normal Annual Inspection	All Req'd	LS		\$345.00		\$360.00		\$450.00		\$308.00		\$189.97		\$380.00		\$483.00		\$390.00
5	New Fire Station - Annual Inspection	All Req'd	LS		\$345.00		\$360.00		\$450.00		\$308.00		\$189.97		\$380.00		\$483.00		\$390.00

Summary of Proposals Received				Project: 2025 Fire Prevention Systems Inspections															
Bid Opening				Contract No. TBD															
Date:	11/15/2024			Alaska Fire Protection, LLC		Chinook Fire Protection, Inc		Convergint Technologies, LLC		Fierce Fire Protection Services, LLC		Johnson Controls Fire Protection LP		North Star Fire Protection, LLC		Northern Support Services, Inc		Taylor Fire Protection Services, LLC	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6	Museum - Annual Inspection	All Req'd	LS		\$345.00		\$360.00		\$450.00		\$308.00		\$189.97		\$380.00		\$483.00		\$390.00
7	Museum Annex - Annual Inspection	All Req'd	LS		\$1,035.00		\$1,440.00		\$1,350.00		\$588.00		\$1,946.00		\$380.00		\$1,449.00		\$780.00
8	Senior Center - Annual Inspection	All Req'd	LS		\$690.00		\$720.00		\$900.00		\$448.00		\$745.97		\$380.00		\$966.00		\$585.00
9	Recreation Center - Annual Inspection	All Req'd	LS		\$690.00		\$720.00		\$900.00		\$448.00		\$745.97		\$380.00		\$966.00		\$585.00
10	HH Elementary School - Annual Inspection	All Req'd	LS		\$345.00		\$360.00		\$450.00		\$308.00		\$189.97		\$380.00		\$483.00		\$585.00
11	GMS Middle School - Annual Inspection	All Req'd	LS		\$1,035.00		\$1,080.00		\$1,350.00		\$588.00		\$478.72		\$380.00		\$1,447.00		\$585.00
12	Valdez High School - Annual Inspection	All Req'd	LS		\$1,035.00		\$1,080.00		\$1,350.00		\$588.00		\$478.72		\$380.00		\$1,447.00		\$585.00
13	Bilge Water Treatment Facility - Annual Inspection	All Req'd	LS		\$345.00		\$360.00		\$450.00		\$308.00		\$189.97		\$380.00		\$483.00		\$390.00
Total Fire Suppression System Inspections					\$8,280.00		\$9,000.00		\$10,800.00		\$5,544.00		\$7,781.81		\$4,940.00		\$11,588.00		\$6,825.00
III. Backflow Preventer Inspections																			
1	Baler Facility	All Req'd	LS		\$220.00		\$300.00		\$375.00		\$276.00		\$278.00		\$150.00		\$402.00		\$300.00
2	Museum	All Req'd	LS		\$220.00		\$300.00		\$375.00		\$276.00		\$278.00		\$150.00		\$402.00		\$300.00
3	Museum Annex	All Req'd	LS		\$110.00		\$150.00		\$187.00		\$138.00		\$139.00		\$75.00		\$201.00		\$150.00
4	Senior Center	All Req'd	LS		\$110.00		\$150.00		\$187.00		\$138.00		\$139.00		\$75.00		\$201.00		\$150.00
5	Valdez High School	All Req'd	LS		\$110.00		\$150.00		\$187.00		\$138.00		\$139.00		\$75.00		\$201.00		\$150.00
6	Gilson Middle School	All Req'd	LS		\$330.00		\$450.00		\$562.00		\$414.00		\$417.00		\$225.00		\$603.00		\$450.00
7	Small Boats Harbor/New Harbor	All Req'd	LS		\$1,320.00		\$1,800.00		\$2,250.00		\$1,656.00		\$861.80		\$900.00		\$2,412.00		\$1,800.00
8	Keisey Dock Facility	All Req'd	LS		\$220.00		\$300.00		\$375.00		\$276.00		\$143.63		\$150.00		\$402.00		\$300.00
9	Valdez Container Terminal	All Req'd	LS		\$550.00		\$750.00		\$937.00		\$690.00		\$359.08		\$375.00		\$1,005.00		\$750.00
10	New Fire Station	All Req'd	LS		\$110.00		\$150.00		\$187.00		\$138.00		\$139.00		\$75.00		\$201.00		\$150.00
Total Backflow Preventer Inspections					\$3,300.00		\$4,500.00		\$5,622.00		\$4,140.00		\$2,893.51		\$2,250.00		\$6,030.00		\$4,500.00
IV. Annual Fire Extinguisher Inspections																			
1	Airport	All Req'd	LS		\$148.50		\$540.00		\$675.00		\$453.60		\$179.55		\$162.00		\$729.00		\$243.00
2	Animal Shelter	All Req'd	LS		\$11.00		\$40.00		\$550.00		\$33.60		\$99.75		\$12.00		\$54.00		\$18.00
3	Animal Shelter - 20 lb Dry Chemical	All Req'd	LS		\$5.50		\$20.00		\$550.00		\$16.80		Included above		\$6.00		\$27.00		\$9.00
4	Baler Facility	All Req'd	LS		\$38.50		\$140.00		\$575.00		\$117.60		\$232.75		\$42.00		\$189.00		\$63.00
5	Building Maintenance Shop	All Req'd	LS		\$44.00		\$160.00		\$580.00		\$134.40		\$277.08		\$48.00		\$216.00		\$72.00

Summary of Proposals Received				Project: 2025 Fire Prevention Systems Inspections															
Bid Opening				Contract No. TBD															
Date: 11/15/2024																			
Bid Item	Description	Quantity	Unit	Alaska Fire Protection, LLC		Chinook Fire Protection, Inc		Convergint Technologies, LLC		Fierce Fire Protection Services, LLC		Johnson Controls Fire Protection LP		North Star Fire Protection, LLC		Northern Support Services, Inc		Taylor Fire Protection Services, LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6	Building Maintenance Shop - 20 lb Dry Chemical ABC	All Req'd	LS		\$5.50		\$20.00		\$580.00		\$16.80		Included above		\$6.00		\$27.00		\$9.00
7	City Hall, Police Department, and City Storage	All Req'd	LS		\$82.50		\$300.00		\$375.00		\$252.00		\$543.08		\$90.00		\$405.00		\$135.00
8	City Hall, Police Department, and City Storage - 20-lb Dry Chemical ABC	All Req'd	LS		\$22.00		\$80.00		\$100.00		\$67.20		Included above		\$24.00		\$108.00		\$36.00
9	Civic Center	All Req'd	LS		\$148.50		\$540.00		\$675.00		\$453.60		\$919.92		\$162.00		\$729.00		\$243.00
10	Civic Center - 20-lb Dry Chemical	All Req'd	LS		\$5.50		\$20.00		\$25.00		\$16.80		Included above		\$6.00		\$27.00		\$9.00
11	Civic Center - 24-lb Wet Chemical	All Req'd	LS		\$5.50		\$20.00		\$25.00		\$16.80		Included above		\$6.00		\$27.00		\$9.00
12	Council Chambers	All Req'd	LS		\$22.00		\$80.00		\$100.00		\$67.20		\$133.00		\$24.00		\$108.00		\$36.00
13	Goldfields Softball Complex	All Req'd	LS		\$11.00		\$40.00		\$50.00		\$33.60		\$99.75		\$12.00		\$54.00		\$18.00
14	Library	All Req'd	LS		\$38.50		\$140.00		\$175.00		\$117.60		\$189.97		\$42.00		\$189.00		\$63.00
15	Library - 20-lb Dry Chemical	All Req'd	LS		\$5.50		\$20.00		\$25.00		\$16.80		\$99.75		\$6.00		\$27.00		\$9.00
16	Museum	All Req'd	LS		\$38.50		\$140.00		\$175.00		\$117.60		\$99.75		\$42.00		\$378.00		\$63.00
17	Museum Annex/Old Shop	All Req'd	LS		\$44.00		\$160.00		\$200.00		\$134.40		\$99.75		\$48.00		\$216.00		\$72.00
18	Senior Center Apartments	All Req'd	LS		\$82.50		\$300.00		\$375.00		\$252.00		\$99.75		\$90.00		\$405.00		\$135.00
19	Senior Center Common Areas	All Req'd	LS		\$71.50		\$260.00		\$325.00		\$218.40		\$86.45		\$78.00		\$351.00		\$119.00
20	Recreation Center	All Req'd	LS		\$33.00		\$120.00		\$150.00		\$100.80		\$99.75		\$36.00		\$162.00		\$54.00
21	Recreation Center - 5-lb Dry Chemical ABC	All Req'd	LS		\$5.50		\$20.00		\$25.00		\$16.80		Included above		\$6.00		\$27.00		\$9.00
22	Herman Hutchens Elem. School	All Req'd	LS		\$77.00		\$280.00		\$350.00		\$235.20		\$99.75		\$84.00		\$378.00		\$126.00
23	Gilson Middle School	All Req'd	LS		\$115.50		\$420.00		\$525.00		\$352.80		\$139.65		\$126.00		\$567.00		\$189.00
24	Valdez High School	All Req'd	LS		\$258.50		\$940.00		\$1,175.00		\$789.60		\$312.55		\$282.00		\$1,269.00		\$423.00
25	School District Office	All Req'd	LS		\$11.00		\$40.00		\$50.00		\$33.60		\$99.75		\$12.00		\$54.00		\$18.00
26	School Bus Barn	All Req'd	LS		\$22.00		\$80.00		\$100.00		\$67.20		\$99.75		\$24.00		\$108.00		\$36.00
27	Sewer Treatment Plant	All Req'd	LS		\$88.00		\$320.00		\$400.00		\$268.80		\$106.40		\$96.00		\$432.00		\$144.00
28	Vehicle Maintenance Facility (City Shop)	All Req'd	LS		\$49.50		\$180.00		\$225.00		\$151.20		\$99.75		\$54.00		\$243.00		\$81.00
29	Valdez Container Terminal	All Req'd	LS		\$66.00		\$240.00		\$300.00		\$201.60		\$99.75		\$72.00		\$324.00		\$108.00
30	Valdez Container Terminal - 8-lb Dry Chemical	All Req'd	LS		\$5.50		\$20.00		\$25.00		\$16.80		\$99.75		\$6.00		\$27.00		\$9.00
31	Small Boat Harbor	All Req'd	LS		\$275.00		\$1,000.00		\$1,250.00		\$840.00		\$434.47		\$300.00		\$1,350.00		\$450.00
32	Small Boat Harbor - 2.5-lb Dry Chemical	All Req'd	LS		\$11.00		\$40.00		\$50.00		\$33.60		Included above		\$12.00		\$54.00		\$18.00

Summary of Proposals Received				Project: 2025 Fire Prevention Systems Inspections															
Bid Opening				Contract No. TBD															
Date:	11/15/2024			Alaska Fire Protection, LLC		Chinook Fire Protection, Inc		Convergent Technologies, LLC		Fierce Fire Protection Services, LLC		Johnson Controls Fire Protection LP		North Star Fire Protection, LLC		Northern Support Services, Inc		Taylor Fire Protection Services, LLC	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
33	Small Boat Harbor - 20-lb Dry Chemical	All Req'd	LS		\$44.00		\$160.00		\$200.00		\$134.40		Included above		\$48.00		\$216.00		\$72.00
34	South Boat Harbor	All Req'd	LS		\$44.00		\$160.00		\$200.00		\$134.40		\$352.45		\$48.00		\$216.00		\$72.00
35	South Boat Harbor - 20-lb Dry Chemical	All Req'd	LS		\$148.50		\$540.00		\$925.00		\$453.60		Included above		\$162.00		\$729.00		\$243.00
36	Kelsey Municipal Dock	All Req'd	LS		\$38.50		\$140.00		\$175.00		\$117.60		\$99.75		\$42.00		\$189.00		\$63.00
37	Kelsey Municipal Dock - 20-lb Dry Chemical	All Req'd	LS		\$11.00		\$40.00		\$50.00		\$33.60		Included above		\$12.00		\$54.00		\$18.00
38	Fire Stations	All Req'd	LS		\$49.50		\$180.00		\$225.00		\$151.20		\$99.75		\$54.00		\$243.00		\$81.00
Total Annual Fire Extinguisher Inspections					\$2,183.50		\$7,940.00		\$12,635.00		\$6,669.60		\$5,403.57		\$2,382.00		\$10,908.00		\$3,575.00
V. Annual Hood Inspections																			
1	Civic Center - Kitchen Hood & Duct Cleaning	All Req'd	LS		\$1,100.00		\$1,430.00		\$2,469.00		\$862.00		\$324.00		\$750.00		\$1,220.00		\$1,800.00
2	Civic Center - ANSIL Fire Suppression system Inspection	All Req'd	LS		\$300.00		\$475.00		\$594.00		\$420.00		\$324.00		\$225.00		\$637.00		\$900.00
3	Senior Center - Kitchen Hood & Duct Cleaning	All Req'd	LS		\$1,100.00		\$1,430.00		\$2,469.00		\$862.00		\$324.00		\$750.00		\$1,220.00		\$1,800.00
4	Senior Center - ANSIL Fire Suppression system Inspection	All Req'd	LS		\$300.00		\$475.00		\$594.00		\$420.00		\$324.00		\$225.00		\$637.00		\$900.00
5	Elementary School - Kitchen Hood & Duct Cleaning	All Req'd	LS		\$1,100.00		\$1,430.00		\$2,469.00		\$862.00		\$324.00		\$750.00		\$1,220.00		\$1,800.00
6	Elementary School - ANSIL Fire Suppression system Inspection	All Req'd	LS		\$300.00		\$475.00		\$594.00		\$420.00		\$324.00		\$225.00		\$637.00		\$900.00
7	Gilson Middle School - Kitchen Hood & Duct Cleaning	All Req'd	LS		\$1,100.00		\$1,430.00		\$2,469.00		\$862.00		\$324.00		\$750.00		\$1,220.00		\$1,800.00
8	Gilson Middle School - ANSIL Fire Suppression system Inspection	All Req'd	LS		\$300.00		\$475.00		\$594.00		\$420.00		\$324.00		\$225.00		\$637.00		\$900.00
9	Valdez High School - Kitchen Hood & Duct Cleaning	All Req'd	LS		\$1,100.00		\$1,430.00		\$2,469.00		\$862.00		\$324.00		\$750.00		\$1,220.00		\$1,800.00
10	Valdez High School - ANSIL Fire Suppression system Inspection	All Req'd	LS		\$300.00		\$475.00		\$594.00		\$420.00		\$324.00		\$225.00		\$637.00		\$900.00
11	Fire Station #1 - Kitchen Hood & Duct Cleaning	All Req'd	LS		\$1,100.00		\$1,430.00		\$2,469.00		\$862.00		\$324.00		\$750.00		\$1,220.00		\$1,800.00
12	Fire Station #1 - ANSIL Fire Suppression System Inspection	All Req'd	LS		\$300.00		\$475.00		\$594.00		\$420.00		\$324.00		\$225.00		\$637.00		\$900.00
13	Gilson Middle School Generator Shed Special Hazard StatX 1500E	All Req'd	LS		\$300.00		\$475.00		\$594.00		\$388.00		\$486.00		\$280.00		\$637.00		\$1,170.00
14	HH Elementary School Generator Shed Special Hazard StatX 1500E	All Req'd	LS		\$300.00		\$475.00		\$594.00		\$388.00		\$486.00		\$280.00		\$637.00		\$1,170.00
Hood Inspections					\$9,000.00		\$12,380.00		\$19,566.00		\$8,468.00		\$4,860.00		\$6,410.00		\$12,416.00		
Total BI-Annual Hood Inspections					\$18,000.00		\$24,760.00		\$39,132.00		\$16,936.00		\$9,720.00		\$12,820.00		\$24,832.00		\$18,540.00
VI. Mobilization/Demobilization																			
1	Mobilization/Demobilization	All Req'd	LS		\$10,000.00		Included		\$11,475.00		\$13,847.40		\$2,128.00		\$11,670.00		\$0.00		\$8,500.00
Total Mobilization/Demobilization					\$10,000.00		\$0.00		\$11,475.00		\$13,847.40		\$2,128.00		\$11,670.00		\$0.00		\$8,500.00
# Addendum(s) Acknowledged					3		3		3		3		3		3		3		3
Alaska Business License					✓		✓		✓		✓		✓		✓		✓		✓

Summary of Proposals Received				Project: 2025 Fire Prevention Systems Inspections															
Bid Opening				Contract No. TBD															
Date: 11/15/2024																			
Bid Item	Description	Quantity	Unit	Alaska Fire Protection, LLC		Chinook Fire Protection, Inc		Convergint Technologies, LLC		Fierce Fire Protection Services, LLC		Johnson Controls Fire Protection LP		North Star Fire Protection, LLC		Northern Support Services, Inc		Taylor Fire Protection Services, LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Alaska Contractor License				✓		✓		✓		✓				✓		✓		✓
	Total Base Bid				\$54,018.50		\$75,650.00		\$122,365.00		\$58,462.00		\$47,594.09		\$40,258.00		\$134,351.00		\$49,935.00
	Local bidder preference 10%																		
	Total Adjusted Bid																		
The bid totals are subject to correction after the bids have been completely reviewed.																			
Totals have been reviewed				x I hereby certify that the above is a true and correct summary of proposals received.															
Totals have been corrected				x Project Manager															



Legislation Text

File #: 25-0030, **Version:** 1

ITEM TITLE:

Approval of City Manager Employment Agreement Amendment #1

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

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

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

The City Manager's employment agreement is amended to reflect a 5% increase in salary based on his performance evaluation conducted by the city council on January 7, 2025.

AMENDMENT #1

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT (Amendment #1), is made and entered into as of this _____ day of _____, 2025, by and between the City of Valdez, Alaska, a municipal corporation, as the Employer, hereinafter called the "City," and John Parsons Douglas, hereinafter called "Employee."

WHEREAS, Employer employed Employee as City Manager as written in City Manager Employment Agreement dated October 3, 2023.

SECTION 1. Section 3. of the employment agreement is hereby amended to read as follows:

Section 3. Salary/Leave/Vehicle Allowance

A. Employee's salary shall be ~~One Hundred Sixty Thousand (\$160,000)~~ **\$175,988.21** per year, subject to annual review and adjustments set by the City Council. Employee's salary will be adjusted annually hereinafter by the same amount or percentage for cost of living or other adjustments as authorized for all other management employees of the City.

SECTION 2. All other terms and conditions as written in the original employment agreement remain in effect.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

DATE: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

DATE: _____

EMPLOYEE

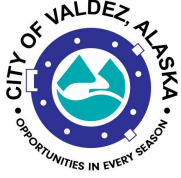
John Parsons Douglas, City Manager

DATE: _____

Approved as to form:

Jake Staser, City Attorney

DATE: _____



Legislation Text

File #: 25-0021, **Version:** 1

ITEM TITLE:

Approval To Go Into Executive Session Re: City Clerk Annual Evaluation

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

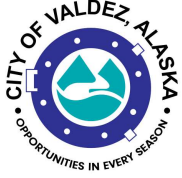
RECOMMENDATION:

n/a

SUMMARY STATEMENT:

Alaska Statute provides an exception to the Alaska Open Meetings Act (AS 44.62.310) under AS 44.62.310(c)(2) "subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion" which allows the City Council to meet in executive session to conduct evaluations of contractual employees.

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



Legislation Text

File #: 25-0031, **Version:** 1

ITEM TITLE:

Approval of Settlement Agreement with Alderwood, LLC.

SUBMITTED BY: Jake Staser, City Attorney

FISCAL NOTES:

Expenditure Required: NA

Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Pursuant to the direction of the City Council, the City Attorney has negotiated a settlement with Alderwood. The settlement requires the City to provide a \$30,389.58 credit for future water and sewer bills, which is the difference between the amount properly billed under code and the amount actually billed to Alderwood between 6/30/2020 and present. The Settlement will result in dismissal with prejudice of 3VA-22-00059CI. Going forward, the City will bill Alderwood for water and sewer on a metered basis and provide monthly bills indicating the amount owing per month, the amount of credit applied, and the amount of credit remaining. The parties will bear their own fees and costs.

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (the "Release") is made and entered into as to the later date of execution by all parties and approval from the Valdez City Council (the "Effective Date") by and between Alderwood, LLC ("Alderwood") and the City of Valdez ("Valdez"). Alderwood and Valdez are each a "Party" and collectively the "Parties."

RECITALS

WHEREAS Alderwood filed claims against Valdez in a complaint ("Complaint") filed in the Superior Court, State of Alaska, Third Judicial District, at Valdez in *Alderwood v. City of Valdez*, Case No. 3VA-22-00059CI (the "Litigation") related to utility fees charged by Valdez for utility services at the Alderwood Mobile Home Park (the "Park").

WHEREAS the Parties desire this Release to provide, among other things, for certain payments in full settlement and discharge of all claims of the Litigation by Alderwood against Valdez for damages arising out of the conduct alleged in the Complaint and otherwise related to Alderwood's water system.

WHEREAS Alderwood asserted claims against Valdez. Valdez denied, and continues to deny, any liability for said claims. The Parties desire to fully and finally resolve their differences outside of litigation.

NOW, THEREFORE, in consideration of the facts and general releases and promises contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is acknowledged by each Party hereto, the Parties promise, acknowledge, and agree:

OPERATIVE PROVISIONS

- Settlement Price.** Valdez will pay a settlement of Thirty Thousand Three Hundred and Eight-nine Dollars and Fifty-Eight Cents (\$30,389.58) to Alderwood in the form of a credit on water and sewer utility bills (the "Payment").
- Water Contract Deadline.** Alderwood already executed a Water/Sewer Contract.
- Measurement of Bill.** Moving forward, Alderwood will be billed for the metered rate for water and sewer service. The City will provide Alderwood a monthly bill, stating: the amount of water used, the amount of credit (Payment) used, and the

remaining credit (Payment) balance.

4. **Dismissal of Suit.** Alderwood and Valdez shall file a stipulation of dismissal with prejudice of all claims actually asserted, or could have been asserted, in Case No. 3VA-22-00059CI within ten (10) business days of the later of the: (a) execution of this Release; and (b) approval of this Release by the Valdez City Council.
5. **Cost and Fees of the Litigation.** The Parties will bear their own costs and attorneys' fees arising out of the Litigation and the settlement thereof.
6. **Unknown Damages.** Alderwood fully understands that it may have suffered damages that are unknown at this time or may be discovered in the future. The consideration received under this Release forever discharges Valdez from any claims for or consequences arising from such damages. Alderwood waives any right to assert in the future any claims not now known or suspected arising out of the Litigation. Alderwood understands that, if any facts concerning the Litigation should be found hereafter to be different from the facts it now believes to be true, it expressly accepts and assumes the risk of such possible difference in facts and that this Release will remain in full force and effect regardless of any such difference in facts.
7. **Due Diligence and Free Will.** The Parties have had full and ample opportunity to review all of the facts, circumstances, and laws relevant to its position and claims; that each has had ample opportunity to consult freely and fully with its attorneys and has done so; and that it executes this Release without duress or coercion by any party and/or person; and that it executes this Release knowingly and intelligently with full understanding of its rights.
8. **Releases.** The Parties hereby release the other Party, its employees, attorneys, officers, managers (both past and present), agents, insurers, and assigns that have liability related to the Litigation, from any and all claims, controversies, demands, causes of action, lawsuits in law or equity, regulatory proceedings, covenants, judgments, damages, or promises of whatever kind or nature, whether known or unknown, foreseeable or unforeseeable, material or immaterial, direct or indirect, contingent or potential, and/or whether arising in tort or contract, by statute, regulation, municipal ordinance, personnel regulation, or otherwise, at common law or otherwise, which one Party now owns or holds and has at any time previously owned or held against the other involving or relating to any claims it has raised, or could raise, in the Litigation. The Parties shall not to file any further lawsuit, grievance proceeding, arbitration, regulatory proceeding, complaint, claim, other proceeding, or otherwise

to make any demand of the Parties, involving or relating to any claims released herein, and/or regarding any of the matters referenced above. Alderwood expressly releases, any and all claims which it possesses and has right to release, against the City associated with permitting issues for the new water system (including any alleged delay in the issuance of any permit, installation of the new water system at Alderwood, and any connections to the new water system. The City represents and warrants all work performed on the Water System completed by the City, including but not limited to, the connection of mobile homes to the Water System, complies with all applicable code requirements.

9. **Release Not Affecting Enforcement.** Such Release shall not affect a Party's right to enforce an obligation set forth in the Release.

10. **Case Law.** The Parties enter this Release with full knowledge and understanding of the decisions of the Alaska Supreme Court in *Young v. State*, 455 P.2d 889 (Alaska 1969); *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978); *Totem Marine Tug & Barge, Inc. v. Alyeska Pipeline Service Co.*, 584 P.2d 15 (Alaska 1978); and *Alaska Airlines v. Sweat*, 568 P.2d 916 (Alaska 1977), and the Parties have had the benefit of (or ability to consult) advice of an attorney regarding the meaning and import of these decisions. And that it is their true intent and desire to fully release any and all government entities, individuals, persons, businesses, partnerships, joint ventures, firms, limited liability companies, or corporations who at any future date could have been possible defendants in the Litigation relating to the claims it has brought or could have raised in the Litigation, whether or not they are specifically named in this Release. The Parties intend for this Release to effectuate a complete and total resolution of any and all claims that related to the Litigation. The Parties intend, and it is a purpose of this Release, to discharge the liability of the Parties from any and all claims related to the Litigation.

11. **Membership of Alderwood.** Ownership of Alderwood expressly represent and warrant:

11.1. They have read this Release in full and execute this Release voluntarily. They are of sound mind and body and are suffering from no known mental incapacity or defect at this time;

11.2. They have conferred with the legal counsel of their choice, and have inquired of and discussed this Release with such legal counsel;

11.3. They have not assigned or otherwise alienated any of Alderwood's claims

and/or demands as covered by this Release, and no other person or entity has any interest in the ownership of any of the claims covered by this Release.

12. **Non-Admission of Liability.** The Release and the settlement that it relates to is a compromise of actual and potential disputes arising out of, relating to, or involving the claims that could have been brought in the Litigation, and the actions to be taken as described in this Release shall not be construed as an admission of liability on the part of any Party.
13. **Attorneys' Fees.** In the event of any breach, claim, or dispute among any of the Parties affecting or relating to the subject matter or performance of this Release, the prevailing Party will be entitled to recover from the non-prevailing Party its full reasonable and actual attorneys' and other fees and costs, including, without limitation, attorneys' and expert witness fees, regardless of whether any formal lawsuit or similar proceeding is filed.
14. **Time is of the Essence.** With regard to all dates and time periods set forth or referred to in this Release, time is of the essence.
15. **Authorization to Dismiss Litigation.** The Parties' counsel of record in the Litigation are duly authorized to execute the documents necessary to dismiss the Litigation with prejudice.
16. **Binding Effect.** This Release shall be binding upon the Parties and any successors or assigns of the Parties.
17. **Severability.** The provisions of this Release are severable, and if any provision is found to be unlawful or unenforceable, it shall be deemed narrowed to the extent required to make it lawful and enforceable. If such modification is not possible, such provision shall be severed from the Release and the remaining provisions shall remain fully valid and enforceable to the maximum extents consistent with applicable law.
18. **Counterparts.** This Release may be executed by the Parties in any number of counterparts, and signature transmitted electronically, whether by facsimile, PDF, or other similar means, shall be deemed an original. All counterpart signatures, once compiled with this Release, shall be deemed to be one and the same instrument.
19. **Exchange of Counterparts.** Upon approval of this Release from the Valdez City Council, and the execution of this Release by the Parties, the executing Parties shall

provide the other Party an executed copy of their signed version.

20. **Miscellaneous**. Within this Release, words referring to any gender will be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.
21. **Headings and Captions**. The headings and captions inserted into this Release are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Release, or any provision hereof, or in any way affect the interpretation of this Release.
22. **Integration Clause**. This Release contains the entire agreement between and among the Parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements, between or among them, whether oral or written, expressed or implied, relating to the subject matter of this Release. This Release may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect nor constitute an amendment of this Release. This Release may be amended only by an agreement in writing signed by the Parties.
23. **Governing Law**. This Release shall be governed by the laws of the State of Alaska and any question arising hereunder shall be construed or determined according to such law. Each Party hereto hereby irrevocably submits to the jurisdiction of any state or federal court sitting in Anchorage, Alaska in any action or proceeding arising out of or relating to this Release and hereby irrevocably agrees that all claims in respect of such action or proceeding will be heard and determined in a state court sitting in Anchorage, Alaska. Further, the Parties will attempt to mediate any disputes prior to initiating a lawsuit.
24. **Remedies**. Remedies for any future breach of this Release shall include the right to specific performance, injunctive relief, actual damages, and full attorneys' fees and costs, in addition to all other remedies available at law or in equity.
25. **Release Limitations**. This Release does not release claims arising out of the failure of either Party to perform their obligations under this Release or any ancillary agreements being executed to implement this Release.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURES ON FOLLOWING PAGE]**

ALDERWOOD, LLC – ROGER KIPAR

DATED this ____ day of _____, 2025.

Roger Kipar, as Owner, on behalf of
Alderwood, LLC

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared ROGER KIPAR, individually, known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

(SEAL)

Notary Public in and for Alaska
My Commission Expires: _____

ALDERWOOD, LLC – KIMBERLY O'DELL

DATED this ____ day of _____, 2025.

