



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, January 16, 2024

7:00 PM

Council Chambers

Regular Meeting

WORK SESSION AGENDA - 6:00 pm

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

1. [Work Session: 2024 State Legislative Priorities and Strategy](#)

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC BUSINESS FROM THE FLOOR

V. CONSENT AGENDA

1. [Approval of Contract with KVAK Radio for Broadcasting Services in an Amount Not to Exceed \\$40,000](#)
2. [Approval to Go Into Executive Session Regarding City Clerk Annual Evaluation](#)

VI. UNFINISHED BUSINESS

1. [#23-68 - Approving Port Valdez Company Memorial Art Installation at Meals Hill](#)

VII. NEW BUSINESS

1. [Approval of Extension of Physician Recruitment Contract with Angela Alfaro, MD.](#)
2. [Approval of Contract with Kim Hutchinson dba Trust Consultants for State Lobbyist Services in the Amount of \\$50,000](#)
3. [Approval of Federal Lobbying Contract with Capitol Hill Consulting Group in an Amount Not to Exceed \\$100,000.](#)

4. [Approval of 2024 City of Valdez State Legislative Priorities](#)
5. [Approval of 2024 Federal Legislative Priorities](#)
6. [Approval of Memorandum of Understanding with U.S Army Garrison Alaska \(USAG Alaska\) for Operation and Maintenance of Glacier Campground](#)
7. [Approval of Memorandum of Understanding with U.S Army Garrison Alaska \(USAG Alaska\) for Operation and Maintenance of Allison Point Campground](#)
8. [Approve Agreements with the Natural Resources Conservation Service Relating to Glacier Stream Erosion Protection](#)

VIII. RESOLUTIONS

1. [#24-02 - Amending the 2024 Budget by Transferring \\$61,000 from Budget Variance Reserve to Public Safety Department Personnel Accounts](#)

IX. REPORTS

1. [Monthly Treasury Report: November, 2023](#)

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

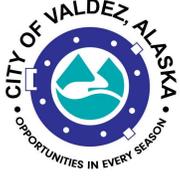
1. City Manager Report
2. City Clerk Report
3. City Attorney Report
4. City Mayor Report

XI. COUNCIL BUSINESS FROM THE FLOOR

XII. EXECUTIVE SESSION

XIII. RETURN FROM EXECUTIVE SESSION

XIV. ADJOURNMENT



Legislation Text

File #: 24-0018, **Version:** 1

ITEM TITLE:

Work Session: 2024 State Legislative Priorities and Strategy

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:

Attached are draft 2024 State Legislative Priorities and draft calendar of potential travel dates.

State Lobbyist Kim Hutchinson of Trust Consultants will be present for the work session.



City of Valdez, Alaska - 2024 State Legislative Priorities

DRAFT

Support Local Housing and Child Care Needs

The two biggest economic challenges currently being faced by Valdez residents are a lack of child care and a lack of housing options in our community. The City Council has identified housing and child care as their top two priorities. Valdez is not alone in this struggle and communities across Alaska are being adversely impacted by the lack of affordability, adequacy, and availability of childcare and housing. Local communities are doing what we can to address these dual crises but desperately need support from the state government.

Take Active Steps to Stabilize Alaska's Child Care Sector

The Valdez Child Care Crisis Task Force noted a need for sustained support from both state and federal governments to stabilize local child care economies. The state should consider:

- Helping providers navigate the licensure process by creating positions within the Child Care Program Office able to provide direct support to individuals wishing to become licensed child care providers.
- Creating a statewide shared services alliance or similar organization to allow child care professionals access to health insurance, benefits and administrative support.
- Passing legislation that increases access to funding or flexibly in use of existing child care assistance funds, such as HB 89, HB 46 or HB 206.
- Continuing to support flexibility in how individual communities approach child care challenges.

Support Housing Initiatives and Funding

We ask that the legislature and the governor maintain and expand funding for initiatives that directly aid local communities in addressing housing scarcity and affordability issues.

Increase Local Control in Municipal Property Taxation

Assessed values of homes have dramatically increased in Valdez in recent years and this creates significant hardship for many residents. However, state law significantly limits how local governments can respond to offer taxpayers some relief. We urge the Alaska Legislature to carefully reexamine AS 29.45 governing property taxation by local governments in Alaska and support efforts to add flexibility in allowable local tax exemptions, especially for residential properties.

Passage of SB 77 or HB 84 would provide some additional tools for local governments, but there is a larger need for local governments to be able to more freely govern their own taxation procedures.

Adequately Fund Public Education

We urge the Alaska Legislature and the Governor to adequately and equitably fund K-12 education in Alaska as the Alaska Constitution mandates. Support for education accounts for 19% of the city's annual appropriations. A significant disparity exists between organized and unorganized areas in the state in the level of state support received for education. The City of Valdez supports making state education funding mechanisms more equitable across community types.

Increase the Base Student Allocation

Years of the state funding schools at the same level and not accounting for major inflationary pressures equates to a cut to education funding by the state. The City of Valdez urges legislation be enacted to adjust the education funding formula outlined in AS 14.17 to account for inflation and supports the legislature passing HB 65, SB 52, or a similar measure.

Fund School Bond Debt Reimbursement and School Major Maintenance

The City of Valdez urges full funding of School Bond Debt Reimbursement as allowed under AS 14.11 and supports continued funding of the Department of Education and Early Development's School Major Maintenance Grant Program.

Prioritize a Stable and Attractive Public Retirement System

The quality of Alaska's Public Retirement System is important for recruiting and retaining public servants, especially our first responders. We believe the creation of a new defined benefits option within the state retirement system is desirable and is especially important for attracting and retaining emergency services personnel. The city urges the legislature to pass HB 22 or a similar measure.

Additionally, the current employer contribution of 22% required by AS 39.35.255 causes the City of Valdez and other municipalities to incur significant additional payroll costs with little direct benefit to our current employees. We encourage the Legislature to direct any windfalls of revenue toward paying off the still outstanding unfunded liability of the historic defined benefit tiers.

Support Fisheries and Mariculture Industries

Valdez is home to 41 permit holders and homeport to 91 vessels participating in various commercial fisheries and one of the largest purse seine salmon fisheries in Alaska. Each summer, up to 200 commercial vessels fish near the Solomon Gulch Hatchery, the Alyeska Marine Terminal and regulatorily closed waters. Additionally, Prince William Sound has an emerging mariculture industry with significant potential to drive economic diversification in the region.

Stable Funding of the Alaska Department of Fish & Game Commercial Fisheries Division

The Valdez fishing fleet relies on the Alaska Department of Fish & Game Commercial Fisheries Division to ensure maximum fishing opportunities and sustainable resource management. The legislature and the governor must recognize the need for a budget that minimizes adverse impacts on the core functions of this division.

Successful commercial fisheries in our region hinge on the following: maintaining adequate staffing levels in Prince William Sound to provide for effective fisheries management; fully funding in-season data collection activities; maintaining the division's ability to conduct accurate in season reporting; and providing support for ongoing research projects.

Fund of Alaska Seafood Marketing Institute

Alaska's seafood processors are experiencing unprecedented impacts to seafood markets due to increased production costs (inflation, interest rates, labor wages), reduced consumer demand post-pandemic, unfair trade policies, and geopolitical events. Global events have resulted in a weak Russian currency and dumping of Russian seafood, collapsing seafood markets, and built-up inventories which have led to the decline of ex vessel and first wholesale prices for all Alaska seafood, including salmon, pollock, cod, and sablefish. PWS fishermen and processors depend on strong markets to purchase annual production and provide for a stable business environment.

Mariculture

The City of Valdez is heavily invested in ensuring that the mariculture industry thrives in Prince William Sound and applauds legislative, regulatory and budgetary efforts on mariculture development at the state and federal levels. We encourage the legislature, the governor and the Alaska Department of Fish and Game to continue supporting this emerging industry.

[Adequately Fund and Staff Essential State Services](#)

The City of Valdez continues to urge the State of Alaska to maintain funding for essential services. Cuts to many services create a significant burden for the Valdez community and minimal savings for the State of Alaska.

Alaska Court System and Department of Law: The Valdez Police Department has noted significant delays in prosecution of criminal charges by the state and a lack of resources for conducting local trials.

- Maintain state funding for criminal prosecutions.
- Address staffing shortages causing delays in prosecutions.
- Ensure adequate staffing of the Valdez Courthouse to allow for regular local trials.

Department of Transportation and Public Facilities: The Richardson Highway and Alaska Marine Highway are lifelines for our community and there are various other state-owned roads, bridges and facilities in Valdez that require upkeep and attention.

- Maintain adequate snow removal in and around Valdez - including Thompson Pass and the Richardson Highway.
- Maintain and replace existing state roads and infrastructure as needed.
- Maintain regular ferry service and prioritize upkeep of the Marine Highway terminal in Valdez.

Department of Natural Resources, Division of Parks and Outdoor Recreation: Thousands of acres of State Park Lands surround Valdez and a lack of state support in managing these areas has caused a cost-shift to the City of Valdez.