Kimberly O'Dell, as Owner, on behalf of
Alderwood, LLC

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared KIMBERLY O'DELL, individually, known to me to be the person named in and who executed the within and foregoing instrument, and she acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

(SEAL)

Notary Public in and for Alaska
My Commission Expires: _____

CITY OF VALDEZ

The City of Valdez, subject to the approval of the Valdez City Council, by and through its authorized representative, Dennis Fleming, Mayor of Valdez, and hereby confirms the terms of settlement set forth in the Settlement Agreement and Release of All Claims signed by Alderwood on the ____ day of _____, 2025.

CITY OF VALDEZ

By: _____
Dennis Fleming, Mayor

ATTEST:

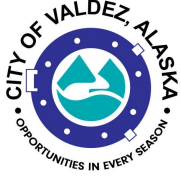
Sheri L. Pierce, MMC, City Clerk

Date: _____

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

Jake W. Staser

Date: _____



Legislation Text

File #: 25-0032, **Version:** 1

ITEM TITLE:

Approval of Childcare Operating Grant Program in the amount of \$200,000

SUBMITTED BY: Martha Barberio, Economic Development Director

FISCAL NOTES:

Expenditure Required: \$200,000.00

Unencumbered Balance: \$351,359.00

Funding Source: Thread Childcare Grant, 350-3340-49510

RECOMMENDATION:

Approve Childcare Operating Grant Program in the amount of \$200,000.

SUMMARY STATEMENT:

A portion of the thread Community INNOVATION Grant funds received by the City of Valdez was requested specifically as seed funding for stabilization and quality improvement initiatives. The City Council tasked the Economic Diversification Commission with designing programs to distribute this portion of the funding. The \$500,000 allocated to this purpose is divided as follows:

- \$100,000 is being held aside to augment training opportunities in early childhood education and support child development education efforts at PWSC
- \$200,000 has been allocated to the already approved Startup Grant Program
- \$200,000 is proposed to be allocated to this Operating Grant Program

The proposed operating grant will allow licensed childcare providers to qualify for a monthly stipend based on the number of children served and the staffing requirements of the provider. The aim of this funding is to financially support quality care for children and adequate compensation for staff.

Approval of this grant will ensure that local childcare services remain viable and supported, meeting the needs of Valdez families while contributing to the broader goals of economic diversification and community well-being.

The Economic Diversification Commission voted at their regular January 15, 2025 meeting to recommend approval of the attached Childcare Operating Grant Program. If approved, the program will run until December 31, 2025.

2025 Childcare Operating Stipends

The City of Valdez (COV) Childcare Operating Stipend is supplemental funding support for licensed childcare programs located in the COV. Funding is based on the number of children served at each qualifying childcare program. Monthly stipends will be paid to programs by the COV based on reported information.

The COV will determine eligibility on a month-to-month basis. To qualify for these operating stipends, childcare businesses must:

- Be fully open and operational during the months funds are being requested;
- Be licensed by the state of Alaska to provide child care;
- Be eligible for state of Alaska, military, or tribal child care assistance payments;
- Provide care for children in the age range of 6 weeks to 5 years;
- Actively work to achieve Level 1 in the State of Alaska Learn and Grow program;
- Receive no more than 30% of its operating revenue from other federal, state, or city funding, excluding child care assistance payments and this stipend program;
- Submit child enrollment, employee information, and other operational data as requested to the COV using agency-prescribed forms when requested.

Monthly Subsidy Amounts		
Full-time Infant/Toddler <i>(0-35months)</i>	Full-time Preschool <i>(35months to K)</i>	Full-time Employee
\$400	\$400	\$300

All information provided by the childcare program will remain confidential and may be used as aggregate in data collection and determining trends among child care programs in the COV.

Program Name: _____ Month of Care Provided: _____

Program Phone Number: _____ Program Administrator: _____

Statement of Truth: *By signing below, I certify that the information provided on this form for the period indicated is true and accurate. Falsification of any information on this form can result in a repayment of funds, and the inability to receive future grants, reimbursements, or incentives.*

Printed Name of Applicant: _____

Signature of Applicant: _____ Date: _____



COV Child Care Stipend: Child Enrollment Log

Program Name: _____ Month of Care Provided: _____

Total Licensed Capacity: _____ Infant/Toddler Capacity: _____ Preschool Capacity: _____

	Enrolled Child Name <i>(Last, First)</i>	Child Age at Time of Completion CHECK ONE BOX		Enrollment Type <i>(FT/PT)</i>	Assistance Type <i>(State, OCS, Tribal, N/A)</i>
		<i>Infant/Toddler (0-35 months)</i>	<i>Preschool (36 months to K)</i>		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					



COV Child Care Stipend: Employee Log

Program Name: _____ Month of Care Provided: _____

	Staff Name <i>(Last, First)</i>	Work Schedule CHECK ONE BOX <i>*FT is 30+hrs/wk</i>		Employment Start Date	Employment End Date <i>If Applicable</i>
		<i>FT</i>	<i>PT</i>		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					



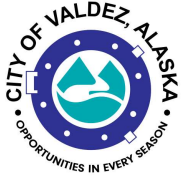
COV Child Care Stipend: Internal Use Only

Program Name: _____ Month of Care Provided: _____

		Stipend Amount Per Unit	Total Award Per Unit
Total # FTE Infant and Toddler		\$400	
Total # FTE Preschool		\$400	
Total # FTE Employee		\$300	
		Total Monthly Award:	

Reviewer Signature and Date:





Legislation Text

File #: 25-0033, **Version:** 1

ITEM TITLE:

Approval of Professional Services Agreement with Alaska Assessment Assistance in an Amount Not to Exceed \$100,000

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: \$100,000 (Not to Exceed)
Unencumbered Balance: \$15,759,717
Funding Source: 350.0650.55000, Repayment Reserve

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

This agreement for professional services reflects assessing services pursuant to Ordinance 24-16 related to local taxation of oil and gas exploration, production, and pipeline transportation property deemed not taxable under AS 43.56.



City of Valdez
Agreement for Professional Services

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, and Alaska Assessment Assistance (“Consultant”) is effective on the ____ day of _____, 2025.

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

Project: VMC 3.30 Assessment
Contract No.:2314
Cost Code: 001.5200.43400

Consultant’s project manager under this agreement is Don “Marty” McGee

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

City’s project manager is Jordan Nelson, Finance Director.

ARTICLE 1. Scope of Work

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

ARTICLE 2. Compensation

2.1 Compensation shall be paid following the Basis of Compensation Schedule attached as Appendix B and incorporated herein by reference.

ARTICLE 3. Period of Performance

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

3.2 The period of performance under this agreement shall end, and Consultant shall have completed all work under this agreement within 360 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.



ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for performing all services required under this agreement.

ARTICLE 5. Insurance

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

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

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

ARTICLE 6. Appendices

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

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

Agreement for Professional Services
Project: VMC 3.30 Assessment
Consultation Services
Contract No. 2314
Cost Code: 001.5200.43400



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

**CONSULTANT
ALASKA ASSESSMENT ASSISTANCE**

Authorized Signature

Printed name

Date: _____

Title: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Dennis Fleming, Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

Jordan Nelson, Finance Director

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jake W. Staser

Date: _____



Appendix A Scope of Work

BASIC SERVICES

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

Professional Assessment and Appraisal Services related to Valdez Municipal Code (“VMC”) Chapter 3.30 entitled “Oil and Gas Exploration, Production, Pipeline Transportation, and Spill Prevention and Response Property Tax” including but not limited to the following:

- 1) The Consultant shall acquaint themselves with Chapter 3.30 of the Valdez Municipal Code, which deals with taxation procedures. The Code section will be made part of this contract.
- 2) The Consultant may employ staff to assist with completion of this Scope of Work.
- 3) The Consultant shall prepare forms for purposes of obtaining returns and information required to complete assessments under VMC Chapter 3.30.
- 4) The Consultant shall establish the full and true value of all property taxable under VMC 3.30 located within the City to be assessed in the name of the person by whom it is owned on the first day of January of the tax year, according to Alaska Statutes 29.45.110 and Chapter 3.30.
- 5) The Consultant shall assess property based upon a cost approach with a use premise of value and an economic life based upon the life of proven reserves.
- 6) The Consultant shall advise the City to ensure compliance with statutes and the VMC .
- 7) The Consultant shall work closely with City staff throughout the tax year to assist with correcting problems that may arise out of the assessment process.
- 8) The Consultant shall communicate openly and in a timely fashion with the proper City personnel and the public in the handling of all appeals to ensure the Board of Equalization has all available information to render its decisions.
- 9) The Consultant shall justify appraisals and represent the City at all meetings of the Board of Equalization.

Work related to appeals from assessments under VMC 3.30 except for appeals to the Board of Equalization is excluded from this Scope of Work.

Agreement for Professional Services
Project: VMC 3.30 Assessment
Consultation Services
Contract No. 2314
Cost Code: 001.5200.43400



Appendix B

Basis of Compensation

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

- 1) \$250.00 an hour for services rendered.
- 2) Direct expenses such as travel, telephone, and postage are charged at actual cost.

Payment shall be made based on the proposed fee and shall not exceed \$100,000 per the proposal attached to Appendix A of this Agreement without prior authorization by the City as required in Section V of the General Conditions (Appendix C).



Appendix C General Conditions

I. Definitions:

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

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

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

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

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

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

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

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

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

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



II. Information and Services from Others:

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

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

III. Indemnification

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

IV. Insurance:

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



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

V. Payments:

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

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

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

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

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

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



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

VI. Changes:

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

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

VII. Audits and Records:

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

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

VIII. Inspections:

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

IX. Termination or Suspension:

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



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

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

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

X. Officials Not to Benefit:

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

XI. Independent Consultant:

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

XII. Ownership of Work Products:

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



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

XIII. Subconsultants, Successors and Assigns:

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

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

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

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

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

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

XIV. Claims and Disputes:

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

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



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

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

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



XV. Extent of Agreement:

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

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

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

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

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

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

XVI. Governing Laws:

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

XVII. Minimum Wages:

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



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

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

**Project: Strategic Communications Planning Consultation Services
Contract Number: SA - 2077**

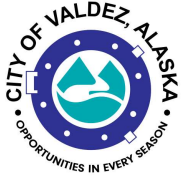
The undersigned at this moment acknowledges receipt of the amount of \$_____ as full and final payment in consideration for all services, materials, and labors rendered in connection with the Contract.

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

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

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

At this moment, the undersigned declares that the terms of this Release have been completely read and are fully understood, and said terms are voluntarily accepted to make a full and final release of any payment claims, disputed or otherwise, arising under or by the Contract. The undersigned represents and warrants that it has the complete legal authority to enter into this Release, that the individuals executing this Release have the legal authority to do so, and that this Release shall be binding and enforceable upon it and its representatives, successors, and assigns, by its terms upon execution. The undersigned’s signature acknowledges that the person signing has the authority to bind the party to this Release.



Legislation Text

File #: 25-0034, **Version:** 1

ITEM TITLE:

Purchase Approval: US&R Rescue Strut System from L.N. Curtis and Sons in the Amount of \$173,207.30

SUBMITTED BY: Tracy Raynor, Fire Chief

FISCAL NOTES:

Expenditure Required: Total \$ 173,207.30
Unencumbered Balance: \$ 1,402,180.78
Funding Source: 350-0400-58000, Major Equipment Reserve

RECOMMENDATION:

Approve the purchase of a US&R Rescue Strut System from L.N Curtis and Sons, including delivery to Valdez, in the amount of \$173,207.30

SUMMARY STATEMENT:

This US&R Rescue Strut System is a 2025 Major Equipment Reserve budgeted item.

The purchase price of this strut system is based on the unit being purchased through LNC Sourcewell Contract #020124.

With Valdez's susceptibility to natural disasters and the potential delay in federal assistance, fire department personnel must be thoroughly trained to quickly set up and operate rescue strut systems. This capability empowers local responders to act decisively and save lives in the immediate aftermath of an incident, reducing reliance on delayed external resources.

Rescue strut systems are essential tools for stabilizing unstable vehicles, structures, or debris in emergency scenarios like auto extrications or building collapses. These systems provide a secure base to support heavy loads, prevent further collapse, and create safe conditions for rescuers and victims. Following NFPA (National Fire Protection Association) standards and FEMA's Urban Search and Rescue (USAR) protocols, fire departments ensure these systems meet the highest safety standards and are effective under various emergency conditions.

Rescue Strut Systems for Auto Extrication & Building Collapse: Overview for the City of Valdez

Rescue strut systems are essential tools for stabilizing unstable vehicles, structures, or debris in emergency scenarios like auto extrications or building collapses. These systems provide a secure base to support heavy loads, prevent further collapse, and create safe conditions for rescuers and victims. Following NFPA (National Fire Protection Association) standards and FEMA's Urban Search and Rescue (USAR) protocols, fire departments ensure these systems meet the highest safety standards and are effective under various emergency conditions.

Key Components and Usage:

1. **Auto Extrication:** During auto accidents, struts stabilize vehicles involved, especially those that are overturned or at risk of shifting. They help create a secure environment for rescuers to work safely and extricate trapped victims without the risk of further vehicle movement.
2. **Building Collapse:** In structural collapses, struts stabilize walls, floors, or debris piles. According to FEMA USAR standards, these are vital for accessing survivors in compromised buildings, especially in earthquake or avalanche-prone areas like Valdez.

NFPA & FEMA Standards:

NFPA 1670 & NFPA 1006: These NFPA standards outline training and operational protocols for technical rescue, including vehicle extrication and structural collapse. They ensure personnel are qualified to handle high-risk situations.

FEMA USAR Equipment Standards: Ensure that strut systems are robust, durable, and adaptable to varied collapse scenarios, meeting standards for rapid deployment and safe load-bearing capacities.

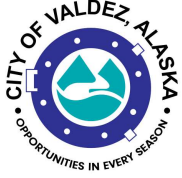
Application in the City of Valdez:

Given Valdez's history of earthquakes, avalanches, and other natural disasters, having rescue strut systems and trained personnel is essential. In a region prone to severe natural events, these tools are part of essential preparedness for mitigating disaster impacts and ensuring quick, safe rescues. Implementing NFPA and FEMA guidelines strengthens the Valdez Fire Department's readiness and resilience against possible future events, safeguarding both rescuers and residents.

A rescue strut system is a critical tool for fire department members, specifically in scenarios involving vehicle extrication, building collapse, or structural instability. Rescue struts are designed to stabilize vehicles, debris, or structures, preventing further collapse and ensuring safety for rescuers and trapped individuals. Fire departments utilizing these systems follow guidelines outlined in NFPA standards and FEMA Urban Search and Rescue (USAR) protocols, which provide best practices for safely shoring and stabilizing structures during emergencies.

In a city like Valdez—known for its history of earthquakes, avalanches, and other natural disasters—rapid deployment of rescue struts is essential. Valdez's remote location can significantly delay the arrival of FEMA USAR teams, potentially leaving the community without federal support for days. Therefore, the fire department must be prepared to perform immediate extrication and stabilization, particularly as structures in earthquake-prone areas may suffer from repeated stresses and weakening.

With Valdez's susceptibility to natural disasters and the potential delay in federal assistance, fire department personnel must be thoroughly trained to quickly set up and operate rescue strut systems. This capability empowers local responders to act decisively and save lives in the immediate aftermath of an incident, reducing reliance on delayed external resources.



Legislation Text

File #: ORD 25-0001, **Version:** 1

ITEM TITLE:

#25-01 - Amending Section 3.12.030 of the Valdez Municipal Code Titled Property Exempt for Taxation. First Reading. Public Hearing.

SUBMITTED BY: Sheri Pierce, City Clerk, MMC/ Jake Staser, City Attorney

FISCAL NOTES:

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

RECOMMENDATION:

First Reading for Public Hearing.

SUMMARY STATEMENT:

This ordinance clarifies language related to levy of personal property taxes by the City of Valdez.

CITY OF VALDEZ, ALASKA

ORDINANCE # 25-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, AMENDING SECTION 3.12.030 OF THE VALDEZ MUNICIPAL
CODE TITLED PROPERTY EXEMPT FROM TAXATION

WHEREAS, the City Council desires to clarify the scope of personal property exempt from taxation under the Valdez Municipal Code.

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

Section 1. Section 3.12.030 of the Valdez Municipal Code is hereby amended as follows:

3.12.030 Property exempt from taxation.

A. The following property is exempt from general taxation:

1. Property exempted by state or federal law including all properties listed in AS 29.45.030;

2. All ~~other~~ personal property not subject to taxation under this title or another provision of the Valdez Municipal Code ~~subject to taxation under subsection (A)(1) of this section;~~

3. The real property owned and occupied as the primary residence and permanent place of abode by a: (i) resident sixty-five years of age or older; (ii) disabled veteran; or (iii) resident at least sixty years old who is the widow or widower of a person who qualified for an exemption under subsection (A)(3)(i) or (ii) of this section, is exempt from taxation on the first one hundred fifty thousand dollars of the assessed value of the real property. The city may, in the case of hardship, provide for exemption beyond the first one hundred fifty thousand dollars of assessed value in accordance with 3 AAC 135.040(c), as hereafter amended. Only one exemption may be granted for the same property and, if two or more persons are eligible for an exemption for the same property, the parties shall decide between or among themselves who is to receive the benefit of the exemption. Real property may not be exempted under this subsection if the assessor determines, after

notice and hearing to the parties, that the property was conveyed to the applicant primarily for the purpose of obtaining the exemption. The determination of the assessor may be appealed as set forth in Section 3.12.110.

a. An exemption may not be granted under subsection (A)(3) of this section except upon written application for the exemption on a form approved by the State Assessor for use by local assessors. The claimant must file a separate application for each assessment year in which the exemption is sought. The claimant must file the application no later than January 15th of the assessment year for which the exemption is sought. If an application is filed within the required time and is approved by the assessor, the assessor shall allow an exemption in accordance with the provisions of this section. The city council for good cause shown may waive during a year the claimant's failure to make timely application for exemption for the current year and authorize the assessor to accept the application as if timely filed. If a failure to file by January 15th of the assessment year has been waived as provided in this subsection and the application for exemption is approved, the amount of tax that the claimant has already paid for the assessment year for the property exempted shall be refunded to the claimant. The assessor shall require proof in the form the assessor considers necessary of the right and amount of an exemption claimed under subsection (A)(3) of this section. The assessor may require proof under this section at any time.

4. Property that qualifies for a low-income housing credit under 26 U.S.C. 42 shall be assessed on the basis of actual income derived from the property without adjustment based on the amount of any federal income tax credit given for the property. (Ord. 23-01 § 1)

Section 3. This ordinance shall become effective immediately upon adoption by the Valdez City Council.

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

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

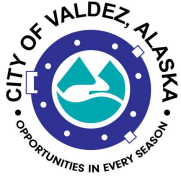
ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

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

Adoption:
Yeas:
Noes:
Absent:
Abstaining:



Legislation Text

File #: ORD 25-0002, **Version:** 1

ITEM TITLE:

#25-02 - Amending Title 3 Property Taxes, Chapter 3.12, Section 3.12.040 Titled Additional Exemptions. First Reading. Public Hearing.

SUBMITTED BY: Sheri Pierce, MMC, City Clerk/Jake Staser, City Attorney

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)
Unencumbered Balance: [Click here to enter text.](#)
Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

The city council may by ordinance annually adjust the primary residential tax exemption set forth in Section 3.12.040 of the Valdez Municipal Code by the amount calculated by the State Assessor to reflect the increase, if any, in the annual average cost of living, using the U.S. Department of Labor CPI-U for Anchorage. The State Assessor calculates the rate of inflation at 2.24%, thereby increasing the exemption to \$77,862.00.

CITY OF VALDEZ, ALASKA

ORDINANCE #25-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AMENDING TITLE 3 PROPERTY TAXES, CHAPTER 3.12, SECTION 3.12.040 OF THE VALDEZ MUNICIPAL CODE TITLED ADDITIONAL EXEMPTIONS

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

Section 1: Title 3, Chapter 3.12, Section 3.12.040 of the Valdez Municipal Code is hereby amended to read as follows:

3.12.040 Additional exemptions.

~~Seventy-seven thousand eight hundred sixty-two~~ ~~Seventy-six thousand one hundred fifty-five~~ dollars of the assessed value or the maximum allowed under state law, whichever is greater, of a principal residence owned and occupied by the taxpayer is exempt from taxation. The city council may by ordinance annually adjust the exemption set forth herein by the amount calculated by the State Assessor to reflect the increase, if any, in the annual average cost of living, using the U.S. Department of Labor CPI-U for Anchorage.

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

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

CITY OF VALDEZ, ALASKA

ATTEST:

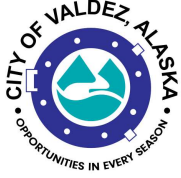
Dennis Fleming, Mayor

Sheri L. Pierce, MMC, City Clerk

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

APPROVED AS TO FORM:

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



Legislation Text

File #: RES 25-0002, **Version:** 1

ITEM TITLE:

#25-02 - Adopting Updates to City of Valdez Employee Personnel Regulations, and a New Effective Date Assigned.

SUBMITTED BY: Rhea Cragun, Human Resources Director

FISCAL NOTES:

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

RECOMMENDATION:

Adopt updates to City of Valdez Employee Personnel Regulations, and a New Effective Date assigned

SUMMARY STATEMENT:

Resolution #25-0002 adopts the updated City of Valdez Employee Personnel Regulations.

The current Personnel Regulations were last approved 7-5-2023.

Since that time there have been changes to current state regulations. In addition, feedback from employees and staff has identified sections needing additional information or specific clarification.

- **Section 4.3 - Work-Related Incidents and Injuries:** Updated to align with State of Alaska 2025 compliance standards by reducing the reporting requirement from 30 days to 15 days.
- **Section 6.6 - Pay Range and Wage Adjustment:** Removed the salary hold at the end of the pay range to enhance long-term employee retention. This change allows the 1.5% merit-based lump-sum payment to be issued annually on the employee's anniversary date after reaching the "M" step.
- **Section 6.6.10 - Employee Recognition Program:** Replaced references to the "Employee Efficiency Program" with the updated "Employee Recognition Program."
- **Section 6.10.03 - Flexible or Alternate Schedules:** Introduced a Flexible and Alternate Schedule policy to provide employees with greater work-life balance options.
- **Section 7.6 - Family Medical Leave (FML) Modified Sections D and E:** Begin "Paid FML" at

the start of an approved leave event instead of after exhausting other leave types. And increase the extension for spouse-shared leave from 5 calendar days to 14.

- **Appendix B - Definitions:** Added a definition for “insubordination” for clarity and consistency.
- **Numbering System Update:** Improved clarity in subsection numbering by introducing decimals. (For example: Current: 6.101 and 6.1001 to Updated: 6.1.01 and 6.10.01.) This change is particularly beneficial for sections with more than nine (9) subsections.
- **Minor Edits:** Corrected grammatical and spelling errors without altering the policy’s meaning or intent.

These updated Personnel Regulations will replace the current Regulations previously adopted in 2023. A summary of changes is attached.

We are asking that these changes and updates to the City of Valdez Personnel Regulations be adopted and a new effective date be assigned.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 25-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA,
AMENDING THE CITY OF VALDEZ PERSONNEL REGULATIONS AND
CREATING AN EFFECTIVE DATE

WHEREAS, Valdez Municipal Code Chapter 2.08 - City Manager, mandates that "The City Manager shall have the power, subject to council approval, to make or amend rules and regulations relating to...all of the employees of the city; except that no rule or regulation shall contravene the principles that the employment of city personnel shall be on the basis of merit and fitness..."; and

WHEREAS, Section 2.08.040 (B) "Regulation of Personnel," mandates these rules and regulations to be on file and available for inspection in the offices of the City Clerk and shall also be available in pamphlet form entitled, "City of Valdez-Personnel Regulations; and

WHEREAS, Resolution No. 23-32 adopted the most recent version of the Personnel Regulations in 2023; and

WHEREAS, the Employee Relations Team was involved in the formulation of this document and all city employees were given multiple opportunities for review and input.

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

Section 1. The City does hereby adopt the amended City of Valdez Personnel Regulations as attached.

Section 2. Resolution No. 23-32 and all previous versions of the City's Personnel Regulations are hereby rescinded.

Section 3. This Resolution is effective upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, this 21st day of January, 2025.

CITY OF VALDEZ ALASKA

Dennis Flemming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Personnel Regulations Change Recommendations and Summaries

January 2025

Periodic review of the Personnel Regulations is essential to maintain compliance with current laws, regulations, and best practices. The following changes are recommended:

- 1. Section 4.3 - Work-Related Incidents and Injuries**
 - Updated to align with 2025 State compliance standards by reducing the reporting requirement from 30 days to 15 days.
- 2. Section 6.6 - Pay Range and Wage Adjustment**
 - Removed the salary hold at the end of the pay range to enhance long-term employee retention. This change allows the 1.5% merit-based lump-sum payment to be issued annually on the employee's anniversary date after reaching the "M" step.
- 3. Section 6.6.10 - Employee Recognition Program**
 - Replaced references to the "Employee Efficiency Program" with the updated "Employee Recognition Program."
- 4. Section 6.10.03 - Flexible or Alternate Schedules**
 - Introduced a Flexible and Alternate Schedule policy to provide employees with greater work-life balance options.
- 5. Section 7.6 - Family Medical Leave (FML)**
 - Modified Sections D and E to:
 - Begin "Paid FML" at the start of an approved leave event instead of after exhausting other leave types.
 - Increase the extension for spouse-shared leave from 5 calendar days to 14.
- 6. Appendix B - Definitions**
 - Added a definition for "insubordination" for clarity and consistency.
- 7. Numbering System Update**
 - Improved clarity in subsection numbering by introducing decimals. For example:
 - Current: 6.101 and 6.1001
 - Updated: 6.1.01 and 6.10.01.

- This change is particularly beneficial for sections with more than nine (9) subsections.

8. Minor Edits

- Corrected grammatical and spelling errors without altering the policy’s meaning or intent.

These updates reflect our commitment to clarity, compliance, and continuous improvement in personnel policies.

=====

Employee Personnel Regulations Excerpts with updates:

4.3 Work Related Incidents or Injuries and Workers' Compensation Insurance

The City provides a comprehensive Workers' Compensation Insurance program at no cost to employees. Employees who sustain work-related injuries or illness are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws -pertaining to

occupational disabilities. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment.

Employees who sustain work-related injuries or illnesses will notify their immediate Supervisor ~~or available supervisor on shift and the~~ Department Head in accordance with the City Workplace Safety: Incident and Accident Policy and Procedures. ~~Director~~ . ~~The Employee will complete a Workers’ Compensation claim form. The Supervisor is responsible for ensuring the Department Head is notified. If the Employee is unable to complete the form due to incapacitation of other extenuating circumstance the notified Supervisor will complete the form.~~ No matter how minor an on-the-job injury may appear, it is important for it to be reported immediately. This will enable an eligible Employee to qualify for coverage as quickly as possible. The ~~incident or illness claim form~~ shall be ~~submitted reported~~ to the Human Resources office within ~~24~~ 8 hours. For serious injury resulting in medical treatment (other than minor first aid), hospital admittance, death, or dismemberment, immediate notice to Human Resources is required. ~~All reports must be submitted no later than 15 days from the date of injury or when the employee thinks an illness is work related to avoid potential denial of benefits.~~

6.6 Pay Range and Wage Adjustment

The pay rates in the City wage schedules shall be interpreted and applied as provided below. The rates shall constitute gross pay.

Appendix A: “Biweekly Pay Schedule” will be updated each year as part of the Annual

Budget approval process and will reflect any changes to pay ranges, scales, etc. as approved by the City Council. The City Council, in its discretion, may adjust the wage schedule to reflect an annual cost of living adjustment (COLA).

The minimum rate of each range shall be the normal entering rate, Step "A". However, the City Manager will have the sole discretion for designating a higher step depending on education, experience, or if it is in the best interest of the City. All Employees shall be frozen at the final longevity step in their appointed range. However, ~~after the approved waiting period (see appendix A),~~ these Employees are eligible to receive an annual lump sum merit award of 1.5% of annual base salary as long as they satisfy all requirements of their annual performance evaluations as detailed in the Performance Evaluation section (6.7).

~~6.6.10 Employee Efficiency Incentive Program~~ Employee Recognition Program

The City will have an ~~incentive~~ Employee Recognition program. ~~The City recognizes, honors, and celebrates the hard work, dedication, and achievements of the employees who contribute to the City's success. This program fosters a positive work environment by recognizing outstanding service, employee milestones, professional achievements, and contributions to the City. By valuing and celebrating the efforts of its employees, the City aims to boost morale, enhance employee engagement, and retain a motivated workforce while encouraging and empowering employees to work to the fullest extent of their capabilities. Employees are the City's most valuable asset and play a critical role in attaining the City's mission, goals, and objectives.~~

~~Recognition can take many forms and all employees are encouraged to recognize co-workers and fellow employees for exceptional performance or significant contributions through the Employee Recognition Program.~~

~~for the purpose of promoting the development of innovative ideas that lead to better quality service through increased effectiveness and efficiency of operations. All City Employees are eligible to receive awards under the program. Exceptions are as follows:~~

- ~~1. City Manager, Assistant City Manager, City Clerk, and Department Directors.~~
- ~~2. Any Employee or work group conducting research and/or development or assigned to a job requiring the solution of a specific problem where the suggestion submitted is found by to be within the scope of the assignment is not eligible to receive an award.~~

~~Awards are made for adopted ideas and proposals yielding positive results, either tangible or intangible. The amount of the award will be based on a schedule approved by the City Manager or designee. Human Resources will provide guidelines for the incentive procedure.~~

6.10.03 Flexible or Alternate Schedules

Regular full-time and part-time employees may qualify for flexible or alternative schedules based on FLSA rules and requirements and in accordance with these Regulations. This policy will not apply to employees in Emergency Services who fall under specific FLSA exemption and exception.

The Flexible and Alternate Schedule policy is implemented to provide employees with increased flexibility in managing their work hours while ensuring operational efficiency and maintaining a healthy work-life balance. Employees are eligible to participate in the Flexible Schedule program, subject to the approval of their respective supervisors and department heads and City Manager. The eligibility criteria include job responsibilities and departmental requirements.

The terms of a flexible or alternate workweek arrangement may be arranged between the employee and their supervisor with approval of the department head and City Manager.

While employees and supervisors or department heads have the freedom to develop arrangements tailored to employee and departmental needs, basic requirements are as follows:

- No arrangement will be approved under which employees are scheduled to work more than 12 hours per day on a regular basis.
- Any schedule, when considered with other staffing constraints, must ensure sufficient staffing to meet the City's operating requirements.
- No schedule will be approved that has the potential to unduly increase the City's liability for overtime pay.

For specific details and to request/approve a flexible schedule refer to the Flexible Alternative Schedule Policy and Procedures.

7.6 Family Medical Leave

The City complies with both the Alaska Family Leave Act (AFLAAS 39.20.500 – 38.20.550) and the Family Medical Leave Act of 1993 (FMLA Public Law 103-3). Notwithstanding the provisions set

forth below, Employees shall be entitled to leave as mandated by State or Federal law. Eligible Employees may request FMLA up to a maximum of 12 weeks within any 12-month period concurrently and for 18 weeks for up to a 24-month period according to State regulations.

D. Employees requesting Family Medical Leave will first exhaust **City paid FMLA** then their accrued PTO and Compensatory Time before **approval of** Leave Without Pay. However, at

the Employee's request, and with City Manager approval, the Department Director may choose to permit the Employee to keep a maximum of hours that would add up to the Employee's normal workweek (e.g., 37.5, 40) of accrued PTO.

E. Employees who have exhausted their Family Medical Leave may request Leave Without Pay under the relevant provisions within the Personnel Regulations.

In addition to the FMLA benefits provided by law, the City will pay Employees up to a total of 75 hours (80 hours for salary Employees) per calendar year at the Employee's regular rate of pay ~~after the Employee has used all available PTO and Compensatory Time~~ during an FMLA qualifying event. ~~Paid FMLA will be applied at the start of approved FMLA Leave after which PTO and Compensatory Time or leave without pay will be applies for the duration of the FMLA qualifying event.~~ This provides Employees with an additional financial safety net during an FMLA qualifying event.

Being a military care giver for an injured service member who is a spouse, son, daughter, parent or next of kin, qualifies for up to 26 weeks of leave in any single 12-month period per injury occurrence [FMLA 825.126]. An active-duty Employee may take up to 12 weeks of unpaid FMLA leave for any qualifying exigency (as defined by regulation) related to a spouse, son, daughter or

parent's active duty or notification of an impending call or order to active duty in the Armed Forces in support of a contingency operation.

Married Employee couples may be restricted to a combined total of 18 work weeks of leave within a 12-month period for childbirth, adoption, or placement of a foster child; or 18 work weeks of leave within a 24-month period ~~for their own serious health condition or~~ to care for a child, spouse, or parent (in-law, step, or who stood in loco parentis) with a serious health condition. ~~If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than five calendar days.~~ If additional time is needed a written request of not more than 14 calendar days should be submitted to the City Manager for approval.

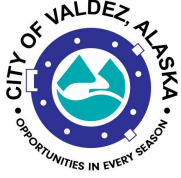
APPENDIX B - Definitions

“Insubordination” is the willful refusal to obey lawful and reasonable orders from a person in a position of authority, often within a workplace or organizational context. It typically involves defiance, disrespect, or failure to follow instructions given by a supervisor, manager, or employer.

- **Examples of Insubordination:**
 - Refusing to carry out tasks assigned by a manager without a valid reason.
 - Using disrespectful or abusive language toward a supervisor.
 - Publicly challenging or undermining the authority of a superior.
 - Ignoring workplace policies or safety procedures after being instructed to

follow them.

- What is not insubordination:
 - Expressing concerns or suggesting alternative solutions in good faith.
 - Refusing to perform a task that is illegal, unsafe, or outside the scope of one's job responsibilities.
 - Miscommunication or misunderstandings about instructions



Legislation Text

File #: RES 25-0003, **Version:** 1

ITEM TITLE:

#25-03 - Amending the 2025 City Budget by Accepting a Safe Streets and Roads for All (SS4A) Grant in the Amount of \$280,000 from the US Department of Transportation to Assist in the Creation of a Pavement Management Plan

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: \$350,000

Unencumbered Balance: \$350,000

Funding Source: Previously appropriated project funds: \$70,000, Grant proceeds: \$280,000

RECOMMENDATION:

Approve Resolution #25-03.

SUMMARY STATEMENT:

The grant funds will be used to further planning efforts around complete streets and pavement management across the City. This planning grant will create a deliverable that will allow the City to apply for future "Safe Streets and Roads for All" implementation grants as well as assist the City in scoring higher on other DOT grant applications for projects included in the pavement management program. The project scope includes not only City owned streets but all roads within Valdez City limits.

- Grant Funds \$280,000
- City Contribution \$70,000
- Total Funding \$350,000

Capital Facilities Director Nathan Duval will be available for questions

CITY OF VALDEZ, ALASKA

RESOLUTION #25-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2025 CITY BUDGET BY ACCEPTING A SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT IN THE AMOUNT OF \$280,000 FROM US DEPARTMENT OF TRANSPORTATION TO ASSIST IN THE CREATION OF A PAVEMENT MANAGEMENT PLAN

WHEREAS, the City Council has provided direction to management regarding approved capital and major maintenance projects, and

WHEREAS, Subsequent pavement management phases related to modernizing street safety and accessibility standards require careful planning; and

WHEREAS, the City Council of the City of Valdez with the assistance of the SS4A Grant Program commits to achieving zero roadway fatalities and serious injuries by the year 2040 as part of its dedication to improving the safety and quality of life for all its residents and visitors; and

WHEREAS, this \$280,000 grant requires a \$70,000 local match coming from previously appropriated project funds, and

WHEREAS, the 2025 Budget must be amended to accept these funds and to authorize its expenditure for the creation of the Pavement Management Plan, and

WHEREAS, budget amendments must be formally appropriated via budget amendment Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2025 City Budget is amended as follows and authorizes the City Manager or their designee to sign and execute the grant agreement:

Section 1: AIRP Generator Exhaust, 350.0310.55000.2202, is decreased by \$70,000

Section 2: Safe Streets 4 All Grant Match Expense, 350.1300.55010, is increased by \$70,000

Section 3: Safe Streets 4 All Grant Expense, 350.1300.55000, is increased by \$280,000

Section 4: Safe Streets 4 All Grant Revenue, 350.1300.33411, is increased by \$280,000

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
VALDEZ, ALASKA, this 21st day of January 2025.

City of Valdez, Alaska

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Key Information Table	
Lead Applicant Name	City of Valdez
Lead Applicant Unique Entity Identifier (UEI)	J4J1BXA95JA8
Eligible Applicant Type	City Government
Total Applicant Jurisdiction Population	4,200
Total Count Motor Vehicle-Involved Roadway Fatalities that includes the last 5 years of data made available in the Fatality Analysis Reporting System (FARS) during the NOFO period	4
Total Average Annual Fatality Rate (per 100,000 population)	19.05
Total Percent of Population in Underserved Communities Census Tract(s)	0%
Project Title	Valdez Safe Streets Action Plan
Application Type	Develop a new Action Plan
Description of Supplemental Planning and Demonstration Activities (if relevant)	N/A
Total Federal Funding Request	\$280,000
Total Local Share/Match (must be equal to or greater than 20% of total project cost share)	\$70,000
Total Project Cost	\$350,000
Coordination	No coordination needed as no overlapping jurisdictions received a previous award or are applying for funding FY 2024 that we are aware of.



City of Valdez, Alaska
FY24 Safe Streets and Roads for All – Planning
Narrative

Overview. The City of Valdez is located in south central Alaska, on the northeast tip of Prince William Sound. The permanent resident population of the city is 3,972 although the summertime population triples thanks to tourists and seasonal employment. The city occupies 275 square miles of land and 55 square miles of water.

Currently, Valdez has no transportation or other similar action plan. The City is seeking federal funds to address this shortcoming and improve the equity, accessibility, and safety of its transportation systems.

Safety Impact. The Valdez Census area population as of 2020 was 4,200 (U.S. Census Bureau). FARS data shows that four persons were killed in fatal crashes between 2017-2021; Valdez has a fatality rate of 19.05.

Transportation hazards in Valdez are primarily driven by three factors: environment, tourism and recreational activities, and oil industry-related traffic. The environment of Valdez presents several risks to drivers, pedestrians, bicyclists, and the entire transportation network. Valdez sees an average of 330 inches of snow in the winter. Not only does the snowfall create hazardous driving conditions, but it also demands that roads be plowed quickly; this leads to dangerously high snow berms on the side of roads that impede visibility (and completely obstruct any pedestrian or bike path) as well as additional damage to road surfaces from the heavy equipment. Valdez experiences as many as 19 hours of darkness each day during winter months and dangerous freeze-thaw patterns fall through the spring, both of which further contribute to dangerous driving conditions.

As dangerous and cold as winters may be, Valdez has equally beautiful summers. The warmer months see tens of thousands of visitors each year coming by cruise ship, recreational vehicle, tour bus, and airplane to take in the beauty of Valdez and partake in its many recreational opportunities. The congestion related to tourism presents additional transportation dangers – lost tourists trying to find their way in the middle of the street, recreational vehicle traffic, large pedestrian groups blocking visibility at an intersection, frequent jaywalking, and more.

These two factors are compounded by the fact that double-tanker fuel trucks, over 75 feet long and weighing more than 30 tons when fully loaded, are traveling through town almost every 30 minutes. These trucks are traveling to and from the PetroStar Refinery on Dayville Road to the tank farm in town (on Egan Drive). These trucks then transport fuel to Eielson Air Force Base outside Fairbanks and Joint Base Elmendorf-Richardson. While critical to the city's economy as well as the nation's defenses, this tanker truck traffic poses an additional roadway risk as well as environmental risk if there is a crash or a rollover. In addition, commercial fishing adds to the congestion during the summer months, when over 300 fish freight containers are hauled to and from the Valdez Container Terminal through town.

In March of 2022, Alaska Department of Transportation (ADOT) performed a safety study of Valdez's roadway network. In several instances, the study highlighted impeded sight lines, which were exacerbated with snow piles, as well as navigation difficulties that were particularly acute for the large trucks and tourist buses constantly traveling through Valdez.

Valdez does not have a comprehensive transportation plan, nor an active transportation or safe routes to school plan. The Safe Streets and Roads for All-funded Action Plan will include these elements and serve as an all-encompassing transportation safety Action Plan for the city. The Action Plan will be of the highest standard and meet evidence-based best practices as it aligns with the requirements set forth by

DOT. The goal of the plan is to improve transportation safety for all users – motorists, cyclists, pedestrians – and to encourage active transportation as much as possible.

Equity. Although the USDOT ETC Explorer does not identify the single Census Tract that contains all of Valdez as disadvantaged, 78% of the population lives with Transportation Insecurity and another 53% are Socially Vulnerable. According to the Climate and Economic Justice Screening Tool, the Census Tract is identified as Partially Disadvantaged. The Alaska Native Village of Tatitlik is Federally Recognized, located within this Census Tract, and considered disadvantaged. 56% of Alaska Natives in Valdez were living below federal poverty levels in 2018 (the most recent year with this data).

Like most Alaska cities, Valdez is isolated; it is 305 road miles east of Anchorage and 364 road miles south of Fairbanks. Valdez residents rely more heavily on the transportation network than many other Americans in order to access jobs, education, medical care, food, etc. SS4A funding to develop this Action Plan will improve equity for this extremely remote, rural community.

Additional Considerations - Safety Context and Budget. The City of Valdez is requesting FY24 Safe Streets and Roads for All (SS4A) funding to establish a formal and thorough Action Plan. This Action Plan will serve as a road map for the city to prioritize and implement identified projects that will improve safety and accessibility for all transportation users. The City anticipates a 24-36 month project period for the completion of the Action Plan.

With SS4A funding, the City will work with a qualified consultant to develop the Valdez Road Safety Action Plan. The creation of this plan will include thorough and frequent community engagement through in-person community events, digital and print communication, public comments periods, and more; the quantification of roadway incidents resulting in injury or death; the identification of possible solutions; and, a prioritization of projects based on need and cost-effectiveness. The proposed solutions and projects will reflect evidence-based standards and as appropriate will adopt innovative technologies to maximize the safety and equity benefits.

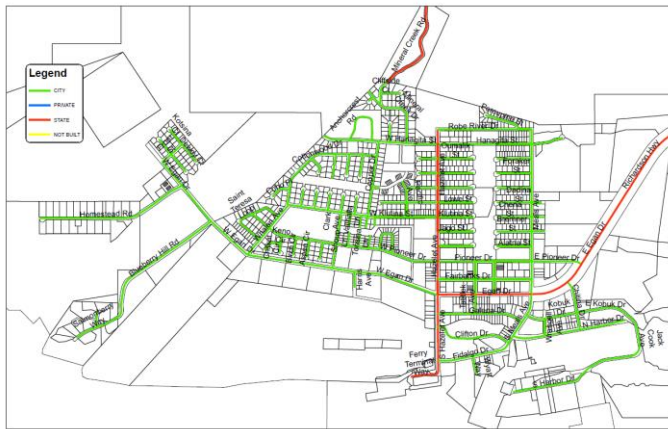
The four objectives of the Valdez Safe Streets Action Plan are: 1) engage in robust community engagement to identify priority transportation infrastructure concerns; 2) promote equity in project identification, selection, and implementation; 3) improve safety and measurably reduce the number of roadway incidents; and, 4) create a list of actionable items that the city can implement.

Valdez has many unique characteristics that underscore the need for an Action Plan to improve safety and accessibility for all road users. Environmental factors, tourism, and traffic related to the oil and gas industry and fishing industry place undue burdens and risks on the transportation system within Valdez and all underscore the importance of a comprehensive action plan, such as the one being proposed in this project.

The City anticipates the total cost of developing this Action Plan to be \$350,000; Valdez requests \$280,000 in Federal SS4A funds and is prepared to meet the 20% cost match requirement of \$70,000 in cash through the CIP reserve fund account 'Pavement Management Phase IV-V' (Cost code # 310-1118-58000). Federal funds are being requested exclusively to complete an Action Plan. This cost estimate is based off the city's recent work with consultants for similar work and its understanding of the project scope and desired outcomes.

100% DRAFT

Valdez Roadway Network



SS4A Planning and Demonstration Grant Application - Supplemental Estimated Budget

This budget template should be submitted with a Planning and Demonstration Grant application. This template is structured based on Table 3 of the FY24 NOFO and illustrates the appropriate level of detail for project-level budget estimation. Please note that this form is set up to calculate project costs from any sub-activities and to calculate subtotals and totals. If you add or remove rows to meet your project needs, check that your math is correct before submitting.

Supplemental Estimated Budget					
Itemized Estimated Costs of New or Update Action Plan Activities (if applicable)					
	SS4A Federal Request	SS4A Non-Federal Match	Other Federal Funds (if applicable)	Other Non-Federal Match (if applicable)	Total Project Cost
New or Updated Action Plan	\$ 280,000.00	\$ 70,000.00	\$ -	\$ -	\$ 350,000.00
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Budget for New or Updated	\$ 280,000.00	\$ 70,000.00	\$ -	\$ -	\$ 350,000.00
Itemized Estimated Costs of Supplemental Planning Activities					
	SS4A Federal Request	SS4A Non-Federal Match	Other Federal Funds (if applicable)	Other Non-Federal Match (if applicable)	Total Project Cost
Supplemental Planning Activity #1	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
Supplemental Planning Activity #2	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Budget for Supplemental Planning Activities	\$ -	\$ -	\$ -	\$ -	\$ -
Itemized Estimated Costs of Demonstration and Pilot Activities					
	SS4A Federal Request	SS4A Non-Federal Match	Other Federal Funds (if applicable)	Other Non-Federal Match (if applicable)	Total Project Cost
Demonstration/Pilot Activity #1	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
Demonstration/Pilot Activity #2	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Budget for Demonstration and Pilot Activities	\$ -	\$ -	\$ -	\$ -	\$ -
Total Budget for Planning and Demonstration Activities	\$ 280,000.00	\$ 70,000.00	\$ -	\$ -	\$ 350,000.00

Supporting Documents – Photographs of Existing Conditions



Exhibit 1. AK-4 North/Richardson Highway entering town from Dayville Road. Pedestrians jaywalking and bicyclists with no infrastructure.



Exhibit 2. Traveling East on Dayville Road, leaving pipeline and heading towards town. Note the blind curves that are particularly challenging and dangerous when the roads are icy and snow berms further limit visibility. RVs can be seen in the designated parking area and often fill up the area in the summer; note the lack of turn lanes to allow for acceleration and deceleration. Additionally, there is no designated active transportation infrastructure, and any pedestrians or bicyclists would be sharing the road with fast-moving traffic, including the large trucks traveling to and from the refinery or pipeline.

Supporting Documents – Photographs of Existing Conditions



Exhibit 3. Turning from Dayville Road (East) onto Richards Highway (AK-4 North), the main route into and out of Valdez, there is limited visibility and no turn lanes to accelerate or decelerate.



Exhibit 4. On Hazelet at stop sign looking east (left) and pulled up into crosswalk (right). High snow berms obstruct visibility approximately five months out of the year. (Courtesy of Alaska Department of Transportation)



April 29, 2024

Paul Teicher, Program Manager
Safe Streets and Roads for All Program
United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Letter of Support for City of Valdez – SS4A Grant Application

Dear Mr. Teicher:

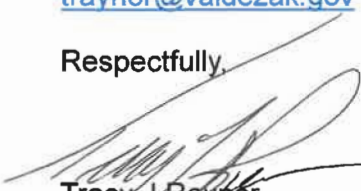
Please accept this letter of support for the City of Valdez's application to the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) Grant Program – Planning Grant. The proposed "Valdez Safe Streets Action Plan" will clearly identify the transportation infrastructure that is most dangerous in the city and provide resolutions for each issue, as well as target improvements to the safety and quality of the city's active transportation infrastructure. As the Fire Chief, I recognize the critical importance of maintaining reliable infrastructure and transportation routes to ensure rapid response times during emergencies and safeguard our residents' well-being.

The City of Valdez Fire Department's mission is to protect life, property, and the environment from the effects of fires, medical emergencies, and hazards. The proposed Action Plan is an initiative that will support our department's mission and commitment to public safety and emergency response by identifying and prioritizing necessary improvements to roadway and support infrastructure to improve safety and accessibility – for pedestrians, motor vehicle drivers, and emergency vehicles.

In addition to the direct benefits of emergency services, the Project's emphasis on improving safety for pedestrians and increasing opportunities for active transportation aligns with our broader community safety goals. Safe and accessible roadways and designated pedestrian pathways contribute to the overall well-being of our residents and reduce the risk of accidents, especially in areas with heavy foot traffic.

Thank you for considering Valdez's application to the Safe Streets and Roads for All Grant program. If you would like to contact me for more information, please email me at traynor@valdezak.gov or call me at (907) 835-4560.

Respectfully,


Tracy J. Raynor
Fire Chief
City of Valdez

Valdez Fire Department - PO Box 307 - Valdez, AK 99686
407 West Pioneer Street
Telephone (907)835-4560 – Fax (907)834-3411

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ALASKA TRUCKING ASSOCIATION

April 24, 2024

Paul Teicher, Program Manager
Safe Streets and Roads for All Program
United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Subject: Support for City of Valdez – SS4A Grant Application

Dear Mr. Teicher,

The Alaska Trucking Association would like to express our strong endorsement of the City of Valdez’s application to the U.S. Department of Transportation’s Safe Streets and Roads for All (SS4A) Grant Program. The proposed “Valdez Safe Streets Action Plan” will clearly identify the transportation infrastructure that is most dangerous in the city and identify countermeasures for each issue.

The Alaska Trucking Association has served the needs of the Alaska trucking community for 60 years with the mission to foster and promote the interests of the trucking industry in Alaska. Members of our association daily drive on the roads through Valdez and are first-hand witnesses to some of the largest concerns related to the transportation infrastructure. Limited sight lines, inadequate pedestrian facilities, and busy intersections filled with tourists are just some of the problems that our drivers have identified and communicated to the city. There are far too many near-misses with poor merging, poor visibility at intersections, and poor visibility along the roads (especially in the winter months). There are major safety concerns for truck drivers as well as pedestrians and other motorists.

A double tanker leaves the main street every 30 minutes through town. These tankers and the truck traffic from the Valdez Container Terminal directly support the refinery, pipeline, mining and military infrastructure critical to the city of Valdez and the entire state of Alaska. Road infrastructure to support these tankers and the other large vehicles bringing supplies to and from Valdez is critical to the very longevity of the city itself.

For those who live in the lower 48 states, it can be hard to understand the unique lifestyle challenges experienced in Alaska, such as the many hours of darkness during the winter months and the incredible amount of ice and snow experienced each winter. (Valdez sees an average of 330 inches of snowfall each year.) Not only is there active weather to contend with, but when the roads are plowed this means that snow berms can grow to be over six feet or higher, easily hiding a turn, another vehicle, or pedestrians.

100% DRAFT



ALASKA TRUCKING ASSOCIATION

The unique climate and geography of Alaska, in particular Valdez, results in unique and dangerous transportation challenges that must be addressed.

To improve safety for all, the Alaska Trucking Association is in strong support of this project. This Action Plan is a critical component in identifying and then implementing projects to create safer, more convenient transportation to and through Valdez for our drivers and all roadway users.

Respectfully,

Joey Crum ATA Board President

4/24/24
Date



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of
Transportation and
Public Facilities

Maintenance and Operations

P.O. Box 507
Valdez, Alaska 99686
Main: (907) 834-1039
robert.dunning@alaska.gov
dot.alaska.gov

April 29, 2024

Paul Teicher, Program Manager
Safe Streets and Roads for All Program
United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Subject: Support for City of Valdez – Safe Street Action Plan

Dear Mr. Teicher:

On behalf of the State of Alaska, Department of Transportation and Public Facilities (DOT&PF), I am pleased to express support for the City of Valdez’s application for the U.S. Department of Transportation’s Safe Streets and Roads for All (SS4A) Grant Program. The proposed “Valdez Safe Streets Action Plan” will clearly identify the transportation infrastructure that is most dangerous in the city and provide resolutions for each issue, as well as target improvements to the safety and quality of the city’s active transportation infrastructure.

The goals and purpose of this action plan align with the DOT&PF’s purpose of ‘keeping Alaska moving through service and infrastructure’ and providing a safe and efficient transportation system for Alaska to thrive. DOT&PF works to serve every Alaskan, every day. This can be a daunting task considering that Alaskans are spread out across the largest state in the country (Alaska’s surface area is over twice the size of the state of Texas) and across terrain with geographical extremes that includes mountains, tundra, forests, and a vast number of waterways.

It is crucial to Alaskans and the Alaskan DOT&PF that communities within the state are awarded funding for projects that will keep our communities safe and connected. Alaska’s harsh winters and freeze-thaw cycles accelerate road deterioration, making timely maintenance essential to ensure safe and reliable transportation. However, it is difficult for many of the state’s small cities to address the high costs associated with the transportation of materials and equipment over long

“Keep Alaska Moving through service and infrastructure.”

distances, specialized engineering and construction over challenging terrain, and the oftentimes unique additional environmental considerations.

Valdez has worked tirelessly for many years to maintain the roads. However, these roads have not been comprehensively redone since the City of Valdez was relocated after the Good Friday Earthquake in 1964, making maintenance challenging and expensive. Many roads are long past their useful lifespan including the main thoroughfares through town, Meals Avenue and Egan Drive. These roads see nonstop traffic from heavy vehicles such as tour buses and 18-wheelers traveling to and from the Petro Star refinery or Valdez Container Terminal. Providing funds to allow the City to create a complete and comprehensive Safe Streets Action Plan will significantly enhance driver and pedestrian safety, reduce maintenance costs, improve the connectivity of the City, and make much of the City more appealing and accessible to the predicted increase of tourists.

Thank you for considering this letter of support. We are confident that Valdez's Safe Streets Action Plan project will be a positive contribution to the transportation landscape of central Alaska. Please reach out to robert.dunning@alaska.gov with any questions about the DOT&PF's support of this project.

Sincerely,



Robert Dunning
Maintenance and Operations Superintendent
Valdez District
Alaska Department of Transportation and Public Facilities



May 10, 2024

Paul Teicher, Program Manager
Safe Streets and Roads for All Program
United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Subject: City of Valdez SS4A Grant Application - Letter of Support

Dear Mr. Teicher,

On behalf of the Valdez Convention and Visitors Bureau, I would like to express support for the City of Valdez's application to the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) Grant Program. The proposed "Valdez Safe Streets Action Plan" will allow the City of Valdez to identify, prioritize, and then implement transportation projects that will improve safety and accessibility for all motor vehicle users as well as pedestrians, bicyclists, and others.

Valdez Convention & Visitors Bureau is a non-profit organization (501(c)6) and the official tourism marketing entity for the City of Valdez. Our members are local businesses and non-profit organizations in Valdez and our neighboring communities in Prince William Sound and the Copper River Valley. VCVB encourages and promotes tourism and tourist related activities, convention business, travel by the public to and through Valdez, and maintains a continuing interest in the well-being of visitors in the Valdez area.

SS4A funding will allow Valdez to complete this Action Plan with thorough community engagement and a comprehensive study of the transportation infrastructure shortcomings. This project directly supports VCVB's work in promoting Valdez businesses among tourists and providing free resources and services to Valdez visitors and residents alike. While VCVB works to promote tourism to Valdez, the city needs appropriate infrastructure to support this mission. Valdez currently sees thousands of tourists each year, many of them visiting via large cruise ships. When these large groups are wandering through our downtown roads, they come across limited pedestrian facilities, unmarked crosswalks, and unclear signage. This leads to hordes of people jay walking, stopping traffic, and even wayfinding in the middle of the street. These are serious

safety concerns. Many 18-wheelers are traveling on that same road -- loaded down with oil from the nearby pipeline. The proposed Action Plan will offer improvements vital to help protect our tourists and offer the infrastructure needed for a major sector in the economy of Valdez.

VCVB believes this project will directly result in improved safety for pedestrians and motorists alike, while simultaneously improving and supporting increased tourism and commerce in Valdez. Thank you for considering this letter of support.

Best Regards,

A handwritten signature in black ink, appearing to read "Faith Harris".

Faith Harris
Executive Director
Valdez Convention & Visitors Bureau



USDOT Safe Streets and Roads for All (SS4A) 2024 Planning and Demonstration Grants

Registration

Planning and Demonstration Grant Application (CFDA #20.939)

Planning and Demonstration Grant applicants have THREE deadlines for the FY24 SS4A NOFO:

- April 4, 2024, by 5:00 p.m. (EDT)
- May 16, 2024, by 5:00 p.m. (EDT)
- August 29, 2024, by 5:00 p.m. (EDT)

Following each deadline, USDOT will review Planning and Demonstration Grant applications received to date. Late applications received after the first two deadlines will be rolled into the next group of applications. Late applications for the final deadline (August 29) will not be considered unless there is a technical issue directly caused by the online submission proposal system, and Valid Eval is emailed at support@valideval.com describing the technical issue no less than four hours before the deadline.

This application site is for applicants wishing to submit a FY 2024 application for a Planning and Demonstration grant. If you wish to apply for an Implementation grant, please visit: https://usg.valideval.com/teams/usdot_ss4a_2024_implementation/signup

To assist in completing your application, please view the resources available at: <https://www.transportation.gov/grants/ss4a/how-to-apply>

The Notice of Funding Opportunity (NOFO), with detailed instructions on how to prepare your proposal, is located at the right of this page. Additional templates and resources are also available there and on the SS4A program website

Contact Information

SS4A Program Website: <https://www.transportation.gov/grants/SS4A>

SS4A Email: ss4a@dot.gov

Telecommunications device for the deaf (TDD) is available at 202-366-3993

Valid Eval Support email: support@valideval.com or click on the help button at the top of this page

Signup Instructions

If you do not have a Valid Eval account, complete the dark blue Sign-up box below.

If you already have a Valid Eval account, click the Login at the bottom of the dark blue Sign-up box below.

Once you have signed up and are logged into your account, the Entity/Community Name field below will be available for you to edit. Once you enter your Entity/Community Name the rest of the fields on this page will be available for you to edit. If you see the following message "The Entity/Community Name (must be entered first to unlock fields below) is already registered for this cohort". An entity with a similar name may have already started an application. We suggest you add the abbreviation for your state at the end of your Entity/Community name to ensure a unique name.

You may save your progress on your application, and you can return to this site to work on it at any time before the application deadline. **Once you submit your application, you can NOT make additional changes, so please ensure that you have completed all fields and uploaded any documents needed before clicking "Submit Application".**

Files to Upload

Templates and resources related to the document uploads are located in the right-hand column. Unless indicated otherwise, applicants are required to use these templates, without modifications, for the application to be considered. When signatures are required as part of these templates, they must be signed by someone from the applicant agency and not a contractor. Applicants will upload files at the bottom of this page.

All fields on this page are required unless otherwise noted.

Registration Information

Primary applicant information should match what is indicated on the SF-424.

You are currently logged into Valid Eval, so this form has been auto-filled with your name and your account's primary email address and contact info. To sign up with a different account, please either log out of Valid Eval and then return to this form or open this form in an "Incognito" or "Private Browsing" window.