- Reinstate a full-time Park Ranger Position to deal with maintenance and public safety issues in our state parks.

Department of Environmental Conservation, Division of Spill Prevention and Response: SPAR staff and resources play a key role in ensuring that oil is safely moved through Port Valdez and in making sure that there are resources available in the event of a major oil spill event.

- Support HB 244 increasing the Refined Fuel Surcharge to ensure future funding of oil spill response program.
- Maintain SPAR staff positions in Valdez.

Department of Administration, Division of Motor Vehicles: Maintain full staffing of the local DMV office which allows Valdezians to conduct business without having to travel more than 100 miles.

Department of Family and Community Services, Office of Children's Services: Maintain a local OCS position in Valdez to help ensure the safety of our community's most vulnerable children.

Department of Public Safety, Wildlife Troopers: Maintaining the Valdez post for an Alaska Wildlife Trooper is vital to the fishing community of Valdez and Prince William Sound. The presence of a Wildlife Trooper ensures an orderly fishery and maintains established boundaries for resource protection and marine traffic.

University of Alaska, Prince William Sound College: PWSC is a hub for training and education in our community. The City of Valdez encourages the continued support of Technical and Vocational Education programs at PWSC that support local industries of Oil and Gas, Mariculture, Healthcare and Outdoor Recreation.

State Grant Programs

The City of Valdez recognizes the importance of maintaining funding for various state-administered grant programs that provide essential funding to local governments and community organizations.

The following programs are particularly impactful for our community:

- **Regional and Community Jail Funding (DOC)** – Annually, the state provides essential monetary support to offset the cost of community jail operations. Valdez is one of 15 communities that contract with the state to operate jail facilities in lieu of the state taking on this public safety responsibility.
- **Alaska Community Transit Human Service Grant Program (DOT&PF)** – This grant program allows the Valdez Senior Center, a non-profit organization, to continue acting as the lead agency providing transit services to seniors and individuals experiencing disabilities. This program enables these vulnerable populations to participate in activities of daily life. The Valdez City Council passed Resolution #23-54 supporting the senior center’s 2024 application for this grant.
- **Community Based Primary Prevention Program Grants (CDVSA)** – This grant program supports activities to prevent domestic violence in our state. In Valdez, the local non-profit Advocates for Victims of Violence relies on this funding source to aid individuals facing family or intimate partner violence.
- **Recreational Boating and Access Program (ADF&G)** – The City of Valdez is interested in pursuing funding through this program to improve the boat launch ramp at the Valdez Small Boat Harbor.

City of Valdez Capital Project Priorities

1. **Hermon Hutchinson Elementary (HHES) Roof & Exterior Envelope Replacement – \$9,528,585**
2. **Pavement & Utilities Rehabilitation Phase 4 - \$6,600,000**
3. **Valdez Harbor Launch Ramp Replacement - \$4,250,000**
4. **Public Safety Radio Network and Equipment Replacement - \$4,000,000**

DOT&PF Priority Projects

- **Richardson Highway Resurfacing & Safety Improvements (Airport Rd to Dayville)**
- **Mineral Creek Loop Road Resurfacing**
- **Mineral Creek Bridge (Bailey Bridge) Replacement**
- **Resurfacing and Lighting Improvements on Hazelet Ave.**

STATE LEGISLATIVE ADVOCACY OPTIONS 2024

IMPORANT DATES	STARTING	DATES TO AVOID	STARTING	ENDING
1 ST PREFILE RELEASE	1/8/24	Resource Development Council	1/22/24	1/23/24
2 ND PREFILE RELEASE	1/12/24	AK Chamber	1/24/24	1/25/25
FIRST DAY OF SESSION	1/16/24	Alaska Power Association	1/31/24	2/1/24
PERSONAL BILL DEADLINE	2/19/24	Alaska Council of School Administrators	2/3/24	2/7/24
DAY 90	4/14/24	Southeast Conference	2/6/23	2/7/23
DAY 121	5/15/24	AASB	2/9/24	2/13/24
		Fairbanks Chamber	2/13/24	2/15/24
		AML Winter Conference	2/20/24	2/22/24
		Alaska Hospital and Healthcare Association	2/20/24	2/21/24
		CHARR	2/20/24	2/21/24

JANUARY							FEBRUARY							MARCH							APRIL							MAY							
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
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22	23	24	25	26	27	28	19	20	21	22	23	24	25	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	
29	30	31					26	27	28	29				25	26	27	28	29	30	31	29	30						27	28	29	30	31			



Legislation Text

File #: 24-0019, **Version:** 1

ITEM TITLE:

Approval of Contract with KVAK Radio for Broadcasting Services in an Amount Not to Exceed \$40,000

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: \$40,000

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

Funding Source: 001-5300-45400 (Council) and 001-5350-43350 (Clerk)

RECOMMENDATION:

Approve contract with KVAK Radio.

SUMMARY STATEMENT:

This contract provides broadcasting services and meeting advertising for City Council meetings and budget work sessions.



City of Valdez Agreement for Services

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and KVAK ("Contractor") is effective on the day of January 16th and expires on December 31, 2024 ("Initial Term"). Prior to expiration of the initial term of this agreement, and provided KVAK has, in the judgement of the City, satisfactorily provided the services contemplated in the agreement, KVAK or the City of Valdez may extend this agreement for two additional 1-year terms.

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

Project Name: COV: Council & COV: Clerks KVAK Broadcast Services

Cost Codes: 001-5300-45400 (COV: Council) or
001-5350-45400/001-5350-43350 (COV: Clerks)

Contractor's project manager under this agreement is Laurie Prax. Contractor's project manager may not be changed without the written consent of the City.

City's project manager under this agreement is Sheri Pierce.

Appendix A Scope of Work

KVAK shall broadcast **City Council regular meeting agenda announcements**, consisting of regular meeting date, time, location and New Business agenda content, on KVAK Radio and through the KVAK email newsletter on the following schedule:

- For each City Council regular meeting, broadcast twenty-one (21) radio spots on both 93.3FM & 1230AM, broadcast twenty-one (21) radio spots on KVAK-AM Stream & KVAK-FM Stream, and print ad in KVAK's e-mail newspaper the Monday prior to the regular meeting ("City Council Regular Meeting Announcement")

KVAK shall broadcast **City Council budget work sessions announcements**, consisting of budget work session date, time, location and agenda topics, on KVAK Radio and through the KVAK email newsletter on the following schedule:

- For each City Council budget work session, broadcast twenty-one (21) radio spots on both 93.3FM & 1230AM, broadcast twenty-one (21) radio spots on KVAK-AM Stream & KVAK-FM Stream, and print ad in KVAK's e-mail newspaper the Monday prior to the budget work session. ("City Council Budget Work Session Announcement")

**Appendix B
Basis of Compensation**

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

1. \$449 for each City Council Regular Meeting Announcement (includes radio spots and email newspaper ad as outlined in Appendix A).
2. \$449 for each City Council Budget Work Session Announcement (includes radio spots and email newspaper ad as outlined in Appendix A).
3. The City may purchase additional radio spots from KVAK using either the COV: Council or COV: Clerks accounts at the discounted rate of \$17 for a 30-second spot or \$20 for a 60-second spot.

Monthly invoices should be submitted for payment to: City of Valdez, Attn: City Clerk, PO BOX 307, Valdez, AK 99686.

Payment shall be made based on the proposed fee and shall not exceed \$40,000 without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

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.

KVAK

By: _____
Laurie Prax

Date: _____

Title: _____

Federal ID# _____

Mailing Address

City, State, Zip Code

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

Date: _____

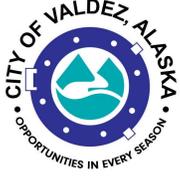
ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date _____

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

Jake Staser, City Attorney



Legislation Text

File #: 24-0020, **Version:** 1

ITEM TITLE:

Approval to Go Into Executive Session Regarding City Clerk Annual Evaluation

SUBMITTED BY: Sheri L. 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.](#)

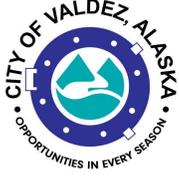
SUMMARY STATEMENT:

The City Clerk and City Manager are appointed by and work under the direction of the Valdez City Council. The City Council conducts their annual performance evaluation.