Primary Contact Email

nduval@valdezak.gov

Entity/Community Name (must be entered first to unlock fields below)

City of Valdez AK

Primary Contact First Name

Nathan

Primary Contact Last Name

Duval

Primary Telephone number

9078355478

Lead Applicant Information

Entity Community Type

City or Township Government

Applicant State

AK

Applicant 5-digit Zip Code

99686

Applicant UEI

J4J1BXA95JA8

In addition to the Primary Contact, please provide an additional point of contact. While contractors are permitted to develop and submit application materials on behalf an applicant, the points of contact listed on the application must be staff of the applicant agency. One of the contacts should be the same person who signs the SF-424 General Form submitted with the application. In the event we need to contact you, we usually provide only a few business days to respond. Listen contacts should be people who will be responsive or put up away messages with other points of contact from March through November 2024.

Alternate Contact First Name

Jordan

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Alternative Contact Last Name

Nelson

Alternate Telephone number

907-834-3475

Alternate Email

jnelson@valdezak.gov

Applicant Jurisdiction Information

Total jurisdiction population is based on 2020 U.S. Census data and includes the total population of all Census tract(s) included in the application. If the jurisdiction includes portions of Census tracts, please include the entire Census tract population here. Refer to <https://www.transportation.gov/grants/ss4a/calculating-percentage-population-underserved-communities> for more information on how determine the population for all relevant Census tracts.

Total Jurisdiction Population

4,200

Crash Data

The Total Count of Motor Vehicle-Involved Roadway Fatalities from 2017-2021 in the jurisdiction(s) covered by this application should be based on DOT's Fatality Analysis Reporting System (FARS) data, an alternative traffic fatality dataset, or a comparable data set with roadway fatality information. This should be a whole number. If using a dataset different from FARS, cite the source and provide a link to or upload the data. The Total Average Annual Fatality Rate for the jurisdiction(s) covered by this application is calculated by dividing the 5-year annual average from the total count of fatalities (2017-2021) listed above by the population of the jurisdiction(s) covered by this application (using 2020 Census data). The rate should be normalized to per 100,000 persons.

Refer to <https://www.transportation.gov/grants/ss4a/calculating-average-annual-fatality-rate-ss4a> for more information on how to gather FARS data information and calculate Average Annual Fatality

Total Count Motor Vehicle-Involved Roadway Fatalities (2017-2021)

4

Alternative Fatality Data Source (upload documentation in artifacts if applicable)

Total Average Annual Fatality Rate (per 100,000 population)

19.05

Previous SS4A Grant Awards

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Has your jurisdiction received an SS4A Grant award in a previous year?

- FY22 Planning and Demonstration Grant
- FY22 Implementation Grant
- FY23 Planning and Demonstration Grant
- FY23 Implementation Grant
- No previous SS4A awards

Project Title and Goal

Provide a concise, descriptive title for the project. This should be the same title used in the SF-424 form and the application narrative.

Project Title

Valdez Safe Streets Action Plan. Action Plan will identify transportation infrastructure risks and shortcomings and prioritize solutions.

Project Goal

The goal of the project is to have an adopted, community-driven Action Plan that will guide the City's prioritization and implementation

Underserved Communities

Identify the percent of population in underserved communities for the jurisdiction(s) covered by this application AND for the project area(s) where implementation activities will occur. You may use EITHER the Climate and Economic Justice Screening Tool (CEJST) OR the USDOT Equitable Transportation Community (ETC) Explorer. You must also upload screenshots from the tool used that include ALL of the Census tracts in the jurisdiction(s) covered by this application. Refer to <https://www.transportation.gov/grants/ss4a/calculating-percentage-population-underserved-communities> for instructions to identify underserved communities, calculate percent population in underserved communities, and compile required screenshots

Percent of Population in Underserved Communities in Jurisdiction(s)

0

Application Type

- Develop a new Comprehensive Safety Action Plan
- Update/add to an existing local safety plan to meet the requirements of an SS4A Comprehensive Safety Action Plan as described in Table 1 of the NOFO.
- Develop or Update an Action Plan and Conduct Demonstration or Other Supplemental Planning Activities
- Conduct Demonstration or Other Supplemental Planning Activities (ONLY)

Supplemental Planning and Demonstration Activities

If you selected any option that includes Demonstration or Other Supplemental Planning Activities above, please indicate what type of Demonstration or Other Supplemental Planning Activities. For more information on what constitutes demonstration or supplemental planning activities, please visit: refer to <https://www.transportation.gov/grants/ss4a/planning-and-demonstration-activities>

Supplemental Planning Activities

- Additional Analysis (e.g., speed or lighting studies)
- Expanded Data Collection (e.g., targeted equity assessments)
- Complementary Planning (e.g., Accessibility and Transition plans, Other]
- Add elements to and/or update existing Comprehensive Safety Action Plan
- Road Safety Audits
- N/A
- Other (please specify)

Other (specify here)

Demonstration Activities

- Quick Build (e.g., paint, plastic bollards, etc.)
- Demonstration/Pilot of Behavioral Program
- Demonstration/Pilot of Operational Program
- Demonstration/Pilot of technology to support safety planning and analysis
- MUTCD Experimentation (excluding roadway reconstruction)
- N/A
- Other (please specify)

Other (specify here)

Action Plan

If "Conduct Demonstration or Other Supplemental Planning Activities (only)" is selected above, indicate whether you have an Action Plan in place

Action Plan Status

- We have an Action Plan or established plan(s) that contains the required Action Plan elements and will attach a Self-Certification Eligibility Checklist.
- We are in the process of completing an Action Plan that will contain all the elements included in NOFO Table 1.
- We are applying for SS4A funds to Develop or Update an Action Plan.

Plan Weblink

Evaluating and Using Supplemental Planning and Demonstration Activities to Inform a Comprehensive Safety Action Plan

Supplemental planning and demonstration activity results

N/A

Regional Coordination

If applying to Develop or Update an Action Plan, refer to the map at <https://www.transportation.gov/grants/ss4a/cumulative-awards> to identify whether an SS4A award to develop or update an Action Plan was made in your region in a previous funding round. After reviewing the map and awardee list, respond to the questions below.

Previous year funding

- No
- Yes, our jurisdiction received previous award to develop or complete an Action Plan
- Yes, our jurisdiction was included in a regional or multijurisdictional Action Plan effort that received previous award
- Yes, our jurisdiction received or was included in another SS4A award
- N/A

If answer is "Yes", please provide proof of coordination (e.g., letter, email) from the relevant entities affirming that they are aware of your application and the need for coordination among all recipients in the Document Uploads section below AND check the box below affirming that you will coordinate with the relevant entities.

- I affirm that relevant entities will be coordinated with

Cost Breakdown

Information provided in this section should be consistent with the information provided in your SF-424 forms and in the Implementation Supplemental Estimated Budget. Whole numbers are required for Federal share (no cents). The Total Project Cost should be the sum of all Federal and non-Federal funds and the SS4A Federal Funding Request (Federal share) may not exceed 80% of the Total Project Cost. For guidance about non-federal match, visit <https://www.transportation.gov/grants/ss4a/matching-funds>.

Total SS4A Funding Request

280,000

Total Other Federal Funds:

0

Non-Federal Match (Applicant Contribution)

70,000

Total Project Cost

350000

Funding requests may include indirect rate using a federally approved cognizant rate or the 10% de minimus.

For more about indirect rates, visit <https://www.transportation.gov/grants/ss4a/costs-and-contracting>.

If using a federally approved cognizant rate, please upload your Federal cognizant agency letter as part of your Supporting Documents below.

Does your funding request include indirect rate?

- Yes. I have uploaded a letter from my cognizant federal agency below.
- Yes. I am using the 10% de minimus.
- No.

Activity Breakdown

Applicants may apply for a combination of activity types, including developing or completing a Comprehensive Safety Action Plan, as well as additional Supplemental Planning and Demonstration Activities to inform an Action Plan.

If you are applying for Demonstration or Supplemental Planning Activities, you must also develop/complete an Action Plan OR provide a self-certification checklist certifying you have an existing Action Plan in place OR affirm that you are in the process of completing an Action Plan that will contain all of the elements included in NOFO Table 1

Application Type

Develop a new Comprehensive Safety Action Plan

SF-424 Application for Federal Assistance (required) (pdf file)

SF-424A Budget Information for Non-Construction Programs (required) (pdf file)

SF-424B Assurances for Non-Construction Programs (required) (pdf file)

SF-LLL Disclosure of Lobbying Activities (required) (pdf file)

Narrative (required) (pdf file)

Map (required) (pdf file)

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Screenshot of CEJST or ETC Explorer maps (required) (pdf file)

Planning and Demonstration Grant Supplemental Budget (required) (xls file)

Alternative Fatality Data (pdf file)

Self-Certification Eligibility Worksheet (pdf file)

Action Plan (pdf file)

Letters of Support (optional) (pdf file)

Supporting Documents (optional) (pdf file)

[FY 2024 NOFO](#)

The purpose of this notice is to solicit applications for the SS4A grants. Funds for the Fiscal Year (FY) 2024 SS4A grant program are to be awarded on a competitive basis to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users.

[Standard Form HELP](#)

Review the following to assist you with common SF-424 details.

[SF-424](#)

The SF-424 Form is required for all SS4A applications and includes important applicant and funding request information. It is important that information in this form is consistent with information provided elsewhere in your application.



The SF-424A Form provides information about the project budget, funding request, and non-Federal match. Note that sections D and E are NOT required.



The SF-424B Form should be signed by a local official with the authority to submit the application on behalf of the organization and enter into cooperative agreements.



The SF-424LLL Form is required for all SS4A applications and addresses any potential Federal lobbying efforts. This form should be completed and signed even if there are no lobbying activities.



This worksheet is required only for Planning and Demonstration Grant applications to conduct ONLY supplemental planning and demonstration activities and is used to determine whether the applicant has a qualifying action plan in place.



Planning and Demonstration Grant Supplemental Estimated Budget Template

- | | | | | | | | | | | | |
|---|--|----------------|-----------|------------------|----------|----------------------|-----|--------------|-----|---------------|------------------|
| <p>1. Federal Award No.
693JJ32540447</p> <p>4. Award To
City of Valdez
212 Chenaga / PO Box 307
Valdez, AK 99686</p> <p>Unique Entity Id.: J4J1BXA95JA8
TIN No.: 96-6000143</p> <p>6. Period of Performance
Effective Date of Award – 24 Months</p> <p>8. Type of Agreement
Grant</p> <p>10. Procurement Request No.
HSA250088PR</p> <p>12. Submit Payment Requests To
See Article 5.</p> <p>14. Description of the Project
Planning grant to evaluate all public roads within the City of Valdez city limits and provide SS4A Action Plan.</p> | <p>2. Effective Date
See No. 16 Below</p> <p>3. Assistance Listings No.
20.939</p> <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590</p> <p>7. Total Amount</p> <table border="0"> <tr> <td>Federal Share:</td> <td style="text-align: right;">\$280,000</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$70,000</td> </tr> <tr> <td>Other Federal Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Other Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$350,000</td> </tr> </table> <p>9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)</p> <p>11. Federal Funds Obligated
\$280,000</p> <p>13. Accounting and Appropriations Data
15X0174E50.0000.055SR30500.5592000000.4
1010.61006600.0000000000.0000000000.0
000000000.0000000000</p> | Federal Share: | \$280,000 | Recipient Share: | \$70,000 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$350,000 |
| Federal Share: | \$280,000 | | | | | | | | | | |
| Recipient Share: | \$70,000 | | | | | | | | | | |
| Other Federal Funds: | \$0 | | | | | | | | | | |
| Other Funds: | \$0 | | | | | | | | | | |
| Total: | \$350,000 | | | | | | | | | | |

RECIPIENT

15. Signature of Person Authorized to Sign

Signature Date
Name: John Douglas
Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date
Name: Hector R. Santamaria
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation’s (the “**USDOT**”) Federal Highway Administration (the “**FHWA**”) and the City of Valdez (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“**SS4A**”) Grant for the Valdez Safe Streets Action Plan.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All (“**SS4A**”) Grant Program,” which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under “Fiscal Year 2024.” Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: USDOT FY24 Safe Street for All Funding

Application Date: 05/15/24

2.2 Award Amount.

SS4A Grant Amount: \$280,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative:

Project will evaluate all public roads within the City of Valdez to develop a SS4A Action Plan. The project will be completed in one phase.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	10/31/2026
Planned SS4A Final Report Date:	12/31/2026

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$280,000
Other Federal Funds:	
State Funds:	
Local Funds:	\$70,000
In-Kind Match:	
Other Funds:	
Total Eligible Project Cost:	\$350,000

(b) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Nathan Duval
Director of Capital Facilities
City of Valdez
300 Airport Road, Valdez, AK 99686
907-835-5478
nduval@valdezak.gov

4.2 Recipient Key Personnel.

Name	Title or Position
John Douglas	City Manager
Nathan Duval	Director of Capital Facilities
Jordan Nelson	Finance Director
Brad Sontag	Project Manager
Barb Rusher	Comptroller

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Alaska
Agreement Officer’s Representative (AOR)
709 W 9th Street Room 851
(907) 586-7418
Alaska.FHWA@dot.gov

and

Diana Harl
Alaska Division Office Lead Point of Contact
Grants Management Specialist
709 W 9th Street, Room 851
(907) 586-7418
diana.harl@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

**ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION**

Study Area: Valdez, Alaska

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

**ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

As streets are evaluated, deficiencies will be evaluated wholistically, and the action plan will prioritize projects and initiatives that will focus on underserved communities and reduce barriers to opportunity.

ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
X	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>

	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The project Action Plan will focus on safety and impacts to all transportation users. A focus on modal shift will be incorporated into the plan to ensure safe pedestrian travel on all City streets. Extreme winter weather conditions will also play a significant factor in evaluation options for the action plan. All modes of transportation need to be able to coexist regardless of the season or the current climate situation; emphasis within the action plan will be placed on implementing projects with robust solutions that will endure the current climate changes in Valdez.

**ATTACHMENT E
LABOR AND WORKFORCE**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

X	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.</p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

2. Supporting Narrative.

The City of Valdez requires all contractors to abide by Title 36 in Alaska state law requiring the payment of prevailing wages on all publicly funded infrastructure projects. Prevailing wage rates are commensurate with Union wages and ensures all types of contractors can compete for Public Works bids.

**ATTACHMENT G
CIVIL RIGHTS AND TITLE VI**

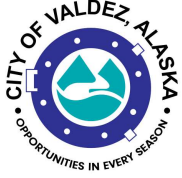
1. Recipient Type Designation.

Recipient Type Designation: New

2. Title VI Assessment Information.

Title VI Assessment Completion Date: See date of execution of this agreement and Exhibit B, Term B.

1



Legislation Text

File #: RES 25-0004, **Version:** 1

ITEM TITLE:

#25-04 - Amending the 2025 City Budget by Appropriating \$100,000 to the Finance Department for Assessing Services Contract to be Transferred from Repayment Reserve

SUBMITTED BY: Casey Dschaak, Acting Finance Director

FISCAL NOTES:

Expenditure Required: \$100,000

Unencumbered Balance: \$15.8MM

Funding Source: 350-0650-55000, Repayment Reserve

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

This resolution reallocates funds for assessing services pursuant to Ordinance 24-16 related to local taxation of oil and gas exploration, production, and pipeline transportation property deemed not taxable under AS 43.56

CITY OF VALDEZ, ALASKA

RESOLUTION #25-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2025 CITY BUDGET BY APPROPRIATING \$100,000 TO THE FINANCE DEPARTMENT FOR ASSESSING SERVICES CONTRACT TO BE TRANSFERRED FROM REPAYMENT RESERVE

WHEREAS, the City of Valdez enacted by ordinance Chapter 3.30 of Valdez Municipal Code entitled Oil and Gas Exploration, Production, and Pipeline Transportation Property Tax; and

WHEREAS, the city has entered into a professional services agreement expanding assessment services related to oil and gas exploration, production and pipeline transportation property tax; and

WHEREAS, Council has established a Repayment Reserve as a funding source for expenses related to taxation of Escaped Property; and

WHEREAS, budget amendments must be formally appropriated via budget amendment Resolution.

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

Section 1: Finance Department Contractual Services, 001-5200-43400 is increased by \$100,000.

Section 2: Repayment Reserve, 350-0650-55000 is decreased by \$100,000

Section 3: Transfer to General Fund, 350-0050-49100 is increased by \$100,000.

Section 4: Transfer from Reserve Fund, 001-0050-39140 is increased by \$100,000.

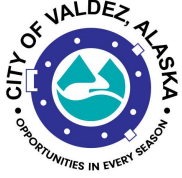
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 7th day of January 2025.

City of Valdez, Alaska

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: RES 25-0005, **Version:** 1

ITEM TITLE:

#25-05 - Adopting an Alternative Allocation Method for the FY25 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

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution #25-05.

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 \$770,000 based on the 2023 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 \$21,752.02 will be equally distributed, and each municipality (Cordova, Valdez, Whittier) shall receive \$7,250.67. Please refer to attached allocation summary.

CITY OF VALDEZ, ALASKA

RESOLUTION #25-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ADOPTING AN ALTERNATE ALLOCATION METHOD FOR THE FY25 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 FY25 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 2023 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 FY23 funding available within the FMA 15: PRINCE WILLIAM SOUND AREA in agreement with all other municipalities in this area participating in the FY25 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 resolution certifies that the following alternate allocation method fairly represents the distribution of significant effects during 2023 of fisheries business activity in FMA 15: PRINCE WILLIAM SOUND AREA:

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

Resolution No. 25-05
Page 2

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, this 21st day of January, 2025.

CITY OF VALDEZ, ALASKA

Dennis Fleming, 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
Anchorage Office

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

November 8, 2024

City of Valdez
PO Box 307
Valdez, AK 99686

Dear Cheri Pierce:

The Department of Commerce, Community, and Economic Development is pleased to announce availability of the **FY 2025 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 \$770,000.00 based on 2023 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, 2025**. 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, 2025**

Applications can be scanned and emailed to caa@alaska.gov with the subject line **“City of Valdez, FY25, SFBT”**. If you have any questions about the program or require assistance in completing the application, please contact Lindsay Reese at lindsay.reese@alaska.gov or call (907) 269-7906.

Sincerely,

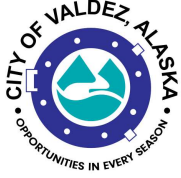
Lindsay Reese
Lindsay Reese
Grants Administrator 2

FMA 15: Prince William Sound

			LONG	FY 22 Landing Tax Allocation \$0.00	Reference Number	
Total allocation: \$21,752.02						
Community	Population	Calculated Allocation		Calculated Allocation		Total Distribution
City of Cordova	2,540	\$7,250.67		\$0.00	25-SF15-01	\$7,250.67
City of Valdez	3,852	\$7,250.67		\$0.00	25-SF15-02	\$7,250.67
City of Whittier	255	\$7,250.67		\$0.00	25-SF15-03	\$7,250.67
Totals	6,647	\$21,752.02		\$0.00		\$ 21,752.02
Community Count	3					
*Three municipalities share available funding equally.			FBT + FLT CHECK	\$21,752.02 OKAY		

FMA 16: Yakutat

FY 22 Landing Tax Allocation Reference



Legislation Text

File #: 25-0035, **Version:** 1

ITEM TITLE:

Procurement Report: Professional Services Agreement with R & M Consultants Inc. for Title 16 Revision Project in the amount of \$89,755.

SUBMITTED BY: Paul Nylund - Senior Planner/GIS Technician

FISCAL NOTES:

Expenditure Required: \$89,755

Unencumbered Balance: 0

Funding Source: 001-5500-43400

RECOMMENDATION:

Receive and File

SUMMARY STATEMENT:

A comprehensive rewrite of the Valdez Municipal Code Title 16 Subdivisions, was a primary action identified in the Plan Valdez 2021 Comprehensive Plan. Specifically Goal 2.1 - Plan for responsible growth, which states “responsible growth occurs through deliberate planning, resulting in decisions that are predictable, equitable, and cost effective.” Action item D under this goal reads as follows: “Conduct a comprehensive rewrite of Title 17-Zoning, and Title 16 Subdivisions to implement Plan Valdez.”

The city issued a request for proposals for the Title 16 revision on October 17th, 2024, which closed on November 15, 2024. The sole proposal received was from R & M Consultants Inc. R&M is an experienced and qualified firm with offices in Anchorage, Fairbanks and Juneau that is well suited for revising the subdivision code. Their original proposal included a significantly broader scope than what was anticipated by city staff. After discussions with R&M around utilizing the results from the robust public process of the comprehensive plan and zoning code revision, an updated scope was developed.

The project has already begun with a kick-off meeting on January 13th and is expected to be completed in late 2025.

CITY OF VALDEZ

TITLE 16

SUBDIVISIONS CODE REVISION



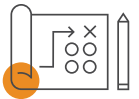


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R&M No. 0001.00 (24-87)

November 15, 2024

Paul Nylund
Community Development Department
City of Valdez
212 Chenega Avenue
Valdez, AK 99686
via email: pnylund@valdezak.gov

RE: Title 16 - Subdivisions Code Revision

Dear Mr. Nylund and Evaluation Committee Members:

The City of Valdez is seeking a consultant to conduct a full revision of the City's Title 16 Subdivision code. This update will implement the 2021 Comprehensive Plan: Plan Valdez as a complement to the recently adopted Title 17 Zoning Code update. Title 16's update is integral for modernizing new subdivision requirements to help facilitate new housing development to meet the ongoing demands for community prosperity, economic development and continued livability in Valdez's unique environment.

R&M CONSULTANTS, INC. (R&M) has supported local communities throughout Alaska for 55 years. To successfully complete this code revision, R&M has assembled an integrated, experienced team of professionals with expertise in code analysis, compliance and implementation; land use planning; zoning and rezoning; and subdivision design and platting to work with the City to revise Title 16. This team has collaborated on many land use planning projects, delivering innovative solutions and plans that are tailored to each client and community. We are ideally suited to meet the City's needs for this code revision for the following reasons:

- » **Alaskan Code Analysis and Reorganization Experience.** R&M has provided land use code amendments, development policy updates and design criteria recommendations to public agencies, giving us a comprehensive body of knowledge of policy, an understanding of how to update those policies for successful outcomes and knowledge of how to implement those policies through projects. Our Project Manager **Dave Whitfield** comes to the R&M team from a 20-year career at the Municipality of Anchorage, where he gained extensive experience working on Municipal Title 21 zoning and platting code amendments. Our work has also included revision of the Title 17 Land Use Code in the Matanuska-Susitna Borough (MSB), a rewrite of Title 10 Rezoning Code for the City of Houston, zoning code amendments for the City & Borough of Juneau, and zoning ordinance rewrites for the City of Homer and City & Borough of Yakutat.
- » **Experts in Land Use Planning.** R&M is experienced with all aspects of land use planning, including zoning and land use regulations, subdivision platting, development feasibility analysis, site selection, land use studies, site plans, and conditional use and rezoning applications. We have performed these services for public and private clients throughout the state, including in Seward, Homer, Juneau, Yakutat, Anchorage, MSB and Unalaska.
- » **Commitment to Collaboration.** Our team is passionate about the work we do and enjoys working collaboratively with our clients, stakeholders and the community to create plans and projects that reflect the needs and desires of each unique community. We firmly believe that integrating diverse perspectives will yield the best planning and design outcomes. Our goal is to be true partners with the City.

- » **Innovative Community Outreach Techniques.** R&M uses effective and tested community outreach techniques that collect data and meet public participation requirements, but go beyond to reach successful project outcomes. Our Public Involvement Specialists are trained and experienced in communicating complex and often controversial projects, tailoring our presentations to a specific audience, including community groups and decision makers. We recognize each audience, in each geographic area, learns differently, so we use a variety of communication tools to facilitate understanding of the issues.
- » **Strong Multi-Discipline Team.** Project outcomes are better when several disciplines are involved during the problem identification and solutions phases. Our team includes land use planners and public involvement specialists, supported by land surveyors and civil engineers, to give the project the technical rigor needed to make realistic and implementable recommendations.

R&M focuses on providing superior, innovative professional services emphasizing accessibility, responsiveness, commitment, quality and integrity in all we do. Our team enjoys working on projects like this that focus on improving the day-to-day lives of Alaskans. We are committed to partnering with the City of Valdez to revise the Title 16 code. If you have questions with regard to this proposal, or the qualifications of the R&M team, please contact me or Project Manager Dave Whitfield at the numbers on this letterhead or via e-mail at lstory@rmconsult.com or dwhitfield@rmconsult.com. As Chief Executive Officer at R&M, I am authorized to make representations on behalf of the firm.

Sincerely,

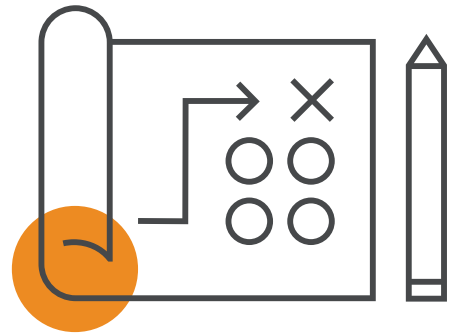
R&M CONSULTANTS, INC.

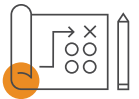


Lendle C. Story, PLS
Chief Executive Officer

LCS:caw

APPROACH AND SCOPE OF WORK





Approach & Scope of Work

APPROACH

The City of Valdez adopted a new Comprehensive Plan in 2021 that reflects their current vision, goals and future aspirations. Since Plan Valdez was adopted, Title 17 Zoning Districts was updated to implement the Comprehensive Plan. Title 17's update reduced red tape, provided more flexibility in development and allowed for accessory dwelling units to address Valdez's need for additional affordable housing.

Valdez is making strides towards addressing the community's growing need for housing. The City continues to fund the Land Development and Housing Incentive programs. These programs are important tools to encourage completion of more housing options for the City of Valdez. The next step in the City's progress towards housing and development is an update to Title 16 Subdivisions. This update will balance private property rights with community vision, amend the Title's standards to adjust to Valdez's unique environmental characteristics, and increase its ease of reading and implementation.

SCOPE OF WORK

One of the many challenges when revising, updating or creating new land use code is ensuring the final product encourages growth in a responsible manner. The **R&M CONSULTANTS, INC.** (R&M) team has extensive experience working with municipalities, cities and boroughs to analyze, write, revise and implement code and comprehensive plans that will guide development for the Title 16 Subdivisions Code Revision. Our approach to providing the requested services is outlined below.

Task 1: Review Valdez Comprehensive Plan - Plan Valdez

In developing this proposal, we reviewed Plan Valdez and summarized goals, objectives and strategies related to subdivisions. This process will be ongoing throughout the entire project to ensure code revisions are not in conflict with community desires. In addition, we researched Title 17 Zoning Code and the City of Valdez Capital Improvement Program and budget to develop a foundational understanding of the planning and policy decisions and processes, as well as development patterns. The summary report will provide useful information to assess success in achieving the current plan's goals through Title 16 revisions. We will work with staff subject matter experts (SME) such as Community Development Department (CDD) staff, Public Works and Capital Projects to confirm our understanding of the following Plan Valdez Goals and Action Items related to Title 16 revisions:

- Goal 6.2 - Minimize environmental impacts.
- Goal 6.3 - Promote efficient uses of resources.
- Goal 7.1 - Reduce the community's vulnerability to natural events.

- Action Item 2.1.G - Investigate development standards to establish a fair allocation to developers of the costs for required off-site improvements needed to help support the impacts of development projects on public infrastructure.
- Action Item 2.1.N - Ensure that snow storage sites are maintained and assessed to match development and community needs. Snow storage is a critical need in developed areas, but is not mapped or monitored. Future land use and development in the community may modify the need, location and size of snow storage areas to allow the community to operate in winter



TASK 1 DELIVERABLES

Comprehensive summary report of plans and goals identified in the Comprehensive Plan to inform Title 16 revisions.

Task 2: Review Current Title 16 Subdivision Code

Code Assessment. R&M's staff is experienced in land development, from multi-family to small and large commercial developments throughout Alaska, including the communities of Seward, the Matanuska-Susitna Borough (MSB), Municipality of Anchorage (MOA), Fairbanks North Star Borough (FNSB), Petersburg and Juneau. R&M starts every project with completing a project planning checklist, which includes an evaluation of the area's development code requirements. It also includes outlining required permitting, which can include local planning reviews, building permits, platting, wetlands and other federal, state and local requirements. R&M has extensive knowledge of reviewing and implementing MOA Title 21 Zoning, City of Seward Titles 15 and 16 Land Use and Subdivision Codes, and other land use regulations in Alaska.

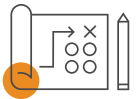
Additional tasks should include:

- Review and analyze subdivision variance requests and approvals over the past five years. Reviewing of subdivision variances provide vital information that informs the need for future code amendments. In 2024, our research indicates Valdez granted two variances or exceptions to the code to facilitate development. In addition, three Conditional Use Permit (CUP) applications were granted. Understanding the types of variances and CUP requests will help inform Title 16 revisions.
- Clarify Variance (16.04.060) language with more specificity to provide certainty for development and developers.



TASK 2 DELIVERABLES

Technical Memorandum on Code Review



Task 3: Analyze and Identify Areas of Concern

One of the challenges with code revisions is identifying potential limiting factors or obstacles for development once code is implemented. Due to our team's familiarity with code analysis and implementation, we will help identify some of these potential hurdles, reducing the need for future code modifications. The R&M team will provide an assessment focusing specifically on which practices are best suited to Valdez based on an evaluation of population, local climate and environmental constraints such as steep slopes and avalanche/landslide, flooding and tsunami concerns, existing and future development patterns, community acceptability and needs. We will work with CDD staff, the development community, the Steering Committee, Planning and Zoning Commission (PZC) members and other interested and potentially affected interests throughout this code revision to ensure we identify the correct issues to be addressed in this Title 16 code revision. Our strategy for public education and involvement is outlined in *Task 5 - Public Outreach Plan*.

In addition to our findings in Task 2, we identified several areas that could be revisited with CDD staff to confirm if they should be addressed with this code update, including:

- 900' cul-de-sacs and issues with emergency access.
- Plat processing timelines to find areas of efficiency for recording final plats in the Anchorage recorder's office.



TASK 3 DELIVERABLES

Technical Memo on Identified Areas of Concern

Task 4: Develop Code Revision Recommendations

Based on our review of Title 16, Title 17 and the Comprehensive Plan, we identified the following preliminary areas that may be included in code revisions:

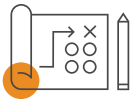
- **Consider the establishment of new Alternative Subdivisions, such as Conservation Subdivisions and/or Unit Lot Subdivisions.** Valdez is environmentally unique, with parts of the City susceptible to flooding, erosion, earthquakes and landslides. The establishment of new subdivision types that put importance on preserving environmentally sensitive lands, while also allowing for safe and responsible development, has been used with success in other communities. In the more urban areas of Valdez where medium to high density is desired, Unit Lot Subdivisions may be used to provide smaller, fee simple lots of attached dwelling units. Financing has historically created challenges in developing condominium style developments. In some cases, financial institutions require 50-75% of the units to be pre-sold prior to securing funding. Unit Lot Subdivisions are a lending tool that allow the developer to obtain financing more easily for the project, while at the same time creating more affordable dwelling units on fee simple lots.

- **Establish an administrative approval process for minor subdivisions.** The City of Valdez Subdivision regulations distinguishes between major and minor subdivisions. However, it appears that in both cases, approval authority lies with the PZC. In the case of minor subdivisions with no variances or vacations of rights-of-way, an administrative review and approval process would be beneficial. This may reduce cost and provide approval expeditiously.
- **Extend the approval period for both minor and major subdivisions.** In Alaska, where development occurs primarily in the summer months, a small setback in the permitting process could result in a year(s) long delay. By extending the approval period, you're giving the developer ample time to resolve all conditions associated with plat approval rather than needing to come back after 12 months for an administrative extension. Consider 18-24 month approvals with one administrative 18-24 month time extension.
- **Establish public and private snow disposal sites.** Valdez receives on average 330" of snow annually, triple many other parts of the state. Valdez should consider establishing a reliable standard for required snow storage areas. Furthermore, use of public recreation space and residential land for snow storage should be reviewed to determine if this is the highest and best use.
 - Establishment of additional large-scale public and private snow disposal sites.
 - Consider snow storage easements adjacent to right-of-way at the time of subdivision.
- **Reduce minimum lot depth.** The current lot depth requirement in Valdez is a minimum of 100'. Reduction in the minimum lot depth to 60'-80', may, in some cases, create opportunities for additional lots for housing.
- **Reducing setbacks for corner and double frontage lot to create more land for housing development.** A property owner's ability to develop is often dictated by the developable envelope of the lot. Reducing the setbacks for corner and double frontage lots will provide a larger footprint and allow for design flexibility.



TASK 4 DELIVERABLES

In addition to the above analysis, R&M will provide an analysis/assessment report focusing specifically on which practices are best suited to Valdez based on the code evaluation, local climate, existing and future development patterns in practice and as recommended by the Comprehensive Plan, community acceptability and needs.



Task 5: Public Outreach Plan

A lot of community outreach has occurred during the last several years for the Comprehensive Plan update, as well recently for Title 17 Zoning District code update. We will ensure that our outreach plan and tools for implementing it are clear in the outreach objectives. While the Comprehensive Plan is at the 5,000’ level, the Plan’s implementation through its land use code updates and subdivision code changes will have more scrutiny and participation from the development community, real estate industry and design industry who implements projects. Our public participation/involvement program will focus on tying changes to Title 16 code to the Comprehensive Plan, where necessary, to update outdated standards or regulations that better reflect the Comprehensive Plan’s vision, goals and recommendations. We recommend the following strategies for working with potentially affected interests, stakeholders, development community and City leadership:

Steering Committee (SC). We recommend a SC made up of industry representatives, including real estate, land developers, housing contractors, affordable housing organizations, economic development professionals and one-to-two members from the Comprehensive Plan committee for consistency. We also recommend working with Valdez staff to ensure recommended Title 16 changes are implementable and enforceable. We propose two meetings with the SC at the following milestones:

- Meeting 1 – Introduction of the project and the need for code revisions, summary of code assessment and related Title 17 and Comprehensive Plan objectives and goals to be achieved.
- Meeting 2 – Draft revision to Title 16 for feedback.

PZC Work Sessions. Our formal adoption strategy at the PZC Commission and City Council Hearings are in *Task 8 - Review and Adoption Process*.

Public Workshop. The public will review and provide feedback on the Draft Title 16 Code Update, after completion of Task 5 Recommendations. Our presentation and community conversation will focus on major content changes, how to read or interpret the proposed code, and communicating its practical significance by applying it to familiar Valdez examples.



TASK 5 DELIVERABLES

- Public Outreach Plan
- Implementation Schedule for Code Revision
- Meeting Agendas, Materials and Advertisements
- Public Engagement Outcome Summaries for each Public Interaction

Task 6: Draft Proposed Title 16

The work of the preceding tasks will culminate with development of the internal draft Title 16 Code. We will workshop draft revisions to Title 16 with CDD staff prior to releasing a public review draft. Title 16 is implementation zoning, a tool for decision-making, and should be easily understood by a wide variety of audiences. We will present the preliminary draft to CDD Staff and the SC (Meeting 2) and release it for inter-agency review and comment. After review and resolution of CDD Staff and inter-agency review comments, we will create and distribute the public review draft of Title 16 for public review.

Test Project and Case Study. In reviewing the City’s 2024 budget and other City of Valdez resources, including recent news articles, increasing the housing supply and ensuring new housing is attainable is an area of concern that Title 16 revisions should focus on. After we have developed a new Title 16 with the CDD Staff/PMT, we recommend testing it with a concept project to ensure it will be implementable. We will develop a conceptual site plan based on the recently adopted Title 17 Zoning ordinance and the revised Title 16 code to show how a new housing project would be implemented.



TASK 6 DELIVERABLES

- Internal Draft of Title 16
- Inter-agency Review Draft of Title 16
- Public Review Draft of Title 16

Task 7: Draft New Ordinance with Revision to Title 16

We will prepare a draft ordinance based on the agreed upon draft revisions to Title 16 with CDD staff. We will organize a work session with City Clerk and City Attorney’s office to ensure compliance with the City’s charter.



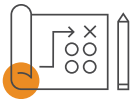
TASK 7 DELIVERABLES

- Draft Ordinance
- Public Review Ordinance

Task 8: Review and Adoption Process

Our team will be available to assist City of Valdez CDD staff and City Clerk’s office staff with the code adoption process by providing presentations, preparing draft and final ordinances, and attending public hearings. We will successfully present the updated code for adoption. Our support will include:


- PZC Work session 1 – to introduce the code revision, research and analysis to date, and provide an overview of the process and schedule.
- PZC Work Session 2 – facilitate review of draft ordinance and recommended changes to Title 16.
- Incorporating changes from PZC work session 2 into a public review draft of Title 16 revisions.



- PZC Public Hearing on Title 16
- After the hearing, updating the code revisions and work with CDD Staff and the City Clerk’s office for City Council introduction (1st reading) and City Council Public Hearing for Adoption (2nd reading).

- Incentivize more senior living housing, such as Valdez Senior Living Apartments, which is underway.
- Consider a tax abatement program that will offset the cost of housing development, such as an Accessory Dwelling Units (ADU) incentive grant.

Final Title 16 Code. We will capture changes to the code from Tasks 6 and 7 in this task. We will provide a comment response matrix with identified changes and the reasons for the changes to document the process. The code will become final with adoption by City Council, the final step in Task 8.



TASK 8 DELIVERABLES

- Code Adoption
- Final Title 16 Subdivision Code

UNDERSTANDING COMMUNITY NEEDS

During development of the Comprehensive Plan, a Community Survey was used to focus the plan’s priorities by asking Valdez residents to rank public funding priorities. The 2020 Community Survey resulted in housing as the top priority, with expanded public water and service as the second highest priority. Residents were also supportive of economic development in Valdez through providing new water, sewer and road connections as the third highest priority with 49% support in the survey. With this understanding, the City’s 2024 budget priorities and the goals and action items from Plan Valdez, we will focus Title 16 Code Revisions to help the City move forward in achieving these goals. While updating Title 16 is one lever the City can use to facilitate more housing development, it is one of many tools that can be concurrently implemented to continue the momentum Valdez has started.

Below is a preliminary list of recommendations and action items outside of code revisions to facilitate housing:

- Create a Chief Housing Officer position that works with CDD Staff, Financing and Public Works to coalesce efforts on attaining new housing.
- Develop Private Public Partnerships (P3) for housing development, which helps developers offset the cost of new construction infrastructure such as utilities, water and sewer, roads and drainage.
- Extend the Housing Incentive Program, which was adopted by the City Council in 2022 and expires on December 31, 2025 to continue to provide a \$10,000 cash payment for the creation of qualifying new dwelling units in Valdez.
- Extend the Alaska Housing Land Development Grant Program, which expires on December 31, 2024,

UNIQUE CHALLENGES

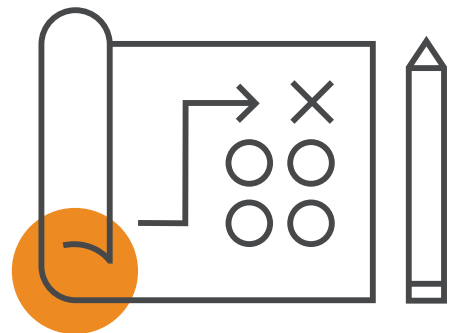
A significant portion of developed areas in Valdez are within mapped natural hazard areas susceptible to tsunamis, flooding, erosion, liquefaction during earthquakes or landslides, and avalanches. Fire danger is also a risk, as well as snow loads in the winter from high precipitation. Future subdivisions and development in Valdez will need to consider the risk of natural hazards in addition to areas already developed in high hazard zones such as Alpine Woods Nordic Subdivision, Corbin Subdivision, Valdez Glacier Stream Valley, Slater Creek and Corbin Creek Valleys, Valdez Airport, Mineral Creek drainage and Richardson Highway MP 0 to MP 3.0 (within the City) and MP 10 to MP 20 (City limits). In addition to natural hazards as a constraint for growth, we have identified the preliminary challenges from our review of Valdez studies, plans and resources related to the housing supply shortage:

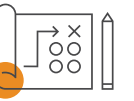
- Aging housing stock.
- Housing affordability.
- Variety of housing for vulnerable populations such as low-income and senior populations.
- Mobile homes not constructed to a standard suitable for Valdez’ severe and harsh climate.
- Cost of construction for development.
- Utilities expansion and connections.

PUBLIC OUTREACH PLAN

Our public outreach plan is discussed under Task 5.

WORK SCHEDULE/PROJECT TIMELINE

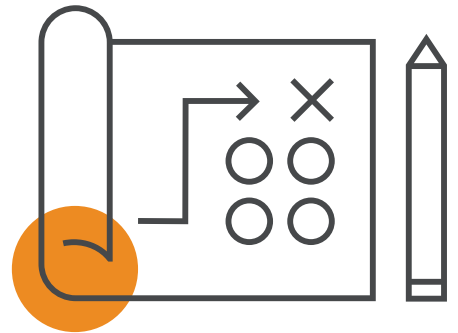


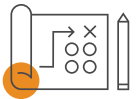


Work Schedule and Project Timeline

TASK	DELIVERABLE	TIMEFRAME	2024	2025												2026		
			DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	
NTP	Kickoff Meeting	12/2024	●															
	Scope & Schedule Refinements	12/2024	●															
PROJECT MANAGEMENT AND COORDINATION	Every 3 weeks recurrence with Valdez PMT	12/2024 - 2/2026	[Continuous orange bar]															
	Workshopping Tasks	12/2024 - 2/2026	[Continuous orange bar]															
1: COMPREHENSIVE PLAN REVIEW	Comprehensive Summary of plans and goals identified in the Comprehensive Plan to inform Title 16 revisions.	12/2024 - 1/2026	[Orange bar from Dec 2024 to Jan 2026]															
2: TITLE 16 CODE ASSESSMENT	Code Assessment Report	12/2024 - 1/2026	[Orange bar from Dec 2024 to Jan 2026]															
3: ANALYZE AND IDENTIFY AREAS OF CONCERN		1/2025		[Orange bar]														
4: DEVELOP CODE REVISION RECOMMENDATIONS	Best Practices Analysis/Assessment Report	2/2025 - 3/2025			[Orange bar]													
5: PUBLIC OUTREACH	Public Outreach Plan	12/2024 - 1/2025	[Orange bar]	[Diamond]														
	Meetings with City Departments	12/2024 - 2/2025	[Orange bar]															
	Steering Committee Meeting 1	1/2025		[Diamond]														
	Steering Committee Meeting 2	4/2025						[Diamond]										
	Release for Public Comment	5/2025							[Diamond]									
	Public Workshop	5/2025							[Diamond]									
	PZC Work Session 1	1/2025		[Diamond]														
	PZC Work Session 2	4/2025							[Diamond]									
6: DRAFT PROPOSED TITLE 16	Preliminary Draft	4/2025						[Orange bar]	[Diamond]									
	Public Hearing Draft	6/2025								[Orange bar]	[Diamond]							
7: DRAFT ORDINANCE	Draft Ordinance	6/2025								[Orange bar]	[Diamond]							
	Public Review Ordinance	7/2025									[Orange bar]	[Diamond]						
8: REVIEW AND ADOPTION PROCESS	PZC Public Hearing	8/2025										[Orange bar]	[Diamond]					
	City Council Introduction (1st Reading)	9/2025											[Orange bar]	[Diamond]				
	City Council Public Hearing (2nd Reading)	11/2025													[Orange bar]	[Diamond]		
	Update Title 16 based on City Council Adoption/ Review Comments	1/2026 - 2/2026															[Orange bar]	[Diamond]
	Final Deliverable	2/2026																[Diamond]

QUALIFICATIONS AND EXPERIENCE





Qualifications and Experience

FIRM EXPERIENCE

R&M is an Alaskan professional services firm with a long and successful history on a variety of projects throughout the state. Founded in 1969, on the cusp of our state's infrastructure boom, R&M has been involved in some of Alaska's most significant projects. With 101 professional, technical and administrative staff members, all of whom are based in Alaska, our firm is truly 100% committed to the state. From offices in Anchorage, Juneau and Fairbanks, we provide quality professional services focused on improving the infrastructure that makes a real difference in the day-to-day lives of Alaskans - bridges, roads, water and wastewater systems, airports, schools, and ports and harbors. R&M's vision is *Innovating Today for Alaska's Tomorrow*.

R&M is uniquely positioned to work with the City of Valdez to update their subdivision code. We have supported local organizations and agencies throughout Alaska for 55 years. Our team works within a multi-discipline firm environment that allows us to take a comprehensive view of projects and have significant depth in assessing community impacts, whether physical,

social, economic or environmental. We are experienced in all facets of land use planning and public involvement, and have an experienced project team that is familiar with Alaskan communities.

R&M has provided land use code amendments, development policy updates and design criteria recommendations to public agencies, giving us a comprehensive body of knowledge of policy, an understanding of how to update those policies for successful outcomes and knowledge of how to implement those policies through projects. R&M also has experience with zoning and land use regulations, subdivision platting, development feasibility analysis, site selection, land use studies, site plans, conditional use and rezoning applications, development master plans, public involvement and project management. We have performed these services for public and private clients throughout the state, including in Seward, Homer, Juneau, Yakutat, Anchorage, MSB and Unalaska.

In addition, our planners, surveyors and engineers are regular presenters to Municipal Boards and Commissions and have a thorough knowledge of how to navigate approval processes.

Relevant Projects

Anchorage Municipal Code Title 21 Land Use Regulations Update | Anchorage

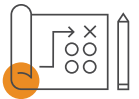


Dave Whitfield and Van Le (*under previous employment*) worked on several iterations of Anchorage's Title 21 Land Use regulations update, including the 2011 rewrite and, more recently, to add more flexibility to zoning and subdivisions to support new types of housing to meet the Municipality's increasing need. Land use regulation updates included Unit Lot Subdivision regulations as an alternative subdivision type, amendments to ADU regulations, and the 3 and 4-plex ordinance, which provided flexible regulations to incentivize infill development of multi-family dwellings. The code revisions also included alternatives for open space requirements for multi-family development to increase the available footprint for residential development.

MSB Title 17 Revision | Mat-Su Valley



R&M supported the MSB Planning Department in reorganizing their Title 17 land use code into a new Title 30 to address years of sporadic revisions and addition to the code to address specific issues. R&M worked to address many of the issues with the existing code, including duplicate and conflicting definitions, challenging enforcement due to conflicting or ambiguous rules, and redundant and conflicting processes. Ultimately, R&M provided a reorganized Title 30 to improve its functionality, ease of understanding, interpretation and enforcement, and ensure better integration of land use regulations as the Borough continues to grow.



City of Houston Comprehensive Plan and Code Assessment | Houston



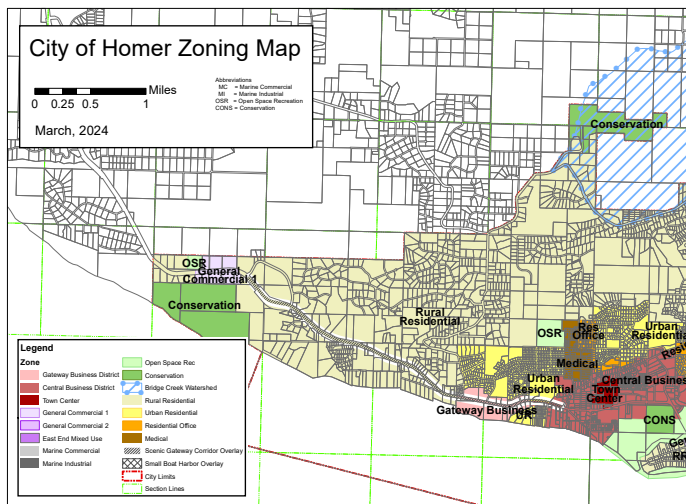
R&M led development of the City of Houston’s Comprehensive Plan Revision, which provides long-range planning guidance for Houston’s growth for the next 20 years. The Comprehensive Planning process included a reevaluation of the current plan and existing conditions, population projections, needs assessment and goal setting through a community survey, land use analysis (including a build-out analysis) and a GIS mapping-based scenario planning for future growth. As an implementation action of the Comprehensive Plan, R&M conducted a municipal code evaluation and code revision to support economic and community development, including more commercial, mixed use, housing and utility expansion. R&M supported the ordinance drafting, PZC and City Council adoption.

City & Borough of Juneau Code Amendments | Juneau

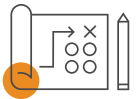


Beth McKibben (*under previous employment*) authored numerous amendments to the City & Borough of Juneau’s (CBJ) zoning code. These included major amendments to the accessory apartment requirements, panhandle subdivision requirements, and nonconforming situation requirements. These changes were intended to facilitate additional housing. Additionally, Beth developed regulations for transitional housing, which is temporary housing used while transitioning residents to permanent housing. This was required due to outdated definitions and criteria for prisons, halfway homes, and orphanages. While Beth was the CBJ Planning Manager, she worked closely with Planning staff to complete amendments to street standards, street reconstruction requirements, frontage and access requirements, variance criteria, as well as the complete re-write of the subdivision requirements, a project that had been underway for almost 10 years. Beth and the Planning staff also completed the development of regulations for marijuana related uses, parking waivers and sobering centers.

City of Homer Zoning Ordinance Complete Rewrite and Significant Code Amendments | Homer



Beth McKibben (*under previous employment*) facilitated numerous amendments to the City of Homer’s zoning code, including development of large retail standards, traffic impact analysis criteria, sensitive areas regulations, creation of two new zoning districts and a major amendment to the sign code. In addition to this code work, Beth initiated, and worked closely with the city’s legal team, to complete a full re-write of the Homer zoning ordinance. This project was a “technical” re-write in that no policy changes were made, but the code was reorganized, inconsistencies removed and sections of unclear or confusing language were adjusted to be clear and concise. This re-write did modify permitting procedures to accommodate processes and reviews that had been added since the code was originally adopted. This project was done ahead of the comprehensive plan update, with an eye towards having a clean code from which to move forward with plan implementation.



PROJECT TEAM

R&M’s in-house planning team includes seven planners, three certified through the American Institute of Certified Planners (AICP), whose work is primarily supporting public government departments with planning, vision, implementation, zoning, land use entitlements and code interpretation. As former MOA and CBJ planning staff, we understand the constraints local governments and agency staff have in their day-to-day jobs.

Our team make-up is shown in the organization chart on this page. The experience and qualifications of our team members are summarized below and provided in more detail in the resumes attached to this proposal. The extensive experience of this talented team, including decades of providing planning, public involvement, land surveying and civil design services to clients throughout Alaska, will allow our team to provide the City with timely, cost effective services and products for this code revision.

CONTRACT MANAGER Len Story, PLS



Len will assist with contract negotiations, provide administrative oversight and ensure R&M’s work adheres to the contract. An employee of the firm for 45 years, he has served as Contract Manager on many term contracts and stand-alone projects. Len is also a professional surveyor and served on the MOA Platting Board for eight years, including as Board Chair. He gives our clients a neutral party with whom to discuss contract issues, ensures consistency in firm services, and allows our project managers to focus on managing the technical aspects of their projects.

References: Mitch McDonald, DOT&PF 907.465.4454; Ryan Anderson, DOT&PF 907.465.3900; Bob Keiner, DOT&PF 907.269.0556

PROJECT MANAGER Dave Whitfield



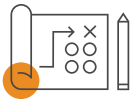
Dave will serve as Project Manager, working collaboratively with the City to ensure each task is executed effectively, efficiently and within the schedule. He will be the primary point-of-contact with the City, managing the operational aspects of the contract, coordinating and scheduling day-to-day Quality Assurance (QA) and overall performance of project tasks.

Dave is the former MOA Planning and Zoning Manager and Platting Officer. He has 20 years of land use planning, subdivision and platting, code analysis, private development, code compliance and implementation for public and private development projects. Dave specializes in community and economic development through comprehensive review of local and regional projects, including site planning, subdivisions, conditional



uses, variances, and dedication of public facilities, such as new roadways. From his work at the MOA, he has extensive experience working on Title 21 zoning and platting code amendments. This includes drafting ordinances, project management and collaborating regularly with multi-discipline teams of engineers, planners and the Anchorage development community.

Dave was staff to the Platting Board, PZC, Urban Design Commission, Zoning Board of Examiners and Appeals, and was also technical support staff to the Anchorage Assembly. He is also a regular presenter on development projects to agencies, community councils and community stakeholder groups.



References: Donna Brechan, MOA 907.343.8219; Kent Kohl-hase, MOA 907.343.8143; Tiffany Briggs, MOA 907.343.7525

**SENIOR LAND USE PLANNER/
PUBLIC INVOLVEMENT**

Beth McKibben, AICP



Beth will lead code revision, land use planning and public involvement tasks. She is a senior level planner with more than 30 years of experience in community planning, working for a variety of Alaskan communities. Beth has been involved in all aspects of local and regional land use planning and permitting, including rezoning, subdivision platting and site selection land use studies. She has extensive experience researching, writing and applying local land use regulations, and possesses the ability to research and evaluate federal, state and local legislation. Additionally, Beth has considerable experience working with, and presenting to a wide variety of agencies, special interest groups, governmental officials and business leaders. She is also former staff to Planning and Zoning Commissions.

While working for CBJ, Beth authored numerous amendments to the zoning code. These included major amendments to the accessory apartment requirements, panhandle subdivision requirements and nonconforming situation requirements. She also worked on zoning ordinance rewrites for the City of Homer and City & Borough of Yakutat. The work for Homer also included numerous amendments to the zoning code, including development of large retail standards, traffic impact analysis criteria, sensitive areas regulations, creation of two new zoning districts and a major amendment to the sign code.

References: Scott Ciambor, CBJ 907.586.0753; Chrissy McNally, FHWA 907.723.9307; Alix Pierce, CBJ 907.586.5240

**SENIOR LAND USE PLANNER
Van Le, AICP**



Van will support code revision and land use planning tasks. She is a senior level planner, specializing in comprehensive and site-specific land use planning and permitting, policy research and analysis. As a former MOA Land Use Planner with 21 years of experience, Van offers experience in all aspects of local and regional planning, including Zoning Code rewrites, overlay district drafting, code implementation, development feasibility analysis, site selection land use studies, site plan and conditional use and rezoning applications for public facilities, and area development plans. She has additional experience in public involvement, zoning and land development regulations, and project management.

Van has been involved in numerous zoning and land use code evaluations and updates. She was updated the MOA Title 21 Land Use Regulations; rewrote the City of Houston’s Title 10

Zoning Code to implement the newly adopted City of Houston Comprehensive Plan that she managed; and led the MSB Title 17 Reorganization, which updated the land use code for the Mat-Su Valley. Van also managed the CSS/CSD Policy that updated the CSS Transportation Projects process for the MOA. In addition, she has substantial experience in land use planning and feasibility studies, including leading four feasibility projects for potential housing development and future lot sales for the TLO and City of Seward.

References: Jason Bickling, City of Seward 907.224.4066; Melinda Gant, ACDA 907.297.4415; James Sears, SCF 907.729.4928

**SENIOR LAND USE PLANNER/
PUBLIC INVOLVEMENT**

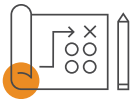
Taryn Oleson-Yelle, AICP



Taryn will support code revision, land use planning and public involvement tasks. She has 10 years of community, land use and transportation planning experience in Alaska. Taryn regularly develops short- and long-range plans, informs policy, supports transportation facility and site design, conducts rigorous community engagement, and successfully navigates plan development and approval processes for land use actions authorized through a variety of agencies, jurisdictions and funding sources. Effective in educating and engaging diverse publics, she regularly leads successful public involvement programs that use print, digital, in-person and virtual methods, with a focus on approachability. Taryn optimizes solutions that benefit her clients and the community.

Taryn has successfully assisted with and written site plan development applications for public schools, roads and parks, as well as the City of Houston Comprehensive Plan and Community Impact Assessment. She was involved in the MOA’s Context Sensitive Solutions Policy Update, MSB Title 17 Reorganization and City of Houston Title 10 Rewrite. Taryn also understands development requirements and how local and regional plans, policies and priorities impact development (directly or indirectly). She is conducting housing feasibility studies, site development assessments, site selection and public facility needs assessments, subdivision development, and permitting, platting and rezoning projects for the TLO, City of Seward, MEA, SCF and Ounalashka Corporation. Taryn is also working on long-range and current transportation plans and projects, site development projects, and recreational trails plan and park master plans in southcentral and interior Alaska.

References: Jason Bickling, City of Seward 907.224.4048; Christina Huber, DOT&PF 907.269.0572; Manny Lopez, MEA 907.761.9311



LAND SURVEYOR/PLATTING SPECIALIST

Dave Hale, PLS

Dave will provide expertise and insight into subdivision platting and development. He has more than 30 years of Alaskan surveying experience, working as a Party Chief, Project Manager and Chief of Parties performing and directing survey work throughout Alaska. As a Senior Land Surveyor with R&M, Dave manages survey projects, performs field work, reduces field data, performs technical computations, and organizes survey deliverables. He has completed plats within the FNSB, MOA, Kenai Peninsula Borough, MSB and through the Alaska Department of Natural Resources (DNR) for plats that fall in the unorganized borough. Dave also serves on the MOA Zoning Board and Appeal.



Dave has served as project manager for the MOA, TLO, City of Seward, Southcentral Foundation, Matanuska Electric Association and many private clients for feasibility studies and subdivisions that required parcel analysis, subdivision design, engineering estimates, site visits, boundary and topographic surveying, public and community meetings, and platting. The feasibility studies include assessing zoning impacts and community development plans, researching geotechnical conditions and construction costs for roads and utilities, and researching boundary, easements, building setbacks and preparing concept designs that make development profitable. The subdivision projects included concept design and the full platting process required by the platting authority. R&M prepared feasibility studies for parcels located in Juneau, Fairbanks and the MSB, and has completed, or is in the process of completing, subdivision plats in Petersburg, the MSB and KPB. Dave also manages feasibility studies and platting actions for the City of Seward under a term contract. He has designed several subdivisions for the City, including a comprehensive study of an 800-acre parcel located on the SMIC Bench east of Seward. The concept design included 674 lots, with 32,625' of roads and utilities with total construction costs of more than \$100M for full buildout.

References: Shawn Odell, MOA 907.343.7941; Katie Vachris, TLO 907.269.7927; Jason Bickling, City of Seward 907.224.4048

PLANNER/PUBLIC INVOLVEMENT

Rachael Selby, EIT

Rachael will support planning and public outreach tasks. She joined R&M in July 2022 and recently transitioned to the Planning Department. Rachael has demonstrated strong organizational skills, experience with technical reviews and a commitment to completing tasks in a timely manner.