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

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

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



Legislation Text

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

ITEM TITLE:

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

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

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

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

SUMMARY STATEMENT:

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

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

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

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

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

CITY OF VALDEZ, ALASKA

RESOLUTION #23-68

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

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

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

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

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

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

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

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

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

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

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

Resolution #23-68
Page 2

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

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



City of
VALDEZ

Mission:

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

November 21, 2023

VALDEZ RISING

“Suacit”

[Soo-Wa-Chit]

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

www.valdezrising.com

Valdez Rising – *Suacit*

The Project

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

OLD TOWNSITE OR "HAZELETVILLE"

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

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

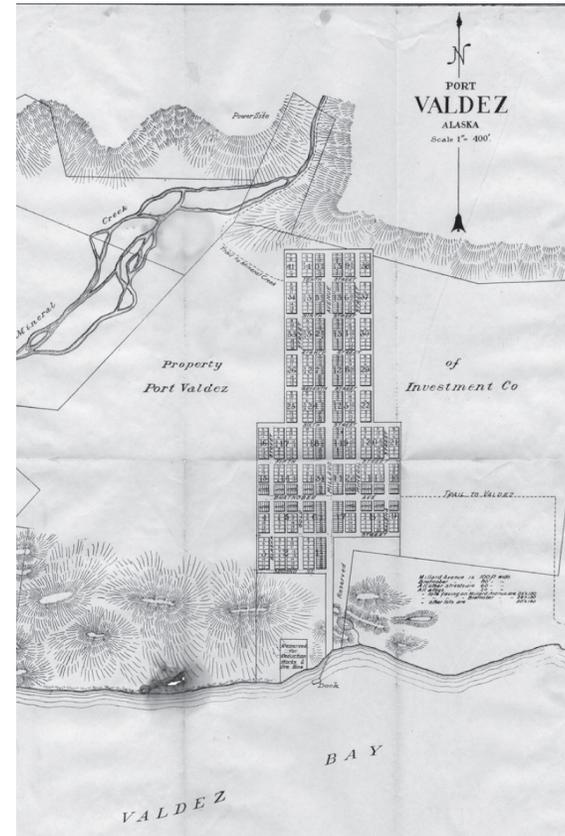
VALDEZ C of G

1901

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

—George C. Hazelet

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

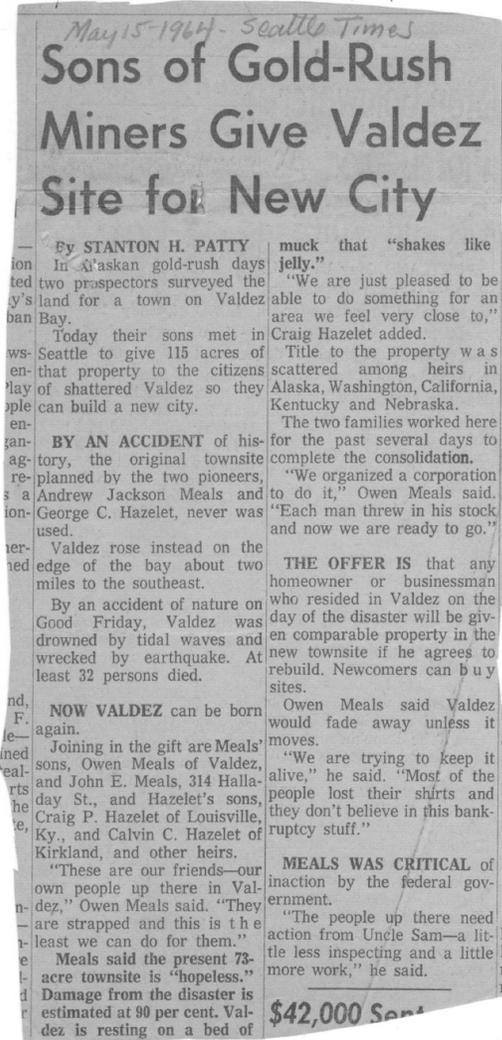


The Port Valdez Investment Co., a.k.a. “Hazelet’s Hay Ranch” or “Hazeletville” property sales plat. Courtesy of Mary Ellen Murphy Collection.

1964

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

—Owen Meals, April 1964



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

MEALS HILL PARKLANDS

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

MEALS HILL PARKLANDS HISTORY

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

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

The Port Valdez Co. & City of Valdez Sales Agreement

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

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

Founder A



Founder B



The Valdez Story

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

“Valdez Rising”

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

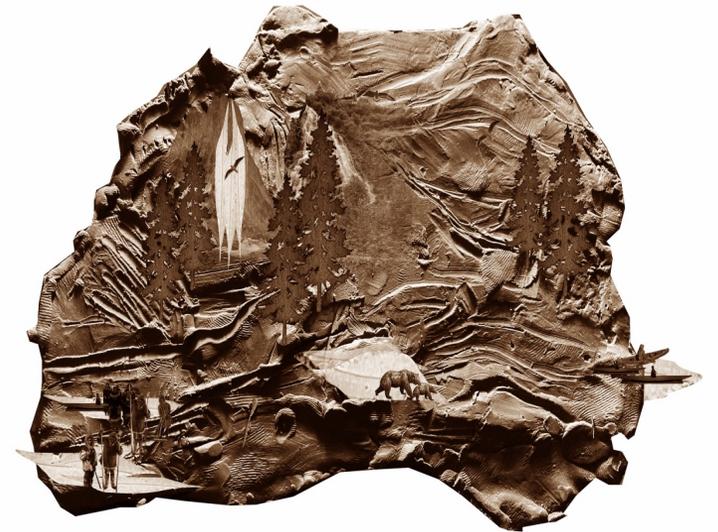
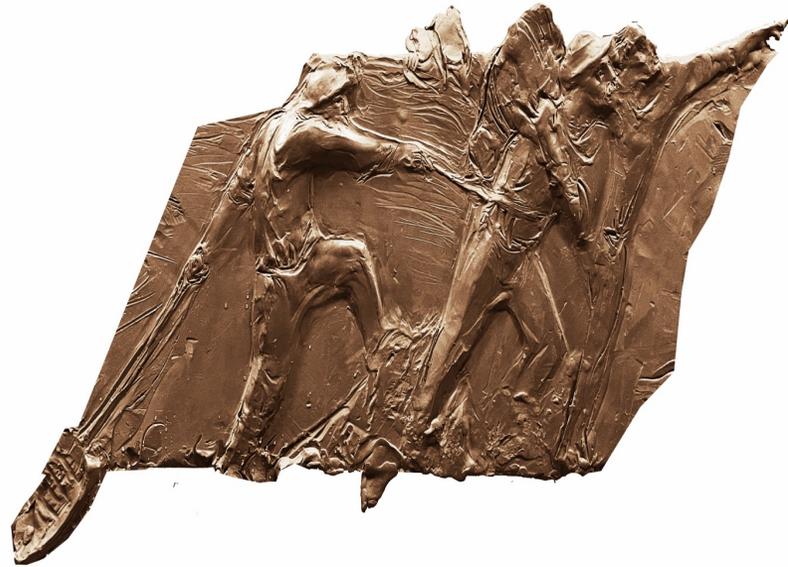
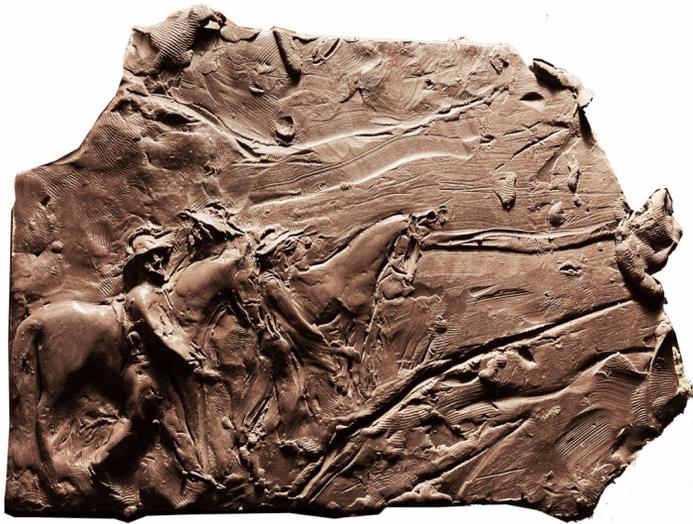




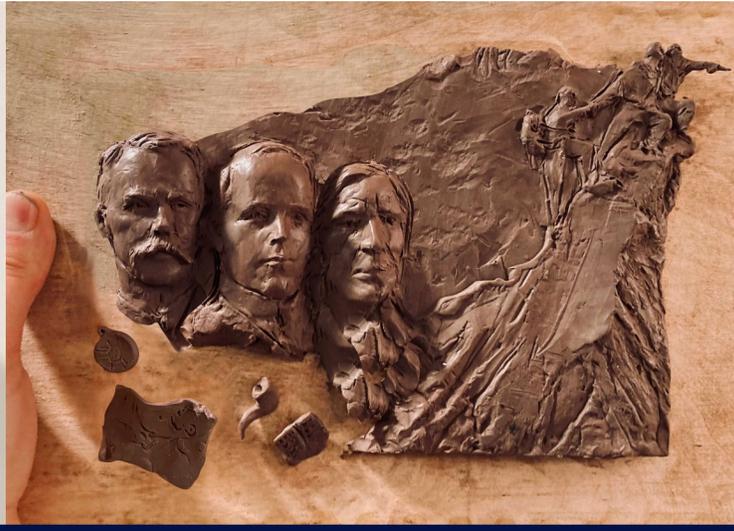
Panels in Bas Relief

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

December 21, 2021 City of Valdez Council Meeting



May 5, 2023 Valdez Community Meeting



NOVEMBER
21, 2023
City of Valdez
Council
Meeting



Always Looking Forward

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

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

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

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

[A. Plaque]

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[B. Plaque]

VALDEZ RISING

“Suacit”

[Soo-Wa-Chit]

“The People From the Place That Rises Into View”

These sculptures at the gateway to the Meals Hill parklands and trails celebrate the history and culture of the City of Valdez and the collaborative spirit of those who built it. That spirit was inspired by the longtime leadership of George Cheever Hazelet and Andrew Jackson Meals, and the Native Alaskans they relied on.