As a former resident of Valdez, Rachael brings valuable insight

to the project, having firsthand experience with the local history and the challenges of living in the area. She has actively contributed to drafting Public Involvement Plans and materials for public and stakeholder meetings on several projects, including the AMATS Complete Streets Plan, KPB Transportation Safety Plan, Ounalashka Lands Plan, MOA Recreational Trails Plan, DOT&PF Minnesota and I/L Street Corridor Plan, AMATS Climate Action Plan and the AMATS Regional Household Travel Survey.

References: Laresa Syverson, Ounalashka Corporation 907.581.1276; James Starzec, DOT&PF 907.269.0507; Aaron Jongenelen, AMATS 907.343.8254

QA/QC

Don Porter, PE

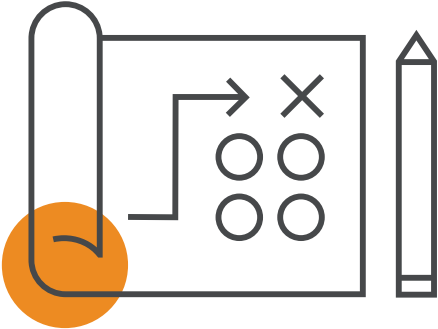
Don will conduct independent peer review to ensure our services and work products meet the needs of the City. He has been assigned this critical role due to his experience with design standards and project intricacies. Don has 35 years of civil engineering experience, which includes serving as project manager and/or project engineer for a variety of projects with significant utility development, site work, road and airport improvement for public and private clients throughout Alaska. He is the most diversely experienced civil engineer on the R&M team, with a talent for working collaboratively with multi-discipline teams to design solutions to challenges in Alaska's remote conditions.

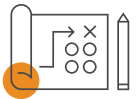


Don has been involved in the planning and design of infrastructure solutions for several municipalities in Alaska and served on the MOA Platting Board for nine years, including serving as Board Chair. His experience includes a water line relocation for the City of Cordova, a Utility Master Plan for the City of Seward, and numerous water and sewer projects for the Anchorage Water and Wastewater Utility. Don is also familiar with Valdez, having led utility upland development for the Valdez Harbor. He has a practicable understanding of the project development process and understands which project aspects are critical to keep projects advancing. This experience and his high attention to detail will help support the success this code revision.

References: Leif Stavig, City of Cordova 907.424.6220; Brian Baus, AWWU 907.550.5901; Jason Bickling, City of Seward 907.224.4048

EXAMPLES OF WORK





Examples of Work

R&M offers the following examples of work. Scan the QR code or click the weblink below to view the examples.

City of Seward Hemlock Subdivision Concepts Draft Report

The Hemlock Subdivision began with a feasibility study for the City of Seward. The City has a need for additional housing and would like to create new lots for sale within the community. Record information and publicly available contours, aerial mapping and geotechnical information was used to design a subdivision that maximizes the value and number of the lots. Three concept designs were created and the merits of each discussed in the final feasibility study report delivered to the City.



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City of Seward SMIC Bench Feasibility Report

The Seward Marine Industrial Center (SMIC) Bench Subdivision was a design concept of an 800-acre development owned by the City of Seward. The City has a perpetual shortage of housing and is looking for alternatives in areas in and around the city limits. R&M worked with the City to develop a concept design, with roads and utilities, that would create 674 new lots. An engineer's estimate was included in the final concept report that summarized the costs of 32,625' of roads and a sewage treatment facility.



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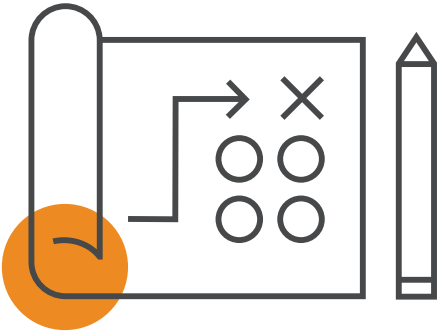
City of Houston Code Assessment and Comprehensive Plan Implementation and Ordinance

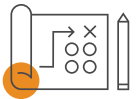
As an implementation action of the City of Houston Comprehensive Plan, R&M conducted a municipal code evaluation and code revision to support economic and community development, including more commercial, mixed use, housing and utility expansion. R&M supported the ordinance drafting, PZC and City Council adoption.



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FEE SCHEDULE AND COST ESTIMATE





Fee Schedule and Cost Estimate

FEE SCHEDULE

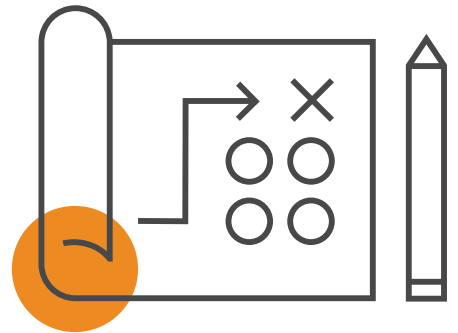
Name	Title	Rate (\$/hr)
R&M		
Dave Whitfield	Project Manager	\$201.60
Len Story, PLS	Contract Manager	\$345.60
Beth McKibben, AICP	Land Use Planner/Public Involvement	\$192.96
Van Le, AICP	Land Use Planner	\$224.64
Taryn Oleson-Yelle, AICP	Land Use Planner/Public Involvement	\$164.16
Rachael Selby, EIT	Planner/Public Involvement	\$115.20
Dave Hale, PLS	Land Surveyor/Platting Specialist	\$210.24
Don Porter, PE	QA/QC	\$244.80

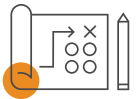
COST ESTIMATE

Below is a summary overview of our cost estimate for the code revision. It is inclusive of all tasks and expenses (travel, in-person meetings, public involvement materials, etc.). More detailed cost information can be found on the following pages.

Task	Cost	Expenses	Subtotal
1. Comprehensive Plan Review	\$23,420	-	\$23,420
2. Title 16 Code Assessment	\$17,433	-	\$17,433
3. Analyze and Identify Areas of Concern	\$9,982	-	\$9,982
3. Develop Code Revision Recommendations	\$16,399	-	\$16,399
4. Public Outreach	\$44,127	\$6,380	\$50,507
5. Draft Proposed Title 16	\$14,230	-	\$14,230
6. Draft Ordinance	\$13,579	-	\$13,579
7. Review and Adoption Process	\$17,672	-	\$17,672
		TOTAL	\$163,222

REFERENCES





References

R&M focuses on providing innovative professional services with superior client service, emphasizing accessibility, responsiveness, commitment, quality and integrity in all we do. We offer the following references to attest to this:

- **JASON BICKLING**

Deputy City Manager, City of Seward
907.224.4066

R&M has worked with the City of Seward providing engineering, planning, land surveying and subdivision platting services through a term contract since 2019. The work includes engineering utility design and master planning, long term planning and re-zoning services, subdivision design and platting, and feasibility studies that analyze City-owned parcels that can potentially be developed to add much needed inventory to the community. The platting process includes a review by the City and KPB, and requires coordination with both entities early in the process to eliminate re-work. The main goal of the City is not to profit from the development, but to provide housing to people working in the community. R&M has worked with the City to create several alternatives for consideration by the Planning & Zoning Board and City Council, and has completed subdivisions in alignment with these goals.

- **DONNA BRECHAN, PLS**
MOA, Municipal Surveyor
907.343.8219

R&M has been supporting the MOA on a professional services term contract for land use planning projects, stakeholder coordination, land development analysis and surveying platting/subdivisions. Our work includes coordination with Municipal departments and other agencies for streamlined permitting processes, including with utility companies.

A key project under a term task order, was a preliminary plat for a 40-lot subdivision in Girdwood for the MOA Heritage Land Bank (HLB) and Real Estate Services. As part of the plat, R&M provided solutions to road improvements required for the extension of Hightower Road, as well as improvement recommendations for interior streets, and demonstrated how the driveways can be constructed to meet Municipal Driveway Standards. The project required submittal of a comprehensive site grading plan to resolve the need for drainage easements and drainage improvements and to demonstrate that post development drainage will not adversely impact adjacent properties or ROW. The drainage plan also addressed measures to be taken in the event that excavation associated with the subdivision agreement or build-out of the lots exposes subsurface flows. All lots in the subdivision conformed to the elevations and drainage patterns shown on the grading and drainage plan approved by the MOA. A groundwater hydrology analysis

was required to determine the seasonal high groundwater table elevation to resolve the need for footing drains and stub-outs. The plat dedicated ROW and public use easements to accommodate the road designations required as a result of the Traffic Impact Analysis, along with dedicated stream maintenance and protection easements for all streams and wetlands located within the subdivision. There was also a proposed vacation of a 100' section line easement requested through a parallel process with DNR. R&M spent considerable time coordinating with multiple agencies, providing explanations and comments, and providing solutions that met Anchorage Municipal Code and regulations. Prior to the final plat approval, R&M prepared an ESCP for the required improvements to prevent the transport of sediment beyond property boundaries or into existing development setbacks and stream maintenance easements for during and after construction.

This subdivision required extensive community involvement during the planning phase. R&M attended several public meetings to gather input from interested landowners and government officials. The platting action also required development of a subdivision agreement that contained all development costs associated with the subdivision. The final products for HLB were a subdivision design with all construction costs in the form of the subdivision agreement that could be sold to a developer interested in constructing the subdivision.

- **KATIE VACHRIS**
Project Manager, DNR Trust Land Office
907.269.7927

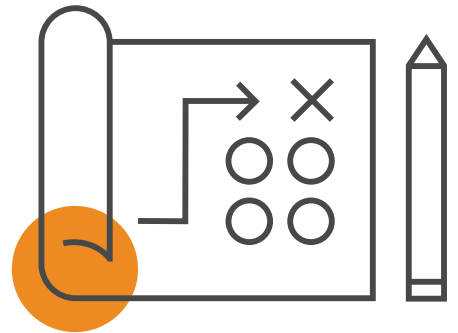
R&M is providing support for land development services that includes feasibility studies, historic analysis of soils, drainages and wetlands, master planning, design engineering, geotechnical studies, subdivision design and platting, and project management assistance.

Feasibility studies include an 80-acre concept design and engineering estimate on E. Boyd Road in the Mat-Su Valley; design and preliminary geotechnical study of a U.S. Survey in Juneau; and 40-acre design, preliminary geotechnical study and engineering estimate for construction costs for a parcel near W. Wood Star Drive in the Mat-Su Valley.

Platting projects include a 100-lot subdivision in Petersburg, a 7-tract subdivision in Kasilof and four additional plats currently in progress on the Kenai Peninsula and Mat-Su Valley. Two of the current plats included collecting LiDAR and aerial imagery using a drone, geotechnical engineering, and design engineering for roads and utilities.

Land Development services for this contract require familiarization with local code and development standards in the CBJ, City of Petersburg, KPB, FNSB and MSB.

RESUMES



Dave has 20 years of land use planning, subdivision and platting, code analysis, private development, code compliance and implementation for public and private development projects. He specializes in community and economic development through comprehensive review of local and regional projects, including site planning, subdivisions, conditional uses, variances, and dedication of public facilities such as new roadways.



DAVE WHITFIELD
PROJECT MANAGER



Education

2003 B.S. Geography, Southern Oregon University



Professional Affiliations

American Planning Association
International Right of Way Association

Relevant Project Experience

Anchorage Municipal Code Title 21 Updates – Anchorage

Dave worked on a team with other Municipal planners on several iterations of Anchorage’s Title 21 Land Use regulations update (under previous employment). He was instrumental in Unit Lot Subdivision Regulations as an alternative subdivision type. He also worked on amendments to Accessory Dwelling Units (ADU) regulations and the 3 and 4 plex ordinance which provided flexible regulations to incentivize infill development of multi-family development. The code revisions also included alternatives for Open Space requirements for multi-family development to increase the available footprint for residential development.

Anchorage and Chugiak-Eagle River Subdivision Plats – Municipality of Anchorage

As the MOA’s Platting Officer, Dave has overseen hundreds of subdivisions within the MOA in the past 12 years. Some of his more notable residential development projects include the Sky Ridge Subdivision with 32 units of new housing in 2024, Carol Creek Subdivision in Eagle River, Anchorage Hillside Woodhaven Preserve Cluster Housing Development with 13 units of new housing, Resolution Pointe Subdivision, and Eagle Crossing Subdivision.

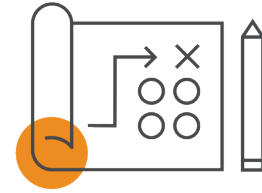
Sky Ridge Subdivision Plat and Rezone – Anchorage

Dave was the Platting Officer working closely with the private development team of surveyors and engineers to design a new 32-lot residential development on the lower Anchorage Hillside. He assisted the process through a controversial rezone, an amendment to the adopted Hillside District Plan and a replat that required Planning and Zoning Commission approval and Anchorage Assembly adoption.

Resolution Pointe Residential Subdivision – Anchorage

Dave was the MOA’s Project Manager on this 100+ lot subdivision in West Anchorage that was a multiple phase development spanning ten years. Dave worked closely with the private developer to coordinate all requirements including an easement reservation for a future extension to the Tony Knowles Coastal Trail. He also worked





with the builder to design and provide pedestrian facilities, street lighting and public access to the Anchorage Coastal Wildlife Refuge.

Woodhaven Preserve Cluster Housing Development – Anchorage

Dave was the Platting Officer and the MOA's project manager on this 13-lot residential cluster housing development in Anchorage's lower hillside. Dave worked with the developer on this alternative subdivision due to the area's unique environmentally sensitive features that include wetlands, poor soils and a high-water table. Dave coordinated with other municipal departments including Watershed Management, Private Development, Right-of-Way, On-Site and Traffic to ensure a compliance with their requirements while meeting Title 21 subdivision regulations. During the subdivision development process, Dave identified the opportunity for a non-motorized connection from the subdivision to a neighboring elementary school and park that required a dedicated 10' pedestrian walkway easement.

MOA Zoning and Planning Manager – Anchorage

As Zoning and Planning Manager, Dave was responsible for the daily operations of the Planning Division. This included staff assignments, review and approval of staff reports, code interpretations, and approval of staff leave and timecards.

Dave also:

- Coordinated private and public project development with other Municipal departments, including Project Management and Engineering, Traffic, Port of Alaska, Real Estate Services, Parks and Recreation and other agencies such as DOT&PF and the Alaska Railroad Corporation.
- Assisted and provided support to proposed projects by the private development community and non-profits.
- Presented to stakeholders, Community Councils, organizations, agencies and elected officials.
- Authored Title 21 amendments for adoption by the Anchorage Assembly.
- Served as staff to the Planning and Zoning Commission, Urban Design Commission, Zoning Board of Examiner's and Appeals, and Platting Board.

MOA Land Use Plan Reviewer – Anchorage

Dave was a land use plan reviewer for the MOA. In this role, he:

- Reviewed and commented on platting, zoning, conditional use and site plan review cases decided by various boards and commissions
- Worked with Municipal agencies in reviewing and issuing business, liquor, child/adult care, and animal facility licenses for compliance with Anchorage Municipal Code, Title 21.
- Researched properties for nonconforming status, use determinations, and zoning verification.
- Reviewed and decided administrative tower and bed and breakfast permits.
- Performed Officer of the Day duties to include answering code questions, taking in administrative permit applications, nonconforming determinations, and resolving other Title 21 related issues.

An R&M employee since 1979, Len worked his way up from field surveyor to Vice President with responsibility for management of the surveying and Mapping Department, to COO, to his current position as CEO. He offers strong leadership and operational knowledge, Serving as Contract Manager, Len gives our clients a neutral party to discuss contract issues, ensures consistency in the firm's services, and allows our project managers to focus on managing the technical aspects of their projects.



LEN STORY, PLS
CONTRACT MANAGER



Education

1983 A.A.S. Engineering/Survey Technology, Oregon Institute of Technology



Professional Registration

1989 Professional Land Surveyor, Alaska #LS7843



Certifications

Private Pilot Certificate/Single Engine Land
FAA Part 107 Certified Remote Pilot



Professional Affiliations

American Council of Engineering Companies
National Society of Professional Surveyors
Alaska Society of Professional Land Surveyors
International Right of Way Association
American Society for Photogrammetry and Remote Sensing
Society for Marketing Professional Services

Relevant Project Experience

Professional Services Related to Management of Public and Trust Lands

– Alaska

Len is the Contract Manager for this contract, which R&M was awarded in 2020, and over the past three years, we have been involved with two task orders. The objective of this contract is to provide TLO with access to a multi-discipline professional services team with resources to efficiently analyze Trust lands and their revenue generating potential, develop practical development plans, provide concept and final design services, and perform technical evaluations for facilities to be renovated, repaired or purchased.

Surveying Services Related to Management of Public and Trust Lands

– Alaska

Len is the Contract Manager for this contract, which R&M was awarded in 2020, and over the past three years, we have been involved with 12 task orders. The objective of this contract is to provide TLO with expertise in and understanding of the management of public and trust lands to support TLO's mission of generating revenue to improve the lives of Trust beneficiaries. These services require expertise in historical research, mapping, conceptual subdivision design and layout, platting, field surveys, as-builts, records of survey and easement location diagrams.

City of Seward On-Call Services Contract – Seward

Len is the Contract Manager for a term contract with the City of Seward to provide on call professional engineering services on an as-needed basis for Capital Improvement Projects. Services include civil, structural, waterfront and geotechnical engineering; environmental services; permitting; hydrology; planning; public involvement; land surveying; GIS services; construction administration; construction inspection; and materials testing.



With 35 years of experience in community planning, working for a variety of Alaskan communities, Beth has a passion and a skill set for helping communities position themselves for positive and meaningful change. She is experienced in project management, public outreach, meeting coordination and facilitation, and consensus building among stakeholders.



BETH MCKIBBEN, AICP
LAND USE PLANNER/PUBLIC INVOLVEMENT SPECIALIST



Education

1989 B.A. Urban and Regional Planning, Western Washington University



Certifications

AICP, American Institute of Certified Planners #018694



Professional Affiliations

American Planning Association

Relevant Project Experience

City & Borough of Juneau Code Amendments – Juneau

While working for CBJ, Beth authored numerous amendments to the zoning code. These included major amendments to the accessory apartment requirements, panhandle subdivision requirements and nonconforming situation requirements. These changes were intended to facilitate additional housing. Additionally, Beth developed regulations for transitional housing, which is temporary housing used while transitioning residents to permanent housing. This was required due to outdated definitions and criteria for prisons, halfway homes, and orphanages. While Beth was the CBJ Planning Manager, she worked closely with planning staff to complete amendments to street standards, street reconstruction requirements, frontage and access requirements, as well as the complete re-write of the subdivision requirements, a project that had been underway for almost 10 years. Beth also completed development of regulations for marijuana related uses, parking waivers and sobering centers.

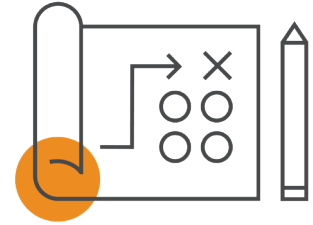
City of Homer Zoning Ordinance Complete Rewrite – Homer

During her tenure at the City of Homer, Beth facilitated numerous amendments to the zoning code, including development of large retail standards, traffic impact analysis criteria, sensitive areas regulations, creation of two new zoning districts and a major amendment to the sign code. In addition to this code work, she initiated, and worked closely with the City's legal team, to complete a full re-write of the Homer zoning ordinance. This project was a "technical" re-write in that no policy changes were made, but the code was reorganized, inconsistencies removed and sections of unclear or confusing language were adjusted to be clear and concise. It did modify permitting procedures to accommodate processes and reviews that had been added since the code was originally adopted. This project was done ahead of the comprehensive plan update, with an eye towards having a clean code from which to move forward with plan implementation.

City & Borough of Yakutat Zoning Ordinance Complete Rewrite – Yakutat

While working in Yakutat, Beth completed a complete re-write of the Yakutat zoning code. This project was already underway when she joined the City. Beth worked closely with the CBY legal team and Planning Commission to ensure the code rewrite





and reorganization met state legal requirements and the needs of the community.

The Terraces at Lawson Creek – Juneau

The Terraces at Lawson Creek is a 75-unit multi-family development of one to three bedroom units, plus an 1,800 SF community building and play ground. As the project planner, Beth was involved in all aspects of land use permitting for this project:

- **Pre-application** – Beth provided a thorough review of the applicable zoning regulations and the permitting requirements. This involved a review of the zoning code, an evaluation of the site, including zoning, access, site conditions (slope, drainage, vegetation, etc.) and surrounding land uses and zoning.
- **Conditional Use Permit** – The project was split into two phases, with each phase requiring a separate conditional use permit. Beth facilitated the permitting process, meeting deadlines for public notices posting, working with the applicant to ensure a complete application, coordinating required agency reviews, writing the staff report, analysis and recommendation, and presenting to the Planning Commission.
- **Hillside Endorsement** – A Hillside Endorsement was required for the project due to the steepness of the slope. Beth worked with the applicant, the applicant’s engineer, and CBJ engineer to coordinate this review process. A Hillside

Endorsement for a development of this size is reviewed and approved by the Planning Commission. Beth incorporated this review process into the conditional use permit review process, and presentation to the Planning Commission.

- **Subdivision and Plat** - The project was split into two phases, primarily due to funding constraints. To accommodate the two phases, the project site was subdivided through the minor subdivision process. Beth facilitated the subdivision application and review. This included waivers from to allow a hammerhead instead of a temporary cul-de-sac. Once complete, she was responsible for recording the plat.
- **Rezone** – Several years later, the property adjacent to the Terrace was rezoned. Beth was the staff planner for this rezone, from low density, single-family zoning to multi-family zoning. She facilitated all aspects of the process.

Land Use Planning – Alaska

Beth has been involved in all aspects of local and regional land use planning, including Zoning Code rewrites, permitting, site selection studies. These projects include:

- Homer Design Guidelines
- Juneau Townsite Historic Building Survey and Inventory, Phase 1
- Matanuska-Susitna Borough Library and School Site Selection Criteria

- Haven House Conditional Use Permit and Appeal
- Volunteers of America Conditional Use Permit
- Sobeloff Center Conditional Use Permit
- SLAM Conditional Use Permit
- 14B Cruise Ship Berth Conditional Use Permit
- Montana Creek Gravel Extraction Permit and Appeal

Fairbanks Regional Comprehensive Plan - Fairbanks

Beth is the project manager for the Fairbanks North Star Borough Regional Comprehensive Plan update. The plan will be action oriented, providing broad, regional goals and strategies to reach those goals. The plan will establish a framework for community driven sub-area plans. Plan development includes robust public outreach, designed to reach all corners of the community, and an advisory committee of community representatives.

Homer Comprehensive Plan – Homer

Beth was the project manager for the update to the City of Homer Comprehensive Plan. This was the first plan after a significant and contentious annexation. As the City Planner, she worked closely with consultants in development of the plan document and the public outreach process. Beth facilitated a City Council appointed steering committee, which included a broad representation of the community.

Van is a Certified Planner with more than 21 years of Alaskan experience. She is passionate about helping Alaskan communities realize their future vision for transportation and safety needs. Van specializes in comprehensive multi-modal transportation, district, land use compatibility and community development planning. As a former Municipality of Anchorage planner, Van has been involved in all aspects of local and regional planning.



VAN LE, AICP
LAND USE PLANNER



Education

2003 M.S. Environmental Science, Alaska Pacific University
1997 B.A. Urban Geography, University of British Columbia



Certifications

AICP, American Institute of Certified Planners #026915
Public Participation, International Association for Public Participation
Systematic Development of Informed Consent, Bleiker Method; Institute for Participatory Management and Planning



Professional Affiliations

American Planning Association
Institute of Transportation Engineers
International Association for Public Participation



Community Involvement

Rush Soccer Club Board Member
Alaska Youth Soccer Association Board Member
Alaska Animal Rescue Friends Volunteer

Relevant Project Experience

MSB Title 17 Reorganization – Mat-Su Borough

Van led this code reorganization project by reviewing the existing land use code, identifying issues and developing the new code chapters, while working collaboratively with MSB staff to conserve budget and efficiently complete the code reorganization called for by the Borough Assembly. Prominent issues with the existing code included multiple conditional use permitting processes, inconsistent and conflicting definitions and confusion regarding where district regulations apply (i.e. general use district, SpUDs).

MOA CSS/CSD Policy Update – Anchorage

Van was the Project Manager leading the CSS/CSD Policy for the Municipality of Anchorage to update the CSS Transportation Projects process that was first written and adopted in 2008. This update focusses on clarifying the CSS process for PM&E and DOT&PF road improvements projects, provides definitions for context including land use and provides approval process streamlining tools such as a DSR Compliance Matrix and the CSS Project Delivery Process Chart.

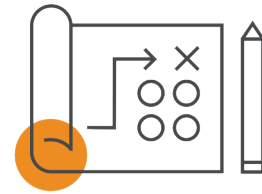
City of Houston Code Evaluation – Houston

Van was the project manager and lead planner for the update of the City of Houston’s Comprehensive Plan, which included economic, physical and social impacts assessment of several transportation infrastructure projects. As an implementation action of the Comprehensive Plan, she conducted a municipal code evaluation and code revision to support economic and community development including more commercial, mixed use, housing and utility expansion. Van supported the ordinance drafting, Planning and Zoning Commission and City Council adoption.

TLO Juneau Glacier Highway Land Development Concept Planning – Juneau

Van provided planning and stakeholder coordination for this development feasibility study that included a residential subdivision concept design to meet Juneau’s severe housing shortage. She worked with R&M’s survey and planning team to provide TLO with four development options based on compatibility with CBJ’s code and adopted plans. Van facilitated stakeholder meetings with local southeast developers, DOT&PF Maintenance, and CBJ’s Housing Officer, Planning Department, and Parks and Recreation Department





Girdwood Industrial Subdivision – Girdwood

Van provided planning support services to facilitate the design of a new local commercial roadway for the new AWWU and Heritage Land Bank Commercial development off Ruane Road in Girdwood. Van assisted with a pre-application meeting with the Municipal Departments and helped negotiate the roadway standards applicable for design based on her work with the Official Streets and Highways Plan, The Girdwood Plan and the MOA's Design Criteria Manual (DCM). Additionally, she provided Title 21 land use regulations compliance analysis for the preparation of land use permits.

City of Seward Housing Feasibility Study and Conceptual Development – Seward

Van is the project manager leading the feasibility studies for potential housing development and future lot sales. The City of Seward is exploring development opportunities for its vacant land to meet community housing needs and to advance their vision and goals. Part of their land inventory includes an 1,828-acre parcel on the east side of resurrection Bay near the Seward Marine Industrial Center (SMIC) and the 11.57-acre Hemlock Subdivision currently part of Forest Acres Park near downtown Seward. The feasibility studies for these two parcels will assist the City of Seward to identify opportunities and constraints of the sites and present development

concept options based on the goals of the project and municipal code requirements.

Southcentral Foundation Elmore Property Planning – Anchorage

R&M is leading the planning, platting and design of new transportation corridors for Southcentral Foundation's 4330 Elmore Road properties to facilitate the planning and design of a new community health facility for the Alaska Native Tribal Health Consortium (ANTHC) Campus. R&M has successfully completed land assembly through a replat and rezone that includes new transportation corridors to provide access and to improve connectivity in the U-Med District. Working with our architectural partners, R&M also provided space programming facilitation with SCF staff and VPs to understand the needs of programs and working with the MOA and UAA for access agreements for new ingress/egress for the site. To support the new detox development, R&M also provided preliminary geotechnical field studies and recommendations for the future access driveway and siting of the new facility. Van is the Project Manager and Lead Planner on this project.

City of Valdez Harbor Facilities – Valdez

Van provided planning and public involvement for the Valdez Municipal Harbor Facilities Planning and Feasibility project. She developed surveys that

were distributed to user groups, including harbor slip holders, vessel owners, people on the waiting list, harbor business owners, seafood processing and fuel vendors in the harbor, and others to solicit information on needs and priorities for the existing and the new harbor development. She also facilitated a downtown and harbor revitalization planning Charrette and provided review, assessment, edits and recommendations for the small harbor master plan update and small boat harbor plan update.

MEA Parks Substation Permitting – Chugiak

Van is the project manager responsible for leading the planning, permitting, platting and civil design coordination for this MEA substation replacement project in the Birchwood-Chugiak area of the Municipality of Anchorage. Van led the Conditional Use land use permit, design variance and replat as part of the full suite of permitting required for a critical replacement of this almost 50 year old electrical substation, which provides service to over 2000 MEA members. She worked collaboratively with MEA to communicate plans, studies and designs that will mitigate potential visual, drainage, noise and vibration impacts to adjacent residents and to the Community Councils. She led the Planning and Zoning Commission public hearings for a successful approval of the project.

Taryn has 10 years of experience working with Alaskans to improve their quality of life through transportation, land use, recreation and community planning. She is a skilled facilitator and educator who successfully works with communities on complex technical projects to develop accurate, actionable plans and implement them effectively. Her comprehensive approach and experience in current and long-range planning, transportation design and capital improvements makes her an asset to any team.



TARYN OLESON-YELLE, AICP
LAND USE PLANNER/PUBLIC INVOLVEMENT SPECIALIST



Education

2014 B.S. Environmental Policy and Planning, University of Wisconsin - Green Bay



Certifications

AICP, American Institute of Certified Planners #31670

Public Participation, IAP2

Systematic Development of Informed Consent, Institute for Participatory Management and Planning



Professional Affiliations

American Planning Association



Community Involvement

Alaska Chapter of the American Planning Association Board Member

Relevant Project Experience

MSB Title 17 Reorganization – Mat-Su Borough

Taryn analyzed the MSB land use code for consistency, clarity, and usability, identified issues, and developed recommendations collaboratively with MSB staff to reorganizing the code at the request of the Borough Assembly. Prominent issues with Title 17 included multiple conditional use processes, inconsistent and conflicting definitions, and confusion around applicability and application of district-specific regulation apply. Taryn documented findings in detail and provided materials to support review and approvals by MSB staff, the public and elected officials.

City of Houston Code Evaluation – Houston

Taryn provided land use, transportation and community involvement services to the City of Houston for multiple efforts, including development of the revision of the City’s Comprehensive Plan and Community Impact Assessment. She then assisted the City’s evaluation of their land use code for consistency with the recommendations made in the updated comprehensive plan, drafted code amendments to aid plan implementation, and assisted with communicating the code modifications to the Planning Commission and Council.

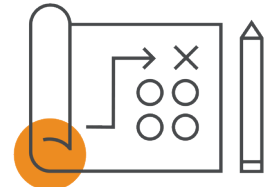
MOA Context Sensitive Solutions Policy (CSS)/CSD Policy Update

Taryn provided planning and public involvement services for the MOA’s rewrite of the Context Sensitive Solutions for Transportation Projects policy and strategy manual. Her work included evaluating the existing policy, process, manual, and application to identify and recommend resolutions to provide clarity to the CSS process and eliminate conflict or points of confusion. Taryn authored the updated CSS strategy manual and assisted with stakeholder coordination, CSS policy training, and MOA approval process for the updated CSS policy and manual.

TLO E. Koenen Road Development Feasibility Study – Mat-Su Borough

Taryn is providing land use, transportation and subdivision development planning services for this potential housing development in the MSB. She ensures Borough code requirements are met and reviews adopted plans and policies for consistency.





Her work is resulting in modifications to the conceptual subdivision to ensure it complies with long-range transportation plan goals, meets roadway classification design standards, and significantly improves the likelihood of MSB approval. Taryn is also facilitating conversations between TLO and MSB departments including transportation planning and platting to improve the project and support positive relationships.

City of Seward SMIC Bench Development – Seward

Taryn was the lead planner for development feasibility study of approximately 833 acres of City land on an elevated ‘bench’ near the Seward Marine Industrial Center. She coordinated with the multi-discipline team to identify opportunities and constraints of the site, develop concepts and recommendations, and present findings to the City. Facing a growing housing crisis, development concepts were largely focused on residential development, but also considered potential institutional uses or needs, mixed use and small commercial or retail opportunities, and recreational opportunities. Taryn conducted zoning and land use compatibility assessments, identified local and borough development requirements, considered development costs, and coordinated closely with engineering and surveying discipline leads to develop the proposed subdivision concept and feasibility study. Taryn presented the findings to staff and the City Council.

City of Seward Hemlock Subdivision Replat – Seward

Taryn provided planning services for the subdivision of City-owned property to support future community needs, including housing development and reinforcing the continued use of a bike park. She ensured the conceptual and final subdivision layouts complied with local and borough requirements, coordinated with agency staff, compiled the replat application, and facilitated its approval by presenting the application to the city Planning and Zoning Commission.

City of Seward On-Call Services Contract: Planning Assistance – Seward

Taryn is providing planning assistance on an as needed basis. She has served as their staff planner, conducting preapplication meetings, reviewing and presenting applications to the Planning and Zoning Commission when the department did not have capacity and regularly conducts code assessments and provides best-practices research to inform current and future department actions including code updates. Taryn is supporting pre-development of a new Public Works Facility, assisting with a City Utility Master Plan, and managing development of a Needs Assessment and Site Selection Study for a new public safety building and 15% design of a new fire station.

Ounalashka Corporation (OC) Lands Plan – Unalaska

Taryn is leading development of the Land Use Plan currently underway.

The final lands plan will guide future development, management and strategic investments on, and within, lands owned by the Corporation that serves OC shareholders and the City of Unalaska’s mutual benefits and needs. R&M is working with staff and board members to develop the vision, goals and land use objectives, and with Unalaska industry leaders and the City of Unalaska to identify issues and opportunities and conduct a trends analysis. Taryn is the lead planner developing the land use and implementation plan for OC to inform their resource allocation, development and property leasing decisions for the next five to ten years.

Southcentral Foundation Elmore Property Planning – Anchorage

Taryn is providing planning and public engagement services for Southcentral Foundation’s Elmore Road properties, which will allow for a new community health facility on the ANTHC Campus. Taryn is conducting land use, site design and adopted plan and policy conformance analyzes to successfully navigate the project through three land use actions, a replat, rezone, and a conditional use process. She is leading the application development processes and coordinating with review agencies to achieve full approval from the MOA. Taryn is also responsible for the creation and distribution of public outreach materials and required notices to meet or exceed community engagement requirements.

Rachael is a highly organized and motivated individual with a positive attitude. She has provided administrative and public involvement support to planning projects throughout Alaska. Rachael has a background in civil engineering, having worked for Alyeska Pipeline Company for six years after graduating with her degree in civil engineering from the Colorado School of Mines.



RACHAEL SELBY, EIT
PLANNER/PUBLIC
INVOLVEMENT SPECIALIST



Education

2002 B.S. Civil Engineering,
Colorado School of Mines



Professional Registration

Engineer-in-Training, Alaska



Community Involvement

Anchorage Youth Court Board
Member

Relevant Project Experience

Ounalashka Lands Plan – Unalaska

Rachael is supporting land use planning for this comprehensive Land Use Plan for Ounalashka Corporation (OC) lands in Unalaska. Rachael is supporting planning work sessions with industry stakeholders, internal stakeholders and the planning team for the trends and opportunities tasks. She is supporting land use analysis and development feasibility for future land uses that benefit Unalaska and OC.

AMATS Minnesota and I/L Street Corridor Plan – Anchorage

Rachael is supporting planning and public involvement for a comprehensive corridor plan for Minnesota and I and L Streets in Anchorage. She is providing socio-economic research for the Peer City Review Report and Current Conditions Report including land use, plans review and corridor traffic data. She assisted with planning and facilitating the public workshop that included a mobile tour component.

AMATS/MOA PRD Recreational Trails Plan – Anchorage

Rachael is facilitating support to the lead planners for the update to the 1997 Anchorage Trails Plan, which is a collaborative effort with MOA Parks and Recreation and AMATS. In addition to her technical planning responsibilities, Rachael is also helping with public engagement efforts essential to the Plan update. This includes documentation for the citizens advisory group and technical working group meetings, as well as preparing materials for the public workshops.

Public Involvement Plans– Anchorage

Rachael supported development of several Public Involvement Plans recently for the AMATS Complete Streets Plan, AMATS Climate Action Plan, AMATS Regional Household Travel Survey and MOA 120th Ave Context Sensitive Solutions design project. She is supporting implementation of these plans through stakeholder work sessions, advisory committee meetings and site audits.



Dave has more than 32 years of Alaskan surveying experience, including working as a Party Chief, Project Manager and Chief of Parties, performing and directing survey work throughout the state. Dave manages survey projects, performs field work, reduces field data, performs technical computations and organizes survey deliverables. He has completed plats throughout Alaska.



DAVE HALE, PLS
LAND SURVEYOR/PLATTING
SPECIALIST



Education

2005 B.A. Organizational Management, Alaska Pacific University

1996 A.A.S. Surveying and Mapping, University of Alaska Anchorage



Professional Registration

2001 Professional Land Surveyor, Alaska #LS10395



Professional Affiliations

Alaska Society of Professional Land Surveyors

National Society of Professional Land Surveyors

International Right of Way Association

Relevant Project Experience

City of Valdez Harbor Facilities Upland Survey – Valdez

R&M performed an uplands survey of a portion of the Valdez Harbor for improvements to and expansion of the harbor, including a bathymetric survey of the ocean bottom within the harbor. The uplands survey was combined with existing topography supplied by the City of Valdez to create a complete uplands mapping product and a hydrographic survey was combined with the uplands mapping for the final products used by the design engineers. Dave was the Survey Project Manger and combined the three surveys into in a single, comprehensive mapping product. The final products were an AutoCAD drawing containing the mapped ocean floor and upland topography, and a stamped Survey Control Sheet that could be used through construction. Dave was responsible for the final Quality Assurance of all products prior to delivery to the City.

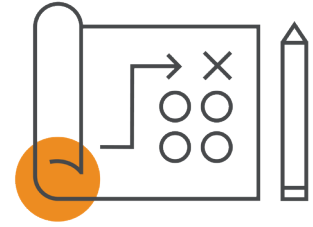
TLO Petersburg Subdivision Phase 1 – Petersburg

The South Mitkof Subdivision project created 100 new lots from 595 acres of Trust land located south of Petersburg. The subdivision required an extensive survey of approximately 3 miles of land south of Papke’s Landing Road that included recovering 71 existing subdivision and public land system corner monuments, and establishing the limits of the Mitkof Highway ROW. The new lot configurations were provided by TLO and computed by R&M based on the actual location of property corners and existing features such as roads, mean high water mark and utilities. Prior to submitting the plat for final review, R&M set 160 new property corners to mark the new lots on the ground. Dave managed the project and worked directly with TLO to finalize the concept and guide the proposed subdivision through the platting process. Petersburg does not have platting authority, so the plat was reviewed by DNR under the unorganized borough platting process.

TLO Seldon Road Land Development Concept Planning – Wasilla

This large-scale project examined the prospect of subdividing 883-acres of TLO land located in the Mat-Su Valley. Because of the size of the parcel, the development was broken down into phases, and the final three-phase concept was to create 616 lots with a minimum lot size of 40,000 SF to accommodate on-site sewer and water





systems. The feasibility study included research of available on-line data for contours, aerial imagery, soils data, and local land use and codes. After development of a concept lot layout, the engineers used the concept to estimate construction costs for the roads and utilities and the final construction costs were used to estimate a break-even cost for each lot within its respective phase.

City of Seward Hemlock Subdivision Re-Plat – Seward

This project was completed for the City of Seward in anticipation of a land transfer. Dave managed the effort and worked with the City to develop a concept of the new subdivision that would make the tracts appealing to investors. He represented the City at public and community meetings and worked through the platting conditions with both the City of Seward and KPB planning departments. The final plat was recorded as Plat No. 2023-9, Seward Recording District.

TLO Boyd Road Subdivision – Mat-Su Borough

This effort started as a feasibility study and is now a full subdivision and development project. Dave manages and is working directly with the TLO Project Manager to develop a concept subdivision design that will be profitable for the TLO. The concept design depends on the topography, soils, and long term objectives of the MSB. Topographic and aerial imagery were collected using R&M's drone, controlled and checked with a ground survey. The

data was collected in the spring with leaves off of the trees to maximize penetration of the LiDAR. The drone was flown at an optimal height and speed to collect accurate ground data that could be used for design engineering. The LiDAR surface was imported into AutoCAD and used to generate the final concept design for the subdivision.

TLO Lower Coho Lake Subdivision – Kasilof

The Lower Coho Lake Subdivision project was a 37-acre subdivision of government Lot 6 located in Kasilof south of Lower Coho Lake. Dave managed the project and worked directly with the TLO Project Manager to create marketable lots that could be sold at a profit to further the Trust's mission. The boundary survey included recovering all of the 1/4 corners set by the BLM so that the center 1/4 corner could be established and set. R&M also recovered other controlling corner monumentation for neighboring subdivisions and surveyed the ordinary high water mark of Lower Coho Lake to establish the northwest limits of the subdivision boundary.

The subdivision was designed to meet KPB Subdivision Code, and was reviewed by the KPB through the long plat process. An access road was dedicated on the plat, but was not required to be constructed prior to recording the plat. 21 new property corners were set prior to final review of the subdivision plat. The final plat was recorded as Plat No. 2023-41, Kenai Recording District, AK.

City of Seward SMIC Bench Development – Seward

The SMIC Bench Subdivision was a design concept of an 800-acre development owned by the City of Seward. The city has a perpetual shortage of housing and is looking for alternatives in areas in and around the city limits. Dave managed the project for R&M and worked directly with the City of Seward to develop a concept design, with roads and utilities, that would create 674 new lots. An engineer's estimate was included in the final concept report that summarized the costs of 32,625 feet of roads and a sewage treatment facility. The entire development was estimated to cost in excess of \$100M when complete.

Southcentral Foundation Patricia Subdivision Re-Plat - Wasilla

Dave was the project manager and direct contact for the re-plat of Patricia Subdivision. He developed the estimates and final proposal, negotiated the contract, and managed the process through completion. The project created two lots from the existing lot, based on the location of on-site improvements. Dave was directly responsible for fieldwork associated with the boundary and improvements survey, final boundary computations, and management of the platting process. The plat was approved through the abbreviated plat process in the Mat-Su Borough and was recorded as Plat No. 2024-58.

With 35 years of Alaskan experience, Don is the most diversely experienced civil engineer on the R&M team. He supports public works projects throughout Alaska and is focused on the resilient and sustainable design of infrastructure solutions. Don has been involved with roadway, utility, site development and public infrastructure improvements for state and municipal clients throughout Alaska.



DON PORTER, PE
QA/QC



Education

1988 B.S. Civil Engineering,
Colorado State University



Professional Registration

1994 Professional Civil Engineer,
Alaska #CE8810



Professional Affiliations

American Water Works
Association

National Association of Sewer
Service Companies

Alaska Water and Wastewater
Management Association

Relevant Project Experience

City of Valdez Harbor Facilities – Valdez

Don provided design and oversight of Phase 1 upland utilities, including more than 2,600' of water main extension and 2,100' of sewer main extension. Design tasks include all water and sewer services, design of blasted rock utility trenches, and service stubs to the Phase 2 float system.

City of Seward On-Call Services Contract – Seward

Don is the Project Manager for a term contract with the City of Seward to provide on call professional engineering services on an as-needed basis for Capital Improvement Projects. Services include civil, structural, waterfront and geotechnical engineering; environmental services; permitting; hydrology; planning; public involvement; land surveying; GIS services; construction administration; construction inspection; and materials testing. Several subdivision replats and feasibility studies have been conducted under this contract, including the SMIC Bench Redevelopment Feasibility

Seward Utility Master Plan – Seward

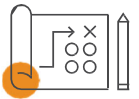
Don was the project manager to prepare a utility master plan to accommodate future city needs of the water, wastewater and power distribution systems. He evaluated the utility infrastructure, system demands, current performance and weaknesses of the existing system. Work also included water pipe pressure network modeling, sewer main sizing review, aging pipe materials evaluation and feasibility of utility expansion for future residential development evaluation. The plan also included recommendations, including infrastructure extension in areas of anticipated expansion and identification of future system improvement projects.

HEA SPSC Campus Master Plan – Homer

Don was responsible for civil site planning for future development. The scope of work includes analysis of existing facilities, future needs and available department sites. Items reviewed included basic site organization, circulation and building massing.

Thank you for considering R&M's proposal





Approach & Scope of Work

APPROACH

The City of Valdez adopted a new Comprehensive Plan in 2021 that reflects their current vision, goals and future aspirations. Since Plan Valdez was adopted, Title 17 Zoning Districts was updated to implement the Comprehensive Plan. Title 17's update reduced red tape, provided more flexibility in development and allowed for accessory dwelling units to address Valdez's need for additional affordable housing.

Valdez is making strides towards addressing the community's growing need for housing. The City continues to fund the Land Development and Housing Incentive programs. These programs are important tools to encourage completion of more housing options for the City of Valdez. The next step in the City's progress towards housing and development is an update to Title 16 Subdivisions. This update will balance private property rights with community vision, amend the Title's standards to adjust to Valdez's unique environmental characteristics, and increase its ease of reading and implementation.

SCOPE OF WORK

One of the many challenges when revising, updating or creating new land use code is ensuring the final product encourages growth in a responsible manner. The **R&M CONSULTANTS, INC.** (R&M) team has extensive experience working with municipalities, cities and boroughs to analyze, write, revise and implement code and comprehensive plans that will guide development for the Title 16 Subdivisions Code Revision. Our approach to providing the requested services is outlined below.

Task 1: Review Valdez Comprehensive Plan - Plan Valdez Not In Contract-Comprehensive Plan Review to be provided by City of Valdez

In developing this proposal, we reviewed Plan Valdez and summarized goals, objectives and strategies related to subdivisions. This process will be ongoing throughout the entire project to ensure code revisions are not in conflict with community desires. In addition, we researched Title 17 Zoning Code and the City of Valdez Capital Improvement Program and budget to develop a foundational understanding of the planning and policy decisions and processes, as well as development patterns. The summary report will provide useful information to assess success in achieving the current plan's goals through Title 16 revisions. We will work with staff subject matter experts (SME) such as Community Development Department (CDD) staff, Public Works and Capital Projects to confirm our understanding of the following Plan Valdez Goals and Action Items related to Title 16 revisions:

- Goal 6.2 - Minimize environmental impacts.
- Goal 6.3 - Promote efficient uses of resources.
- Goal 7.1 - Reduce the community's vulnerability to natural events.

- Action Item 2.1.G - Investigate development standards to establish a fair allocation to developers of the costs for required off-site improvements needed to help support the impacts of development projects on public infrastructure.
- Action Item 2.1.N - Ensure that snow storage sites are maintained and assessed to match development and community needs. Snow storage is a critical need in developed areas, but is not mapped or monitored. Future land use and development in the community may modify the need, location and size of snow storage areas to allow the community to operate in winter



TASK 1 DELIVERABLES

Comprehensive summary report of plans and goals identified in the Comprehensive Plan to inform Title 16 revisions.

Task 2 and Task 3 Combined: Review Current Title 16 Subdivision Code and Analyze and Identify Areas of Concern

Code Assessment. R&M's staff is experienced in land development, from multi-family to small and large commercial developments throughout Alaska, including the communities of Seward, the Matanuska-Susitna Borough (MSB), Municipality of Anchorage (MOA), Fairbanks North Star Borough (FNSB), Petersburg and Juneau. R&M starts every project with completing a project planning checklist, which includes an evaluation of the area's development code requirements. It also includes outlining required permitting, which can include local planning reviews, building permits, platting, wetlands and other federal, state and local requirements. R&M has extensive knowledge of reviewing and implementing MOA Title 21 Zoning, City of Seward Titles 15 and 16 Land Use and Subdivision Codes, and other land use regulations in Alaska.

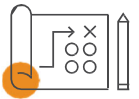
Additional tasks should include:

- Review and analyze subdivision variance requests and approvals over the past five years. Reviewing of subdivision variances provide vital information that informs the need for future code amendments. In 2024, our research indicates Valdez granted two variances or exceptions to the code to facilitate development. In addition, three Conditional Use Permit (CUP) applications were granted. Understanding the types of variances and CUP requests will help inform Title 16 revisions.
- Clarify Variance (16.04.060) language with more specificity to provide certainty for development and developers.



TASK 2 DELIVERABLES

Technical Memorandum on Code Review




Task 3: Analyze and Identify Areas of Concern

One of the challenges with code revisions is identifying potential limiting factors or obstacles for development once code is implemented. Due to our team’s familiarity with code analysis and implementation, we will help identify some of these potential hurdles, reducing the need for future code modifications. The R&M team will provide an assessment focusing specifically on which practices are best suited to Valdez based on an evaluation of population, local climate and environmental constraints such as steep slopes and avalanche/landslide, flooding and tsunami concerns, existing and future development patterns, community acceptability and needs. We will work with CDD staff, the development community, the Steering Committee, Planning and Zoning Commission (PZC) members and other interested and potentially affected interests throughout this code revision to ensure we identify the correct issues to be addressed in this Title 16 code revision. Our strategy for public education and involvement is outlined in *Task 5 - Public Outreach Plan*.

In addition to our findings in Task 2, we identified several areas that could be revisited with CDD staff to confirm if they should be addressed with this code update, including:

- 900’ cul-de-sacs and issues with emergency access.
- Plat processing timelines to find areas of efficiency for recording final plats in the Anchorage recorder’s office.


 **TASKS 2 and 3 DELIVERABLES**
 Technical Memo on Title 16 Code Assessment and Identified Areas of Concern to be provided to public.

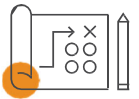
Task 4: Develop Code Revision Recommendations

Based on our review of Title 16, Title 17 and the Comprehensive Plan, we identified the following preliminary areas that may be included in code revisions:

- **Consider the establishment of new Alternative Subdivisions, such as Conservation Subdivisions and/or Unit Lot Subdivisions.** Valdez is environmentally unique, with parts of the City susceptible to flooding, erosion, earthquakes and landslides. The establishment of new subdivision types that put importance on preserving environmentally sensitive lands, while also allowing for safe and responsible development, has been used with success in other communities. In the more urban areas of Valdez where medium to high density is desired, Unit Lot Subdivisions may be used to provide smaller, fee simple lots of attached dwelling units. Financing has historically created challenges in developing condominium style developments. In some cases, financial institutions require 50-75% of the units to be pre-sold prior to securing funding. Unit Lot Subdivisions are a lending tool that allow the developer to obtain financing more easily for the project, while at the same time creating more affordable dwelling units on fee simple lots.

- **Establish an administrative approval process for minor subdivisions.** The City of Valdez Subdivision regulations distinguishes between major and minor subdivisions. However, it appears that in both cases, approval authority lies with the PZC. In the case of minor subdivisions with no variances or vacations of rights-of-way, an administrative review and approval process would be beneficial. This may reduce cost and provide approval expeditiously.
- **Extend the approval period for both minor and major subdivisions.** In Alaska, where development occurs primarily in the summer months, a small setback in the permitting process could result in a year(s) long delay. By extending the approval period, you’re giving the developer ample time to resolve all conditions associated with plat approval rather than needing to come back after 12 months for an administrative extension. Consider 18-24 month approvals with one administrative 18-24 month time extension.
- **Establish public and private snow disposal sites.** Valdez receives on average 330” of snow annually, triple many other parts of the state. Valdez should consider establishing a reliable standard for required snow storage areas. Furthermore, use of public recreation space and residential land for snow storage should be reviewed to determine if this is the highest and best use.
 - Establishment of additional large-scale public and private snow disposal sites.
 - Consider snow storage easements adjacent to right-of-way at the time of subdivision.
- **Reduce minimum lot depth.** The current lot depth requirement in Valdez is a minimum of 100’. Reduction in the minimum lot depth to 60’-80’, may, in some cases, create opportunities for additional lots for housing.
- **Reducing setbacks for corner and double frontage lot to create more land for housing development.** A property owner’s ability to develop is often dictated by the developable envelope of the lot. Reducing the setbacks for corner and double frontage lots will provide a larger footprint and allow for design flexibility.

 **TASK 4 DELIVERABLES**
 In addition to the above analysis, R&M will provide an analysis/assessment report focusing specifically on which practices are best suited to Valdez based on the code evaluation, local climate, existing and future development patterns in practice and as recommended by the Comprehensive Plan, community acceptability and needs.



Task 5: Public Outreach ~~Plan~~

A lot of community outreach has occurred during the last several years for the Comprehensive Plan update, as well recently for Title 17 Zoning District code update. We will ensure that our outreach plan and tools for implementing it are clear in the outreach objectives. While the Comprehensive Plan is at the 5,000’ level, the Plan’s implementation through its land use code updates and subdivision code changes will have more scrutiny and participation from the development community, real estate industry and design industry who implements projects. Our public participation/involvement program will focus on tying changes to Title 16 code to the Comprehensive Plan, where necessary, to update outdated standards or regulations that better reflect the Comprehensive Plan’s vision, goals and recommendations. We recommend the following strategies for working with potentially affected interests, stakeholders, development community and City leadership:

Steering Committee (SC)- (Not In Contract) We recommend a SC made up of industry representatives, including real estate, land developers, housing contractors, affordable housing organizations, economic development professionals and one-to-two members from the Comprehensive Plan committee for consistency. We also recommend working with Valdez staff to ensure recommended Title 16 changes are implementable and enforceable. We propose two meetings with the SC at the following milestones:

- Meeting 1 – Introduction of the project and the need for code revisions, summary of code assessment and related Title 17 and Comprehensive Plan objectives and goals to be achieved.
- Meeting 2 – Draft revision to Title 16 for feedback.

Joint PZC/City Council Work Sessions. Our formal adoption strategy at the PZC Commission and City Council Hearings are in *Task 8 - Review and Adoption Process*.

Public Workshop. The public will review and provide feedback on the Draft Title 16 Code Update, after completion of Task 5 Recommendations. Our presentation and community conversation will focus on major content changes, how to read or interpret the proposed code, and communicating its practical significance by applying it to familiar Valdez examples. [Joint PZC/City Council Worksession and Public Workshop will be the same meeting. Valdez Planning Staff will provide public notice of the event.](#)



TASK 5 DELIVERABLES

- Public Outreach ~~Plan~~
- Implementation Schedule for Code Revision
- Meeting Agendas, Materials and Advertisements
- Public Engagement Outcome Summaries for each Public Interaction

Task 6: Draft Proposed Title 16

The work of the preceding tasks will culminate with development of the internal draft Title 16 Code. We will workshop draft revisions to Title 16 with CDD staff prior to releasing a public review draft. Title 16 is implementation zoning, a tool for decision-making, and should be easily understood by a wide variety of audiences. We will present the preliminary draft to CDD Staff and the SC (Meeting 2) and release it for inter-agency review and comment. After review and resolution of CDD Staff and inter-agency review comments, we will create and distribute the public review draft of Title 16 for public review.

Test Project and Case Study. (Not in Contract) In reviewing the City’s 2024 budget and other City of Valdez resources, including recent news articles, increasing the housing supply and ensuring new housing is attainable is an area of concern that Title 16 revisions should focus on. After we have developed a new Title 16 with the CDD Staff/PMT, we recommend testing it with a concept project to ensure it will be implementable. We will develop a conceptual site plan based on the recently adopted Title 17 Zoning ordinance and the revised Title 16 code to show how a new housing project would be implemented.



TASK 6 DELIVERABLES

- Internal Draft of Title 16
- Inter-agency Review Draft of Title 16
- Public Review Draft of Title 16

Task 7: Draft New Ordinance with Revision to Title 16

We will prepare a draft ordinance based on the agreed upon draft revisions to Title 16 with CDD staff. We will organize a work session with City Clerk and City Attorney’s office to ensure compliance with the City’s charter.



TASK 7 DELIVERABLES

- Draft Ordinance
- Public Review Ordinance

Task 8: Review and Adoption Process

Our team will be available to assist City of Valdez CDD staff and City Clerk’s office staff with the code adoption process by providing presentations, preparing draft and final ordinances, and attending public hearings. We will successfully present the updated code for adoption. Our support will include:


- [Joint PZC/City Council-Work session 1 \(in-person\)](#)– to introduce the code revision, research and analysis to date, and provide an overview of the process and schedule.
- PZC Work Session 2 [\(virtual\)](#) – facilitate review of draft ordinance and recommended changes to Title 16.
- ~~Incorporating changes from PZC work session 2 into a public review draft of Title 16 revisions.~~



- PZC Public Hearing on Title 16
- After the hearing, updating the code revisions and work with CDD Staff and the City Clerk’s office for City Council introduction (1st reading) and City Council Public Hearing for Adoption (2nd reading).

- Incentivize more senior living housing, such as Valdez Senior Living Apartments, which is underway.
- Consider a tax abatement program that will offset the cost of housing development, such as an Accessory Dwelling Units (ADU) incentive grant.

Final Title 16 Code. We will capture changes to the code from Tasks 6 and 7 in this task. We will provide a comment response matrix with identified changes and the reasons for the changes to document the process. The code will become final with adoption by City Council, the final step in Task 8.



TASK 8 DELIVERABLES
 Code Adoption
 Final Title 16 Subdivision Code

UNDERSTANDING COMMUNITY NEEDS

During development of the Comprehensive Plan, a Community Survey was used to focus the plan’s priorities by asking Valdez residents to rank public funding priorities. The 2020 Community Survey resulted in housing as the top priority, with expanded public water and service as the second highest priority. Residents were also supportive of economic development in Valdez through providing new water, sewer and road connections as the third highest priority with 49% support in the survey. With this understanding, the City’s 2024 budget priorities and the goals and action items from Plan Valdez, we will focus Title 16 Code Revisions to help the City move forward in achieving these goals. While updating Title 16 is one lever the City can use to facilitate more housing development, it is one of many tools that can be concurrently implemented to continue the momentum Valdez has started.

Below is a preliminary list of recommendations and action items outside of code revisions to facilitate housing:

- Create a Chief Housing Officer position that works with CDD Staff, Financing and Public Works to coalesce efforts on attaining new housing.
- Develop Private Public Partnerships (P3) for housing development, which helps developers offset the cost of new construction infrastructure such as utilities, water and sewer, roads and drainage.
- Extend the Housing Incentive Program, which was adopted by the City Council in 2022 and expires on December 31, 2025 to continue to provide a \$10,000 cash payment for the creation of qualifying new dwelling units in Valdez.
- Extend the Alaska Housing Land Development Grant Program, which expires on December 31, 2024,

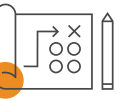
UNIQUE CHALLENGES

A significant portion of developed areas in Valdez are within mapped natural hazard areas susceptible to tsunamis, flooding, erosion, liquefaction during earthquakes or landslides, and avalanches. Fire danger is also a risk, as well as snow loads in the winter from high precipitation. Future subdivisions and development in Valdez will need to consider the risk of natural hazards in addition to areas already developed in high hazard zones such as Alpine Woods Nordic Subdivision, Corbin Subdivision, Valdez Glacier Stream Valley, Slater Creek and Corbin Creek Valleys, Valdez Airport, Mineral Creek drainage and Richardson Highway MP 0 to MP 3.0 (within the City) and MP 10 to MP 20 (City limits). In addition to natural hazards as a constraint for growth, we have identified the preliminary challenges from our review of Valdez studies, plans and resources related to the housing supply shortage:

- Aging housing stock.
- Housing affordability.
- Variety of housing for vulnerable populations such as low-income and senior populations.
- Mobile homes not constructed to a standard suitable for Valdez’ severe and harsh climate.
- Cost of construction for development.
- Utilities expansion and connections.