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

[C. Signature Plaque]

VALDEZ RISING

“Suacit”

“The People From the Place that Rises into View”

1898

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

The Community of Valdez, Alaska

Founded 1901

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

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

and the Citizens of Valdez

www.valdezrising.com



Information added to existing website: www.valdezalaska.org

Page 1:

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

Page 2:

Meals Park Map (with “you are here”)

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

CENTER PANEL



Center Panel Narrative

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

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

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

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

Center Panel Sculpture Imagery

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

LEFT PANEL



Left Panel Narrative

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

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

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

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

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

Left Panel Sculpture Imagery

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

RIGHT PANEL



Right Panel Narrative

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

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

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

Books about the Pioneers and Native Alaskans:

Hazelet's Journal - by George Cheever Hazelet

Icebound Empire - by Elizabeth Tower

The Native People of Alaska - by Steve Langdon

Alaskan History - in Brief - by James Barnett

Valdez Rises - by Tabitha Gregory

www.valdezalaska.org

www.visitvaldez.com

Right Panel Sculpture Imagery

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

NOVEMBER
21, 2023
City of Valdez
Council
Meeting



Estimated BUDGET*

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

Total: \$244,700.00

Funding

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

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

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

Total to date\$143,750



United States Department of the Interior



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

In Reply Refer To:
2160 (AKA02000)
AA095494

Sent via Email

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

Dear Mr. Clark,

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

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

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

Sincerely,

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

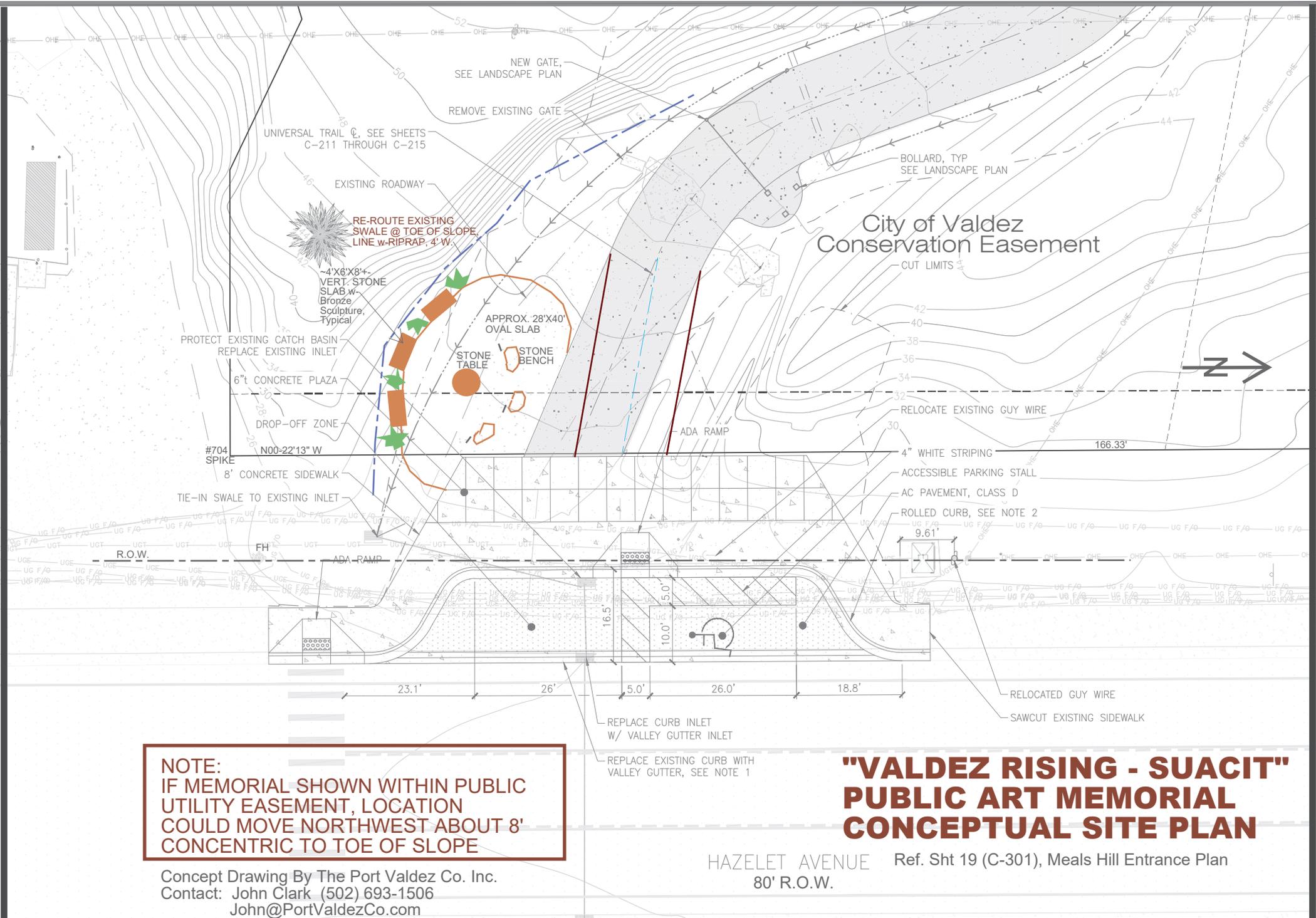
Marnie Graham
Field Manager

APPROVAL TO MOVE FORWARD
with
Valdez Rising – *Suacit*

“The People From The Place that Rises Into View”

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

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



City of Valdez
Conservation Easement

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

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

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

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

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



United States Department of the Interior



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

In Reply Refer To:
2160 (AKA02000)
AA095494

Sent via Email

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Sincerely,

Marnie Graham
Field Manager

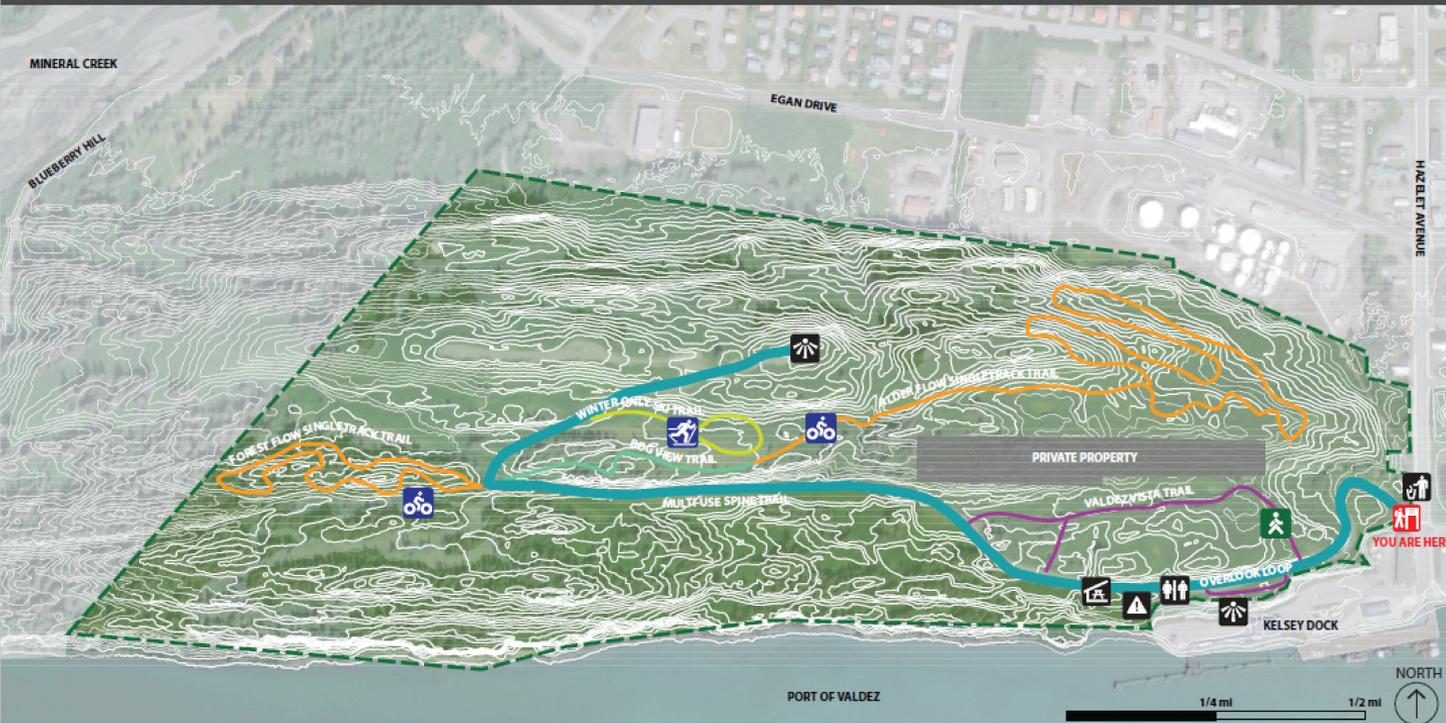


MEALS HILL PARK

TRAIL ETIQUETTE



TRAIL MAP



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

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

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

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

Park History

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

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

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

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

Conservation & Stewardship

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

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

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

Habitats of Meals Hill:

Intertidal Zone

Meals Hill is located right on the water, its rocky cliffs along the port of Valdez contain tidal species.