PUBLIC OUTREACH PLAN

Our public outreach plan is discussed under Task 5.



Work Schedule and Project Timeline

TASK	DELIVERABLE	TIMEFRAME	2024	2025												2026	
			DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
NTP	Kickoff Meeting	12/2024	●														
	Scope & Schedule Refinements	12/2024	●														
PROJECT MANAGEMENT AND COORDINATION	Every 3 weeks recurrence with Valdez PMT	12/2024 - 2/2026	[Continuous orange bar]														
	Workshopping Tasks	12/2024 - 2/2026	[Continuous orange bar]														
1: COMPREHENSIVE PLAN REVIEW (NIC)	Comprehensive Summary of plans and goals identified in the Comprehensive Plan to inform Title 16 revisions.	12/2024 - 1/2026	[Orange bar from Dec 2024 to Jan 2026]														
2: TITLE 16 CODE ASSESSMENT	Code Assessment Report	12/2024 - 1/2026	[Orange bar from Dec 2024 to Jan 2026]														
3: ANALYZE AND IDENTIFY AREAS OF CONCERN		1/2025		[Orange bar]													
4: DEVELOP CODE REVISION RECOMMENDATIONS	Best Practices Analysis/Assessment Report	2/2025 - 3/2025			[Orange bar]												
5: PUBLIC OUTREACH	Public Outreach Plan	12/2024 - 1/2025	[Orange bar from Dec 2024 to Jan 2025]														
	Meetings with City Departments	12/2024 - 2/2025	[Orange bar from Dec 2024 to Feb 2025]														
	Release for Public Comment	5/2025								◆							
	Public Workshop (in-person)	5/2025								◆							
	Joint PZC/City Council Work Session (in-person)	5/2025								◆							
	PZC Work Session 2 (virtual)	8/2025											◆				
6: DRAFT PROPOSED TITLE 16	Preliminary Draft	4/2025						[Orange bar]	◆								
	Public Hearing Draft	6/2025								[Orange bar]	◆						
7: DRAFT ORDINANCE	Draft Ordinance	6/2025								[Orange bar]	◆						
	Public Review Ordinance	7/2025									[Orange bar]	◆					
8: REVIEW AND ADOPTION PROCESS	PZC Public Hearing (virtual)	8/2025										[Orange bar]	◆				
	City Council Introduction (1st Reading)	9/2025											[Orange bar]	◆			
	City Council Public Hearing (2nd Reading) (virtual)	11/2025													[Orange bar]	◆	
	Update Title 16 based on City Council Adoption/ Review Comments	1/2026 - 2/2026														[Orange bar]	◆
	Final Deliverable	2/2026															[Orange bar]



Fee Schedule and Cost Estimate

FEE SCHEDULE

Name	Title	Rate (\$/hr)
R&M		
Dave Whitfield	Project Manager	\$201.60
Len Story, PLS	Contract Manager	\$345.60
Beth McKibben, AICP	Land Use Planner/Public Involvement	\$192.96
Van Le, AICP	Land Use Planner	\$224.64
Taryn Oleson-Yelle, AICP	Land Use Planner/Public Involvement	\$164.16
Rachael Selby, EIT	Planner/Public Involvement	\$115.20
Dave Hale, PLS	Land Surveyor/Platting Specialist	\$210.24
Don Porter, PE	QA/QC	\$244.80

COST ESTIMATE

Below is a summary overview of our cost estimate for the code revision. It is inclusive of all tasks and expenses (travel, in-person meetings, public involvement materials, etc.). More detailed cost information can be found on the following pages.

Task	Cost	Expenses	Subtotal
1. Comprehensive Plan Review (NIC)	\$23,420 \$0	-	\$23,420 \$0
2. Title 16 Code Assessment	\$17,433 \$19,077	-	\$17,433 \$19,077
3. Analyze and Identify Areas of Concern <u>(Combined w/Task 4)</u>	\$9,982 \$0	-	\$9,982 \$0
3. Develop Code Revision Recommendations <u>(Combined w/Task 3)</u>	\$16,399 \$14,112	-	\$16,399 \$14,112
4. Public Outreach	\$44,127 \$17,050	\$6,380 \$3,510	\$50,507 \$20,560
5. Draft Proposed Title 16	\$14,230 \$11,290	-	\$14,230 \$11,290
6. Draft Ordinance	\$13,579 \$12,436	-	\$13,579 \$12,436
7. Review and Adoption Process	\$17,672 \$12,280	-	\$17,672 \$12,280
TOTAL			\$163,222 \$89,755



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and R & M Consultants, INC. (“Consultant”) is effective on the 23rd day of December 2024.

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

**Project: Title 16 Subdivisions Code Revision
Contract No.: 2307
Cost Code: 001-5500-43400**

Consultant’s project manager under this agreement is Dave Whitfield.

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

City’s project manager is Paul Nylund.

ARTICLE 1. Scope of Work

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

ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference in an amount not to exceed \$89,755

ARTICLE 3. Period of Performance

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

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement by December 31, 2026. Work shall proceed in accordance with the schedule set forth in Appendix A.

Agreement for Professional Services
Project: Title 16 Subdivisions Code Revision
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Cost Code: 001-5500-43400



ARTICLE 4. Subconsultants

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

ARTICLE 5. Insurance

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

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

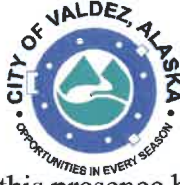
*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

ARTICLE 6. Appendices

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

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

Agreement for Professional Services
Project: Title 16 Subdivisions Code Revision
Contract No. 2307
Cost Code: 001-5500-43400



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

R&M Consultants, INC.

**CITY OF VALDEZ, ALASKA
APPROVED:**

DocuSigned by:

569DC523DA7E409...
Authorized Signature

DocuSigned by:

D1D0FCFDD2C043F...
John Douglas, City Manager

Len Story
Printed name

Date: 12/20/2024 | 3:53 PM AKST

Date: 12/20/2024 | 3:21 PM PST

Title: Contract Manager

ATTEST:

Sheri L. Pierce, MMC, City Clerk

FEDERAL ID #: 92-0064353

Date: 12/20/24

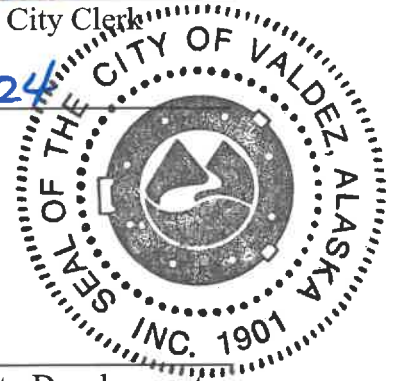
9101 Vanguard Drive
Mailing Address

RECOMMENDED:

Anchorage, AK 99507
City, State, Zip Code

Signed by:

6D5C663D3C1E4C8...
Kate Huber, Community Development
Director



DocuSigned by:

6C2E415CBBC43C...
Signature of Company Secretary or Attest

Date: 12/20/2024 | 4:11 PM AKST

Date: 12/20/2024 | 4:36 PM PST

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

Jake W. Staser
Date: 12/20/24

Agreement for Professional Services
Project: Title 16 Subdivisions Code Revision
Contract No. 2307
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Appendix A

Scope of Work

BASIC SERVICES

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

Consulting services related to the update of Title 16 of the Valdez Municipal Code.

The scope of work is more specifically described in the attached proposal dated December 18th, 2024, which is incorporated herein by reference. Where any provisions of the attached proposal conflict with the provisions of the General Conditions under Appendix C, the latter shall govern this agreement.

Appendix B

Basis of Compensation

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

Payment shall be made based on the proposed fee and shall not exceed \$89,755 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

Agreement for Professional Services
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Appendix C General Conditions

I. Definitions:

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

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

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

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

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

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

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

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

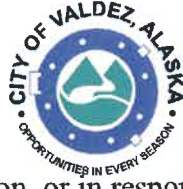
Scope of Work: Basic and optional services required of the Consultant by provisions of this Agreement.

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

II. Information and Services from Others:

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

Agreement for Professional Services
Project: Title 16 Subdivisions Code Revision
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The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant’s opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

III. Indemnification

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

IV. Insurance:

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

Agreement for Professional Services
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V. Payments:

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

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

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

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

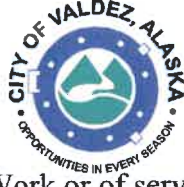
On "time and expenses" contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, a copy of which is attached as Appendix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

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

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

VI. Changes:

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

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

VII. Audits and Records:

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

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

VIII. Inspections:

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

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) days' written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the Consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

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

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

X. Officials Not to Benefit:

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

XI. Independent Consultant:

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

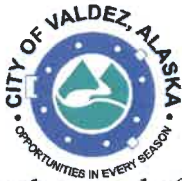
XII. Ownership of Work Products:

Work products produced under this Agreement, except items that have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder include full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

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

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

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

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

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

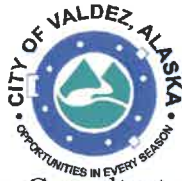
The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which subcontract amount exceeds \$40,000.

XIV. Claims and Disputes:

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

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

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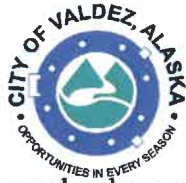
In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

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

XV. Extent of Agreement:

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

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

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

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

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

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

XVI. Governing Laws:

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

XVII. Minimum Wages:

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

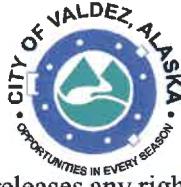
City of Valdez
Contract Release Page 1 of 2

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

Project: Title 16 Subdivisions Code Revision
Contract Number: 2307

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

Agreement for Professional Services
Project: Title 16 Subdivisions Code Revision
Contract No. 2307
Cost Code: 001-5500-43400



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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____,
20__.

COMPANY

SIGNATURE

TITLE

Agreement for Professional Services
Project: Title 16 Subdivisions Code Revision
Contract No. 2307
Cost Code: 001-5500-43400



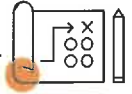
STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 20____, before me, Notary Public in and for the State of Alaska, personally appeared _____ of _____, known to me to be its _____ and acknowledged to me that he has read this foregoing RELEASE and knew contents thereof to be true and correct to the best of his knowledge and belief, and that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said corporation.

WITNESS my hand and notarial seal this ____ day of _____, 20____.

Notary Public in and for Alaska

My Commission expires: _____



Approach & Scope of Work

APPROACH

The City of Valdez adopted a new Comprehensive Plan in 2021 that reflects their current vision, goals and future aspirations. Since Plan Valdez was adopted, Title 17 Zoning Districts was updated to implement the Comprehensive Plan. Title 17's update reduced red tape, provided more flexibility in development and allowed for accessory dwelling units to address Valdez's need for additional affordable housing.

Valdez is making strides towards addressing the community's growing need for housing. The City continues to fund the Land Development and Housing Incentive programs. These programs are important tools to encourage completion of more housing options for the City of Valdez. The next step in the City's progress towards housing and development is an update to Title 16 Subdivisions. This update will balance private property rights with community vision, amend the Title's standards to adjust to Valdez's unique environmental characteristics, and increase its ease of reading and implementation.

SCOPE OF WORK

One of the many challenges when revising, updating or creating new land use code is ensuring the final product encourages growth in a responsible manner. The **R&M CONSULTANTS, INC.** (R&M) team has extensive experience working with municipalities, cities and boroughs to analyze, write, revise and implement code and comprehensive plans that will guide development for the Title 16 Subdivisions Code Revision. Our approach to providing the requested services is outlined below.

Task 1: Review Valdez Comprehensive Plan - Plan Valdez *Not In Contract-Comprehensive Plan Review to be provided by City of Valdez*

In developing this proposal, we reviewed Plan Valdez and summarized goals, objectives and strategies related to subdivisions. This process will be ongoing throughout the entire project to ensure code revisions are not in conflict with community desires. In addition, we researched Title 17 Zoning Code and the City of Valdez Capital Improvement Program and budget to develop a foundational understanding of the planning and policy decisions and processes, as well as development patterns. The summary report will provide useful information to assess success in achieving the current plan's goals through Title 16 revisions. We will work with staff subject matter experts (SME) such as Community Development Department (CDD) staff, Public Works and Capital Projects to confirm our understanding of the following Plan Valdez Goals and Action Items related to Title 16 revisions:

- Goal 6.2 - Minimize environmental impacts.
- Goal 6.3 - Promote efficient uses of resources.
- Goal 7.1 - Reduce the community's vulnerability to natural events.

- Action Item 2.1.G - Investigate development standards to establish a fair allocation to developers of the costs for required off-site improvements needed to help support the impacts of development projects on public infrastructure.
- Action Item 2.1.N - Ensure that snow storage sites are maintained and assessed to match development and community needs. Snow storage is a critical need in developed areas, but is not mapped or monitored. Future land use and development in the community may modify the need, location and size of snow storage areas to allow the community to operate in winter



TASK 1 DELIVERABLES

Comprehensive summary report of plans and goals identified in the Comprehensive Plan to inform Title 16 revisions.

Task 2 and Task 3 Combined: Review Current Title 16 Subdivision Code and Analyze and Identify Areas of Concern

Code Assessment. R&M's staff is experienced in land development, from multi-family to small and large commercial developments throughout Alaska, including the communities of Seward, the Matanuska-Susitna Borough (MSB), Municipality of Anchorage (MOA), Fairbanks North Star Borough (FNSB), Petersburg and Juneau. R&M starts every project with completing a project planning checklist, which includes an evaluation of the area's development code requirements. It also includes outlining required permitting, which can include local planning reviews, building permits, platting, wetlands and other federal, state and local requirements. R&M has extensive knowledge of reviewing and implementing MOA Title 21 Zoning, City of Seward Titles 15 and 16 Land Use and Subdivision Codes, and other land use regulations in Alaska.

Additional tasks should include:

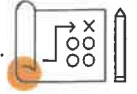
- Review and analyze subdivision variance requests and approvals over the past five years. Reviewing of subdivision variances provide vital information that informs the need for future code amendments. In 2024, our research indicates Valdez granted two variances or exceptions to the code to facilitate development. In addition, three Conditional Use Permit (CUP) applications were granted. Understanding the types of variances and CUP requests will help inform Title 16 revisions.
- Clarify Variance (16.04.060) language with more specificity to provide certainty for development and developers.



TASK 2 DELIVERABLES

Technical Memorandum on Code Review





Task 3: Analyze and Identify Areas of Concern

One of the challenges with code revisions is identifying potential limiting factors or obstacles for development once code is implemented. Due to our team's familiarity with code analysis and implementation, we will help identify some of these potential hurdles, reducing the need for future code modifications. The R&M team will provide an assessment focusing specifically on which practices are best suited to Valdez based on an evaluation of population, local climate and environmental constraints such as steep slopes and avalanche/landslide, flooding and tsunami concerns, existing and future development patterns, community acceptability and needs. We will work with CDD staff, the development community, the Steering Committee, Planning and Zoning Commission (PZC) members and other interested and potentially affected interests throughout this code revision to ensure we identify the correct issues to be addressed in this Title 16 code revision. Our strategy for public education and involvement is outlined in *Task 5 - Public Outreach Plan*.

In addition to our findings in Task 2, we identified several areas that could be revisited with CDD staff to confirm if they should be addressed with this code update, including:

- 900' cul-de-sacs and issues with emergency access.
- Plat processing timelines to find areas of efficiency for recording final plats in the Anchorage recorder's office.



TASKS 2 and 3 DELIVERABLES

Technical Memo on [Title 16 Code Assessment and Identified Areas of Concern](#) to be provided to public.

Task 4: Develop Code Revision Recommendations

Based on our review of Title 16, Title 17 and the Comprehensive Plan, we identified the following preliminary areas that may be included in code revisions:

- **Consider the establishment of new Alternative Subdivisions, such as Conservation Subdivisions and/or Unit Lot Subdivisions.** Valdez is environmentally unique, with parts of the City susceptible to flooding, erosion, earthquakes and landslides. The establishment of new subdivision types that put importance on preserving environmentally sensitive lands, while also allowing for safe and responsible development, has been used with success in other communities. In the more urban areas of Valdez where medium to high density is desired, Unit Lot Subdivisions may be used to provide smaller, fee simple lots of attached dwelling units. Financing has historically created challenges in developing condominium style developments. In some cases, financial institutions require 50-75% of the units to be pre-sold prior to securing funding. Unit Lot Subdivisions are a lending tool that allow the developer to obtain financing more easily for the project, while at the same time creating more affordable dwelling units on fee simple lots.

- **Establish an administrative approval process for minor subdivisions.** The City of Valdez Subdivision regulations distinguishes between major and minor subdivisions. However, it appears that in both cases, approval authority lies with the PZC. In the case of minor subdivisions with no variances or vacations of rights-of-way, an administrative review and approval process would be beneficial. This may reduce cost and provide approval expeditiously.

- **Extend the approval period for both minor and major subdivisions.** In Alaska, where development occurs primarily in the summer months, a small setback in the permitting process could result in a year(s) long delay. By extending the approval period, you're giving the developer ample time to resolve all conditions associated with plat approval rather than needing to come back after 12 months for an administrative extension. Consider 18-24 month approvals with one administrative 18-24 month time extension.

- **Establish public and private snow disposal sites.** Valdez receives on average 330" of snow annually, triple many other parts of the state. Valdez should consider establishing a reliable standard for required snow storage areas. Furthermore, use of public recreation space and residential land for snow storage should be reviewed to determine if this is the highest and best use.

- Establishment of additional large-scale public and private snow disposal sites.
- Consider snow storage easements adjacent to right-of-way at the time of subdivision.

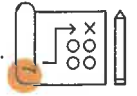
- **Reduce minimum lot depth.** The current lot depth requirement in Valdez is a minimum of 100'. Reduction in the minimum lot depth to 60'-80', may, in some cases, create opportunities for additional lots for housing.

- **Reducing setbacks for corner and double frontage lot to create more land for housing development.** A property owner's ability to develop is often dictated by the developable envelope of the lot. Reducing the setbacks for corner and double frontage lots will provide a larger footprint and allow for design flexibility.



TASK 4 DELIVERABLES

In addition to the above analysis, R&M will provide an analysis/assessment report focusing specifically on which practices are best suited to Valdez based on the code evaluation, local climate, existing and future development patterns in practice and as recommended by the Comprehensive Plan, community acceptability and needs.



Task 5: Public Outreach Plan


A lot of community outreach has occurred during the last several years for the Comprehensive Plan update, as well recently for Title 17 Zoning District code update. We will ensure that our outreach plan and tools for implementing it are clear in the outreach objectives. While the Comprehensive Plan is at the 5,000’ level, the Plan’s implementation through its land use code updates and subdivision code changes will have more scrutiny and participation from the development community, real estate industry and design industry who implements projects. Our public participation/involvement program will focus on tying changes to Title 16 code to the Comprehensive Plan, where necessary, to update outdated standards or regulations that better reflect the Comprehensive Plan’s vision, goals and recommendations. We recommend the following strategies for working with potentially affected interests, stakeholders, development community and City leadership:

Steering Committee (SC)- (Not In Contract) We recommend a SC made up of industry representatives, including real estate, land developers, housing contractors, affordable housing organizations, economic development professionals and one-to-two members from the Comprehensive Plan committee for consistency. We also recommend working with Valdez staff to ensure recommended Title 16 changes are implementable and enforceable. We propose two meetings with the SC at the following milestones:

- Meeting 1 – Introduction of the project and the need for code revisions, summary of code assessment and related Title 17 and Comprehensive Plan objectives and goals to be achieved.
- Meeting 2 – Draft revision to Title 16 for feedback.

Joint PZC/City Council Work Sessions. Our formal adoption strategy at the PZC Commission and City Council Hearings are in *Task 8 - Review and Adoption Process*.

Public Workshop. The public will review and provide feedback on the Draft Title 16 Code Update, after completion of Task 5 Recommendations. Our presentation and community conversation will focus on major content changes, how to read or interpret the proposed code, and communicating its practical significance by applying it to familiar Valdez examples. [Joint PZC/City Council Worksession and Public Workshop will be the same meeting. Valdez Planning Staff will provide public notice of the event.](#)




TASK 5 DELIVERABLES

- Public Outreach Plan
- Implementation Schedule for Code Revision
- Meeting Agendas, Materials and Advertisements
- Public Engagement Outcome Summaries for each Public Interaction

Task 6: Draft Proposed Title 16

The work of the preceding tasks will culminate with development of the internal draft Title 16 Code. We will workshop draft revisions to Title 16 with CDD staff prior to releasing a public review draft. Title 16 is implementation zoning, a tool for decision-making, and should be easily understood by a wide variety of audiences. We will present the preliminary draft to CDD Staff and the SC (Meeting 2) and release it for inter-agency review and comment. After review and resolution of CDD Staff and inter-agency review comments, we will create and distribute the public review draft of Title 16 for public review.

Test Project and Case Study. (Not in Contract) In reviewing the City’s 2024 budget and other City of Valdez resources, including recent news articles, increasing the housing supply and ensuring new housing is attainable is an area of concern that Title 16 revisions should focus on. After we have developed a new Title 16 with the CDD Staff/PMT, we recommend testing it with a concept project to ensure it will be implementable. We will develop a conceptual site plan based on the recently adopted Title 17 Zoning ordinance and the revised Title 16 code to show how a new housing project would be implemented.




TASK 6 DELIVERABLES

- Internal Draft of Title 16
- Inter-agency Review Draft of Title 16
- Public Review Draft of Title 16

Task 7: Draft New Ordinance with Revision to Title 16

We will prepare a draft ordinance based on the agreed upon draft revisions to Title 16 with CDD staff. We will organize a work session with City Clerk and City Attorney’s office to ensure compliance with the City’s charter.



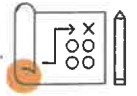
TASK 7 DELIVERABLES

- Draft Ordinance
- Public Review Ordinance

Task 8: Review and Adoption Process

Our team will be available to assist City of Valdez CDD staff and City Clerk’s office staff with the code adoption process by providing presentations, preparing draft and final ordinances, and attending public hearings. We will successfully present the updated code for adoption. Our support will include:

- [Joint PZC/City Council-Work session 1 \(in-person\)](#)– to introduce the code revision, research and analysis to date, and provide an overview of the process and schedule.
- PZC Work Session 2 ([virtual](#)) – facilitate review of draft ordinance and recommended changes to Title 16.
- ~~Incorporating changes from PZC work session 2 into a public review draft of Title 16 revisions:~~



- PZC Public Hearing on Title 16
- After the hearing, updating the code revisions and work with CDD Staff and the City Clerk’s office for City Council introduction (1st reading) and City Council Public Hearing for Adoption (2nd reading).

Final Title 16 Code. We will capture changes to the code from Tasks 6 and 7 in this task. We will provide a comment response matrix with identified changes and the reasons for the changes to document the process. The code will become final with adoption by City Council, the final step in Task 8.

TASK 8 DELIVERABLES
Code Adoption
Final Title 16 Subdivision Code

UNDERSTANDING COMMUNITY NEEDS

During development of the Comprehensive Plan, a Community Survey was used to focus the plan’s priorities by asking Valdez residents to rank public funding priorities. The 2020 Community Survey resulted in housing as the top priority, with expanded public water and service as the second highest priority. Residents were also supportive of economic development in Valdez through providing new water, sewer and road connections as the third highest priority with 49% support in the survey. With this understanding, the City’s 2024 budget priorities and the goals and action items from Plan Valdez, we will focus Title 16 Code Revisions to help the City move forward in achieving these goals. While updating Title 16 is one lever the City can use to facilitate more housing development, it is one of many tools that can be concurrently implemented to continue the momentum Valdez has started.

Below is a preliminary list of recommendations and action items outside of code revisions to facilitate housing:

- Create a Chief Housing Officer position that works with CDD Staff, Financing and Public Works to coalesce efforts on attaining new housing.
- Develop Private Public Partnerships (P3) for housing development, which helps developers offset the cost of new construction infrastructure such as utilities, water and sewer, roads and drainage.
- Extend the Housing Incentive Program, which was adopted by the City Council in 2022 and expires on December 31, 2025 to continue to provide a \$10,000 cash payment for the creation of qualifying new dwelling units in Valdez.
- Extend the Alaska Housing Land Development Grant Program, which expires on December 31, 2024,

- Incentivize more senior living housing, such as Valdez Senior Living Apartments, which is underway.
- Consider a tax abatement program that will offset the cost of housing development, such as an Accessory Dwelling Units (ADU) incentive grant.

UNIQUE CHALLENGES

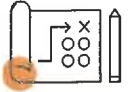
A significant portion of developed areas in Valdez are within mapped natural hazard areas susceptible to tsunamis, flooding, erosion, liquefaction during earthquakes or landslides, and avalanches. Fire danger is also a risk, as well as snow loads in the winter from high precipitation. Future subdivisions and development in Valdez will need to consider the risk of natural hazards in addition to areas already developed in high hazard zones such as Alpine Woods Nordic Subdivision, Corbin Subdivision, Valdez Glacier Stream Valley, Slater Creek and Corbin Creek Valleys, Valdez Airport, Mineral Creek drainage and Richardson Highway MP 0 to MP 3.0 (within the City) and MP 10 to MP 20 (City limits). In addition to natural hazards as a constraint for growth, we have identified the preliminary challenges from our review of Valdez studies, plans and resources related to the housing supply shortage:

- Aging housing stock.
- Housing affordability.
- Variety of housing for vulnerable populations such as low-income and senior populations.
- Mobile homes not constructed to a standard suitable for Valdez’ severe and harsh climate.
- Cost of construction for development.
- Utilities expansion and connections.

PUBLIC OUTREACH PLAN

Our public outreach plan is discussed under Task 5.





Fee Schedule and Cost Estimate

FEE SCHEDULE

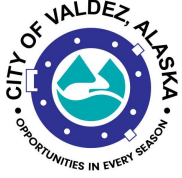
Name	Title	Rate (\$/hr)
R&M		
Dave Whitfield	Project Manager	\$201.60
Len Story, PLS	Contract Manager	\$345.60
Beth McKibben, AICP	Land Use Planner/Public Involvement	\$192.96
Van Le, AICP	Land Use Planner	\$224.64
Taryn Oleson-Yelle, AICP	Land Use Planner/Public Involvement	\$164.16
Rachael Selby, EIT	Planner/Public Involvement	\$115.20
Dave Hale, PLS	Land Surveyor/Platting Specialist	\$210.24
Don Porter, PE	QA/QC	\$244.80

COST ESTIMATE

Below is a summary overview of our cost estimate for the code revision. It is inclusive of all tasks and expenses (travel, in-person meetings, public involvement materials, etc.). More detailed cost information can be found on the following pages.

Task	Cost	Expenses	Subtotal
1. Comprehensive Plan Review (NIC)	\$23,420 \$0	-	\$23,420 \$0
2. Title 16 Code Assessment	\$17,433 \$19,077	-	\$17,433 \$19,077
3. Analyze and Identify Areas of Concern (Combined w/Task 4)	\$9,982 \$0	-	\$9,982 \$0
3. Develop Code Revision Recommendations (Combined w/Task 3)	\$16,399 \$14,112	-	\$16,399 \$14,112
4. Public Outreach	\$44,127 \$17,050	\$6,380 \$3,510	\$50,507 \$20,560
5. Draft Proposed Title 16	\$14,230 \$11,290	-	\$14,230 \$11,290
6. Draft Ordinance	\$13,579 \$12,436	-	\$13,579 \$12,436
7. Review and Adoption Process	\$17,672 \$12,280	-	\$17,672 \$12,280
		TOTAL	\$163,222 \$89,755





Legislation Text

File #: 25-0036, **Version:** 1

ITEM TITLE:

City Manager Report

SUBMITTED BY: John Douglas, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Council Review

SUMMARY STATEMENT:

For Council Consideration.

January 21, 2025

City Manager Report

- Returning from Hawaii. The Big Island is an incredible place.
 - Thank you to Assistant City Manager Hinkle for your leadership in my absence.
- I would like to congratulate Jordan Nelson for promotion to Assistant City Manager and retaining his role as Finance Director.
- I have registered for ICMA Coaching program and Conference scheduled for October 25-29, 2025.
- Updated Federal and State Legislative Priorities expected on the February 4th, 2025, Council Meeting. Please discuss proposed amendments with Clerk to expedite procedures here.
- Assistant City Manager Bart Hinkle will be leading staff to Juneau this year. His second consecutive year going to ensure Valdez's voice is heard on significant emergency response interests at the State level. Staff would like to prioritize planning for future of State Ferry Terminal uses and future leasing at Pioneer Airfield.
 - Prioritizing tie-in at Kelsey dock to allow cruise ships to dock closer to town.
- I will be leading staff in DC.
 - We will be looking at growing coast guard footprint in Valdez. Including expediting 8 housing units promised to Valdez.
 - Planning for arrival of new vessel, and port and harbor planning for future military waterborne vessels. Expedite permitting of dock at sea otter park.
 - Advocating for additional funding for our emergency radio response project which serves not only Valdez, but the wider Chugach area. Roughly \$5M in funds needed.
 - Report on all our successes related to housing and childcare and thank the federal legislators.
- Tonight's Personnel Regulation changes reflect a year's worth of conversation with our staff ERT. Many of these changes were driven by their concerns related to existing policy. We expect these changes to make us competitive in workplace in the future as well.
- Ravn Airlines is still adjusting to new schedule and encourage community feedback on current schedule.