Coastal Rain Forest

Valdez is located within the Pacific Temperate Rainforest, which extends down to the coast of California. The Pacific Temperate Rainforest is the largest rainforest in the world.

Mountain Views

Weather dependent, spectacular views will be visible along your visit.

Old Growth Conifers

Throughout the forests of Meals Hill, there are old growth Sitka Spruce and hemlock.

Things to Look For:

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

Be Aware Of:

Cow Parsnip
Heracleum maximum

Devil's Club
Ophiopanax horridus

Stinging Nettle
Urtica dioica

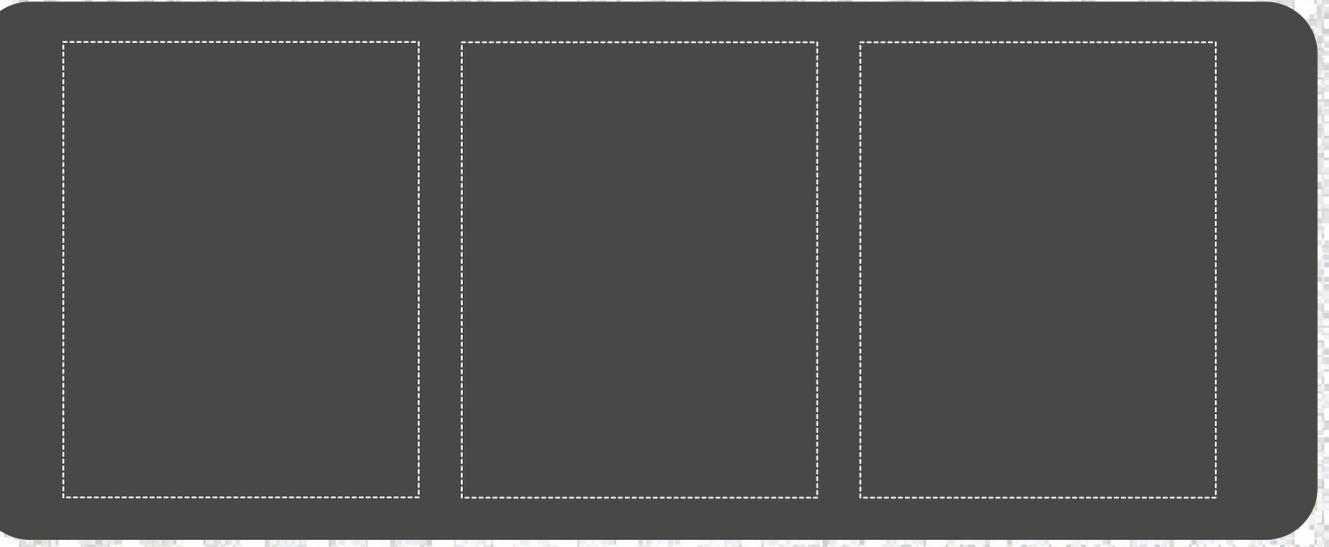
Watch Out for Moose and Bear
Make Noise & Keep Your Distance

Butter & Eggs
Linaria vulgaris

Bird Vetch
Vicia cracca

Spotted Knapweed
Centaurea stoebe

Orange Hawkweed
Pilosella aurantiaca



Between Land & Sea: The Intertidal Zone

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

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

Cliff Dwellers: Sea Birds of Valdez



Arctic Tern
Sugpiaq: Nerusiculik

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



Black Legged Kittiwake
Sugpiaq: Ukigiyaq/Qay'agaag

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



Black Oystercatcher
Sugpiaq: Kiggwikiaq

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

A Place of Vital Recovery



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

Life & Legend: Sugpiaq Stories



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

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



Sea Otter
Sugpiaq: Ikamaq

Tidal Species

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



Starfish (Asteroidea sp.)
Sugpiaq word: Agyaruag



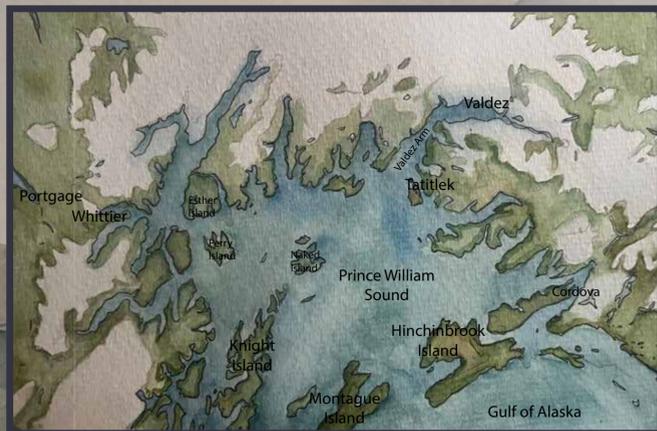
Chiton (Polyplacophora)
Sugpiaq word: Uriitaaq



Barnacles (Cirripedia)
Sugpiaq word: Qaugtat

Ocean Wonders:

Marine Life of Valdez



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

Sea of Sustenance

Hunting Marine Mammals



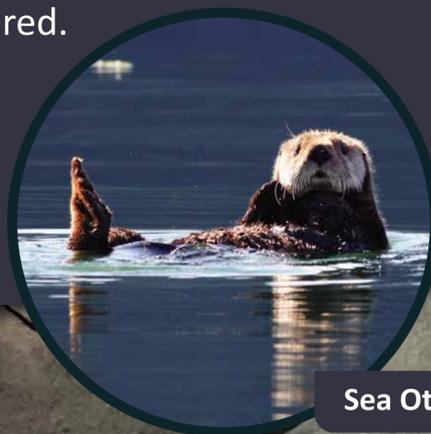
Sugpiaq peoples would have made use of the many animals found in the harbor for their food. Native peoples that lived or traveled to this area would have hunted for various marine mammals - like sea otters, seal, sea lions, and whales. Sugpiaq people would have used harpoons to hunt the sea otters, seal,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

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

Water & Oil



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



Sea Otter



Take a Dive: Marine Mammals



Sea Lion
Sugpiaq: Wiinaq

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



Sea Otter
Sugpiaq: Arhnaq

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



Harbor Seal
Sugpiaq: Qaigyaq

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

Take a Dive: Underwater Views

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



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



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



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

Look Across the Bay. Mountains of Valdez

Mummy Mountain

Peak 4593

Mount Kate

Valdez Marine Terminal

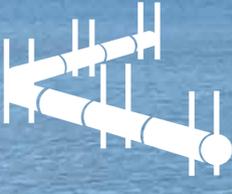
Fort Liscum

Jackson Point

Saw Island

Sawmill Spit

Seal Island

 **Alyeska Pipeline**

 **Oil Spill**

 **In Recovery**

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

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

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

To: Valdez City Council

From: Council Member Devens, Foster, and Love

Date: December 14, 2023

Subject: Meal Hill Art Installation Comments

Fellow Council Members,

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

Comments to Mr. Clark

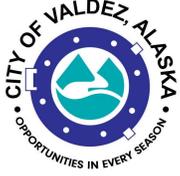
1. As you suggested, we think the center table of the art installation should be focused on the Exxon Valdez Oil Spill. However, instead of designing a piece that shows the ship, oil spill response equipment, etc. we recommend that that the art show a map of the extent of spill affected region, showing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

Narrative to Accompany Center Table

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

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

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



Legislation Text

File #: 24-0021, **Version:** 1

ITEM TITLE:

Approval of Extension of Physician Recruitment Contract with Angela Alfaro, MD.

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: \$67,280
Unencumbered Balance: \$67,280
Funding Source: 3500-200-55000

RECOMMENDATION:

Approve physician recruitment contract.

SUMMARY STATEMENT:

Dr. Alfaro's physician recruitment agreement has reached the end of the initial 5- year term. The agreement provides for an additional 5-year term with an option to extend the agreement for 1 additional 5- year term with compensation adjusted for inflation based on the current CPI. Finance provided the current compensation amount of this contract renewal based on that calculation.

The new contract has been reviewed by legal and modified to include a provision acceptable by Providence and Dr. Alfaro that reads as follows:

- a. Physician shall provide coverage at Providence Valdez Medical Center within the scope of physician's hospital privileges and for services upon terms agreed upon between Physician and Providence Valdez Medical Center.

CITY OF VALDEZ

EXTENSION OF PHYSICIAN RECRUITMENT AND RETENTION AGREEMENT

EXTENSION OF THIS PHYSICIAN RECRUITMENT AND RETENTION AGREEMENT (hereinafter “Agreement”) is made by and between Angela Alfaro (hereinafter “Physician”) and the City of Valdez, Alaska (hereinafter the “City”) and is entered into on the 16th day of January 2024. Physician and City are each individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, the provision of reliable high-quality medical services is of great importance to the health and wellbeing of Valdez citizens; and

WHEREAS, the City has determined that an insufficient number of physicians presently serve the community, and the high turnover rate of physicians practicing within the City of Valdez is detrimental to the health and wellbeing of Valdez citizens; and

WHEREAS, recruiting and retaining highly capable physicians to practice in the City of Valdez requires competitive pay and benefits; and

WHEREAS, the City desires to aid in the recruitment and retention of physicians by offering a financial incentive in addition to regular pay and benefits; and

WHEREAS, offering a financial incentive is necessary to compete in the marketplace for the purpose of retaining skilled physicians to practice medicine in the City of Valdez; and

WHEREAS, Physician intends to continue their medical practice within the City of Valdez.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. TERMS AND CONDITIONS

- a. Physician shall maintain a medical practice within the City of Valdez for the term of this Agreement. Physician agrees to devote Physician’s full professional working time and attention to the practice of medicine within the City of Valdez.

- b. Physician shall provide coverage at Providence Valdez Medical Center within the scope of physician's hospital privileges and for services upon terms agreed upon between Physician and Providence Valdez Medical Center.

2. COMPENSATION

The City will compensate Physician as follows:

The city shall pay Physician up to twenty (20) quarterly retention payments in the amount of \$16,820 per quarter from the date of execution of this Agreement. In the event Physician fails to practice medicine in the City of Valdez for the entire quarter after receiving a quarterly payment the quarterly payment shall be repaid on a prorated basis at a daily rate equal to quarterly compensation divided by the number of days in the quarter.

3. TERM

This agreement shall become effective on the date it is executed and shall remain in effect for a period of five (5) years.

TERMINATION

- a. If either Party fails to perform any provisions herein, that Party shall be in default. The Party not in default may, by written notice, provide notice of the default. If the default is not cured within thirty (30) days or as otherwise agreed to in writing by the parties, then the non-defaulting party may terminate this Agreement in whole or in part for failure to perform. In such event, the defaulting Party shall be liable for damages, as well attorney's fees arising out of or related to the default.
- b. If the Physician discontinues practicing medicine within the City of Valdez for any reason, this Agreement may be terminated by the City.
- c. The City may at its sole discretion terminate this Agreement upon the occurrence of any of the following events:
 - i. the denial, suspension, revocation, termination, restriction, or voluntary relinquishment of the professional license or privileges of Physician,
 - ii. the death or inability of Physician to perform normal and ordinary duties as a physician due to sickness or accident for ninety (90) consecutive days,
 - iii. the termination or revocation of Physician's drug enforcement agency number, or

- iv. the exclusion of Physician from participation in the Medicare, Medicaid, or other government health program.

4. SOLE BENEFIT OF PARTIES

This agreement is for the sole benefit of the Physician and the City. Nothing in this agreement is intended to confer any rights or remedies on any third party.

5. LIABILITY

In no event, whether as a result of breach of contract, tort liability, or otherwise, shall either party or its agents or employees be liable to the other party for indirect, economic, or consequential damages of any nature.

6. NOTICES

Notice under this agreement shall be given in writing and may be hand delivered, sent by U.S. Mail, or faxed as follows:

If to Physician:

Angela Alfaro
PO Box 2494
Valdez, AK 99686

If to City:

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

A party may change the address to which or official to whom notice is to be given by giving notice of such change to the other party.

7. GOVERNING LAW/JURISDICTION

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.

8. NO WAIVER OF IMMUNITIES

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

9. SEVERABILITY

In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision.

10. ASSIGNMENT

Physician may not assign or transfer any of Physician's rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of the City.

11. ENTIRE AGREEMENT

This Agreement represents the entire agreement and understanding between the Parties relative to the recruitment and retention of physicians. All previous or contemporaneous contracts, representations, promises, and conditions relating thereto are superseded.

12. MODIFICATION, AMENDMENT, WAIVER

No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and authorized by both parties.

13. FEES AND EXPENSES CAUSED BY BREACH

The City is entitled to receive actual reasonable attorneys' fees and other expenses incurred by the City by reason of the breach of this Agreement by Physician.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date first above mentioned.

Physician

City of Valdez, Alaska, Authorized

Signature

Sharon Scheidt, Mayor

Name

Date

Title

Attested:

Date

Sheri L. Pierce, MMC, City Clerk

Date

Mailing Address

Recommended:

City, State, Zip Code

John Douglas, City Manager

Date _____

Approved as to Form:

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

Five year contract with option to extend.

Year 2019= contract # 1471

Year 2020= PO 76866

Year 2021= PO 77578

Year 2022= contract # 1471-22

Year 2023= contract # 1471-23

Contract 1471

CITY OF VALDEZ

PHYSICIAN RECRUITMENT AND RETENTION AGREEMENT

THIS PHYSICIAN RECRUITMENT AND RETENTION AGREEMENT (hereinafter "Agreement") is made by and between Angela Alfaro (hereinafter "Physician") and the City of Valdez, Alaska (hereinafter the "City") and is entered into on the 15th day of January, 2019. Physician and City are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the provision of reliable high-quality medical services is of great importance to the health and wellbeing of Valdez citizens; and

WHEREAS, the City has determined that an insufficient number of physicians presently serve the community, and the high turnover rate of physicians practicing within the City of Valdez is detrimental to the health and wellbeing of Valdez citizens; and

WHEREAS, recruiting and retaining highly capable physicians to practice in the City of Valdez requires competitive pay and benefits; and

WHEREAS, the City desires to aid in the recruitment and retention of physicians by offering a financial incentive in addition to regular pay and benefits; and

WHEREAS, offering a financial incentive is necessary to compete in the marketplace for the purpose of retaining skilled physicians to practice medicine in the City of Valdez.

WHEREAS, Physician has accepted employment to practice medicine on a full-time basis in the City of Valdez and intends to continue practice within the City of Valdez in accord with Physician's employment contract.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. TERMS AND CONDITIONS

- a. Physician shall maintain full-time employment practicing medicine within the City of Valdez for the term of this Agreement. Physician agrees to devote Physician's full professional working time and attention to the practice of medicine within the City of Valdez.

- b. Physician shall at all times comply with the terms of any agreement(s) with his or her employer. The City shall have the right to review any such agreement(s) with the understanding that the contents of any such agreement will be kept confidential from the public as required by such agreements or by law.
- c. Nothing in this Agreement shall be interpreted as preventing Physician from acquiring an ownership interest in a medical practice.
- d. This Agreement does not entitle Physician to any compensation for employment prior to the execution of this Agreement.

2. COMPENSATION

The City will compensate Physician as follows:

- a. Within sixty (60) days of execution of this Agreement the City will provide Physician with a Sixty Thousand Dollars (\$60,000) recruitment and transition payment. The \$60,000 recruitment and transition payment is compensation for Physician working as a full-time employee practicing medicine in Valdez for a (12) month period after execution of this Agreement. If Physician voluntarily or as the result of termination for cause fails to work as a full-time employee practicing medicine in Valdez for a period of twelve (12) months after execution of this Agreement, the \$60,000 recruitment and transition payment shall be repaid to City on a prorated basis at a daily rate of \$164.38.
- b. The City shall pay Physician up to sixteen (16) quarterly retention payments in the amount of Fifteen Thousand Dollars (\$15,000) within forty five (45) days of Physician's completion of the initial twelve (12) months of full-time employment and at the beginning of every three (3) months thereafter until the Physician reaches sixty (60) months of full-time employment from the date of execution of this Agreement. In the event Physician fails to work as a full-time employee practicing medicine in the City of Valdez for the entire quarter after receiving a quarterly payment the quarterly payment shall be repaid on a prorated basis at a daily rate equal to quarterly compensation divided by the number of days in the quarter.

3. TERM

This agreement shall become effective on the date it is executed and shall remain in effect for a period of five (5) years, with an option, upon consent of both parties, to extend the Agreement for one (1) additional five (5)-year term with the compensation

provided in this Agreement adjusted for inflation as indicated by the Consumer Price Index.

4. TERMINATION

- a. If either Party fails to perform any provisions herein, that Party shall be in default. The Party not in default may, by written notice, provide notice of the default. If the default is not cured within thirty (30) days or as otherwise agreed to in writing by the parties, then the non-defaulting party may terminate this Agreement in whole or in part for failure to perform. In such event, the defaulting Party shall be liable for damages, as well attorney's fees arising out of or related to the default.
- b. If Physician discontinues work as a full-time employee practicing medicine within the City of Valdez for any reason, this Agreement may be terminated by the City.
- c. The City may at its sole discretion terminate this Agreement upon the occurrence of any of the following events:
 - i. the denial, suspension, revocation, termination, restriction, or voluntary relinquishment of the professional license or privileges of Physician,
 - ii. the death or inability of Physician to perform normal and ordinary duties as a physician due to sickness or accident for ninety (90) consecutive days,
 - iii. the termination or revocation of Physician's drug enforcement agency number, or
 - iv. the exclusion of Physician from participation in the Medicare, Medicaid, or other government health program.

5. SOLE BENEFIT OF PARTIES

This agreement is for the sole benefit of the Physician and the City. Nothing in this agreement is intended to confer any rights or remedies on any third party.

6. LIABILITY

In no event, whether as a result of breach of contract, tort liability, or otherwise, shall either party or its agents or employees be liable to the other party for indirect, economic, or consequential damages of any nature.

7. NOTICES

Notice under this agreement shall be given in writing and may be hand delivered, sent by U.S. Mail, or faxed as follows:

If to Physician:

Angela Alfaro
PO Box 2494
Valdez, AK 99686

If to City:

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

A party may change the address to which or official to whom notice is to be given by giving notice of such change to the other party.

8. GOVERNING LAW/JURISDICTION

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.

9. NO WAIVER OF IMMUNITIES

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

10. SEVERABILITY

In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision.

11. ASSIGNMENT

Physician may not assign or transfer any of Physician's rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of the City.

12. ENTIRE AGREEMENT

This Agreement represents the entire agreement and understanding between the Parties relative to the recruitment and retention of physicians. All previous or contemporaneous contracts, representations, promises, and conditions relating thereto are superseded.

13. MODIFICATION, AMENDMENT, WAIVER

No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and authorized by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date first above mentioned.

Physician

[Signature]
Signature

Angela D. Alfaro
Name

Family Physician
Title

1/18/2019
Date

P.O. Box 2494
Mailing Address

Valdez, AK 99686
City, State, Zip Code

City of Valdez, Alaska, Authorized

[Signature]
Jeremy O'Neil, Mayor

1/15/19
Date

Attested:

[Signature]
Sheri L. Pierce, MMC, City Clerk

1/15/19
Date

Recommended:

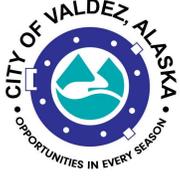
[Signature]
Elke Doom, City Manager

1/15/19
Date

Approved as to Form:

[Signature]
Brista, Bell & Clarkson, P.C.
Jon. S. Wakeland





Legislation Text

File #: 24-0022, **Version:** 1

ITEM TITLE:

Approval of Contract with Kim Hutchinson dba Trust Consultants for State Lobbyist Services in the Amount of \$50,000

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

FISCAL NOTES:

Expenditure Required: \$50,000

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

Funding Source: 001-5300-43400

RECOMMENDATION:

Approve contract with Kim Hutchinson dba Trust Consultants for State Lobbyist services.

SUMMARY STATEMENT:

The annual contract for state lobbying services is put forth for Council's approval.

Mr. Kim Hutchinson, dba Trust Consultants, has been the city's state lobbyist for more than 30 years. Mr. Hutchinson represents the City of Valdez during regular and all special sessions of the Alaska Legislature and throughout the calendar year.

The attached contract for City Council consideration has been reviewed by city administration, Kim Hutchinson, and the city attorney.

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT, made this 16th day of January, 2024, at Valdez, Alaska, by and between the City of Valdez, hereinafter called the "City", and Kim Hutchinson, dba Trust Consultants, hereinafter referred to as "Kim Hutchinson."

The City hereby retains Kim Hutchinson to represent the City of Valdez during the regular and all special sessions of the Alaska Legislature in 2024, and throughout the calendar year 2024.

Kim Hutchinson is authorized to represent the City in dealings with the Alaska Legislature, the Administration, and agencies of the State of Alaska and, shall solely represent the interests of the City in all such matters.

Kim Hutchinson 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.

Principal contact with the City will be the City Manager to whom Kim Hutchinson will report on progress of legislative initiatives and issues and, from whom Kim Hutchinson will receive direction.

Kim Hutchinson shall communicate with the City Council on a semi-annual basis, either in person or via teleconference unless it is deemed necessary to do so more often by the City.

For the term of this agreement, the City shall compensate Kim Hutchinson dba Trust Consultants for professional services in the amount of \$50,000. The amount of \$48,000 shall be paid as a monthly retainer in the amount of \$4,000, with the first payment due and payable no later than January 22, 2024, followed by eleven equal installments by the 15th of each month.

Any travel or other direct expense incurred by Kim Hutchinson through the conduct and performance of his work under this contract shall be reimbursable up to \$2,000. Total payments for professional services and other expenses may not exceed said contract amount.

The City, upon written notice to Kim Hutchinson and/or Trust Consultants, may at any time, terminate this agreement.

Accepted this 16th day of January, 2024.

TRUST CONSULTANTS

CITY OF VALDEZ, ALASKA

Kim Hutchinson

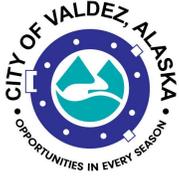
Sharon Scheidt, Mayor

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

ATTEST:

Jake Staser, City Attorney

Sheri Pierce, MMC, City Clerk



Legislation Text

File #: 24-0017, **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: \$126,500

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

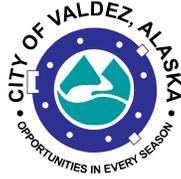
RECOMMENDATION:

Approve contract.

SUMMARY STATEMENT:

The Capitol Hill Consulting Group was selected in 2021 during an RFP Process. The firm is transitioning Valdez's point person for federal lobbying. Jack Victory will lead the Capitol Hill Group's efforts.

Council budgeted \$75,000 for this particular contract, \$25,000 will need to be transferred from City Council Contingency to cover the additional amount of this contract.



Professional Services Agreement

AGREEMENT, made this ____ day of January __ 2024, 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, 2024, and shall continue until December 31, 2024. In July 2024, the Valdez City Manager will confer with the Valdez City Council to determine the option of contracting with Capitol Hill Consulting Group for future years if administration and a majority of the City Council are satisfied with the Firm's ability to meet the needs of the City of Valdez. The Agreement may be terminated with a 30-day written notice given by either party to the other.

Capitol Hill Consulting Group

**CITY OF VALDEZ, ALASKA
APPROVED:**

Authorizing Signature

Sharon Scheidt, Mayor

Printed name

Date: _____

Date: _____

ATTEST:

Title: _____

Sheri L. Pierce, MMC, City Clerk

FEDERAL ID #: _____

Date: _____

Mailing Address

RECOMMENDED:

City, State, Zip Code

John Douglas, City Manager

Date: _____

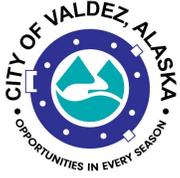
Signature of Company Secretary or Attest

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

Date: _____

Jon S. Wakeland

Date: _____



Legislation Text

File #: 24-0023, **Version:** 1

ITEM TITLE:

Approval of 2024 City of Valdez State Legislative Priorities

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

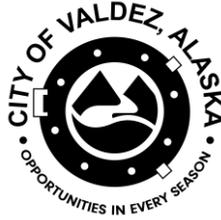
Funding Source: n/a

RECOMMENDATION:

Approve 2024 City of Valdez State Legislative Priorities.

SUMMARY STATEMENT:

Draft 2024 City of Valdez State Legislative Priorities are attached for review.



City of Valdez, Alaska - 2024 State Legislative Priorities

DRAFT

Support Local Housing and Child Care Needs

The two biggest economic challenges currently being faced by Valdez residents are a lack of child care and a lack of housing options in our community. The City Council has identified housing and child care as their top two priorities. Valdez is not alone in this struggle and communities across Alaska are being adversely impacted by the lack of affordability, adequacy, and availability of childcare and housing. Local communities are doing what we can to address these dual crises but desperately need support from the state government.

Take Active Steps to Stabilize Alaska's Child Care Sector

The Valdez Child Care Crisis Task Force noted a need for sustained support from both state and federal governments to stabilize local child care economies. The state should consider:

- Helping providers navigate the licensure process by creating positions within the Child Care Program Office able to provide direct support to individuals wishing to become licensed child care providers.
- Creating a statewide shared services alliance or similar organization to allow child care professionals access to health insurance, benefits and administrative support.
- Passing legislation that increases access to funding or flexibly in use of existing child care assistance funds, such as HB 89, HB 46 or HB 206.
- Continuing to support flexibility in how individual communities approach child care challenges.

Support Housing Initiatives and Funding

We ask that the legislature and the governor maintain and expand funding for initiatives that directly aid local communities in addressing housing scarcity and affordability issues.

Increase Local Control in Municipal Property Taxation

Assessed values of homes have dramatically increased in Valdez in recent years and this creates significant hardship for many residents. However, state law significantly limits how local governments can respond to offer taxpayers some relief. We urge the Alaska Legislature to carefully reexamine AS 29.45 governing property taxation by local governments in Alaska and support efforts to add flexibility in allowable local tax exemptions, especially for residential properties.

Passage of SB 77 or HB 84 would provide some additional tools for local governments, but there is a larger need for local governments to be able to more freely govern their own taxation procedures.

Adequately Fund Public Education

We urge the Alaska Legislature and the Governor to adequately and equitably fund K-12 education in Alaska as the Alaska Constitution mandates. Support for education accounts for 19% of the city's annual appropriations. A significant disparity exists between organized and unorganized areas in the state in the level of state support received for education. The City of Valdez supports making state education funding mechanisms more equitable across community types.

Increase the Base Student Allocation

Years of the state funding schools at the same level and not accounting for major inflationary pressures equates to a cut to education funding by the state. The City of Valdez urges legislation be enacted to adjust the education funding formula outlined in AS 14.17 to account for inflation and supports the legislature passing HB 65, SB 52, or a similar measure.

Fund School Bond Debt Reimbursement and School Major Maintenance

The City of Valdez urges full funding of School Bond Debt Reimbursement as allowed under AS 14.11 and supports continued funding of the Department of Education and Early Development's School Major Maintenance Grant Program.

Prioritize a Stable and Attractive Public Retirement System

The quality of Alaska's Public Retirement System is important for recruiting and retaining public servants, especially our first responders. We believe the creation of a new defined benefits option within the state retirement system is desirable and is especially important for attracting and retaining emergency services personnel. The city urges the legislature to pass HB 22 or a similar measure.

Additionally, the current employer contribution of 22% required by AS 39.35.255 causes the City of Valdez and other municipalities to incur significant additional payroll costs with little direct benefit to our current employees. We encourage the Legislature to direct any windfalls of revenue toward paying off the still outstanding unfunded liability of the historic defined benefit tiers.

Support Fisheries and Mariculture Industries

Valdez is home to 41 permit holders and homeport to 91 vessels participating in various commercial fisheries and one of the largest purse seine salmon fisheries in Alaska. Each summer, up to 200 commercial vessels fish near the Solomon Gulch Hatchery, the Alyeska Marine Terminal and regulatorily closed waters. Additionally, Prince William Sound has an emerging mariculture industry with significant potential to drive economic diversification in the region.

Stable Funding of the Alaska Department of Fish & Game Commercial Fisheries Division

The Valdez fishing fleet relies on the Alaska Department of Fish & Game Commercial Fisheries Division to ensure maximum fishing opportunities and sustainable resource management. The legislature and the governor must recognize the need for a budget that minimizes adverse impacts on the core functions of this division.

Successful commercial fisheries in our region hinge on the following: maintaining adequate staffing levels in Prince William Sound to provide for effective fisheries management; fully funding in-season data collection activities; maintaining the division's ability to conduct accurate in season reporting; and providing support for ongoing research projects.

Fund of Alaska Seafood Marketing Institute

Alaska's seafood processors are experiencing unprecedented impacts to seafood markets due to increased production costs (inflation, interest rates, labor wages), reduced consumer demand post-pandemic, unfair trade policies, and geopolitical events. Global events have resulted in a weak Russian currency and dumping of Russian seafood, collapsing seafood markets, and built-up inventories which have led to the decline of ex vessel and first wholesale prices for all Alaska seafood, including salmon, pollock, cod, and sablefish. PWS fishermen and processors depend on strong markets to purchase annual production and provide for a stable business environment.

Mariculture

The City of Valdez is heavily invested in ensuring that the mariculture industry thrives in Prince William Sound and applauds legislative, regulatory and budgetary efforts on mariculture development at the state and federal levels. We encourage the legislature, the governor and the Alaska Department of Fish and Game to continue supporting this emerging industry.

Adequately Fund and Staff Essential State Services

The City of Valdez continues to urge the State of Alaska to maintain funding for essential services. Cuts to many services create a significant burden for the Valdez community and minimal savings for the State of Alaska.

Alaska Court System and Department of Law: The Valdez Police Department has noted significant delays in prosecution of criminal charges by the state and a lack of resources for conducting local trials.

- Maintain state funding for criminal prosecutions.
- Address staffing shortages causing delays in prosecutions.
- Ensure adequate staffing of the Valdez Courthouse to allow for regular local trials.

Department of Transportation and Public Facilities: The Richardson Highway and Alaska Marine Highway are lifelines for our community and there are various other state-owned roads, bridges and facilities in Valdez that require upkeep and attention.

- Maintain adequate snow removal in and around Valdez - including Thompson Pass and the Richardson Highway.
- Maintain and replace existing state roads and infrastructure as needed.
- Maintain regular ferry service and prioritize upkeep of the Marine Highway terminal in Valdez.

Department of Natural Resources, Division of Parks and Outdoor Recreation: Thousands of acres of State Park Lands surround Valdez and a lack of state support in managing these areas has caused a cost-shift to the City of Valdez.

- Reinstate a full-time Park Ranger Position to deal with maintenance and public safety issues in our state parks.

Department of Environmental Conservation, Division of Spill Prevention and Response: SPAR staff and resources play a key role in ensuring that oil is safely moved through Port Valdez and in making sure that there are resources available in the event of a major oil spill event.

- Support HB 244 increasing the Refined Fuel Surcharge to ensure future funding of oil spill response program.
- Maintain SPAR staff positions in Valdez.

Department of Administration, Division of Motor Vehicles: Maintain full staffing of the local DMV office which allows Valdezians to conduct business without having to travel more than 100 miles.

Department of Family and Community Services, Office of Children's Services: Maintain a local OCS position in Valdez to help ensure the safety of our community's most vulnerable children.

Department of Public Safety, Wildlife Troopers: Maintaining the Valdez post for an Alaska Wildlife Trooper is vital to the fishing community of Valdez and Prince William Sound. The presence of a Wildlife Trooper ensures an orderly fishery and maintains established boundaries for resource protection and marine traffic.

University of Alaska, Prince William Sound College: PWSC is a hub for training and education in our community. The City of Valdez encourages the continued support of Technical and Vocational Education programs at PWSC that support local industries of Oil and Gas, Mariculture, Healthcare and Outdoor Recreation.

State Grant Programs

The City of Valdez recognizes the importance of maintaining funding for various state-administered grant programs that provide essential funding to local governments and community organizations.

The following programs are particularly impactful for our community:

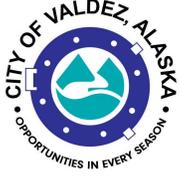
- **Regional and Community Jail Funding (DOC)** – Annually, the state provides essential monetary support to offset the cost of community jail operations. Valdez is one of 15 communities that contract with the state to operate jail facilities in lieu of the state taking on this public safety responsibility.
- **Alaska Community Transit Human Service Grant Program (DOT&PF)** – This grant program allows the Valdez Senior Center, a non-profit organization, to continue acting as the lead agency providing transit services to seniors and individuals experiencing disabilities. This program enables these vulnerable populations to participate in activities of daily life. The Valdez City Council passed Resolution #23-54 supporting the senior center’s 2024 application for this grant.
- **Community Based Primary Prevention Program Grants (CDVSA)** – This grant program supports activities to prevent domestic violence in our state. In Valdez, the local non-profit Advocates for Victims of Violence relies on this funding source to aid individuals facing family or intimate partner violence.
- **Recreational Boating and Access Program (ADF&G)** – The City of Valdez is interested in pursuing funding through this program to improve the boat launch ramp at the Valdez Small Boat Harbor.

City of Valdez Capital Project Priorities

1. **Hermon Hutchinson Elementary (HHES) Roof & Exterior Envelope Replacement – \$9,528,585**
2. **Pavement & Utilities Rehabilitation Phase 4 - \$6,600,000**
3. **Valdez Harbor Launch Ramp Replacement - \$4,250,000**
4. **Public Safety Radio Network and Equipment Replacement - \$4,000,000**

DOT&PF Priority Projects

- **Richardson Highway Resurfacing & Safety Improvements (Airport Rd to Dayville)**
- **Mineral Creek Loop Road Resurfacing**
- **Mineral Creek Bridge (Bailey Bridge) Replacement**
- **Resurfacing and Lighting Improvements on Hazelet Ave.**



Legislation Text

File #: 24-0024, **Version:** 1

ITEM TITLE:

Approval of 2024 Federal Legislative Priorities

SUBMITTED BY: John Douglas, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

City Staff recommend approval of the 2024 Federal Legislative Priorities.

SUMMARY STATEMENT:

In response to City Council Feedback at the January 2nd Work Session, City Staff have revised the Draft Priorities for 2024 to prioritize the most pressing issues for the Valdez community.

This document will help focus the City Council efforts when advocating for federal support for local projects and programs.

2024 City of Valdez Federal Priorities

- 1) **Housing Shortage:** Advocate for solutions to address the housing shortage in Valdez.
 - i. The City Council will prioritize advocacy to address the housing shortage in Valdez and highlight all the projects that the City of Valdez has done to be a part of the housing solution.
 - ii. Identify opportunities to improve housing options for USCG at the federal level.
- 2) **Childcare Needs:** Working to address the childcare crisis in Valdez through federal funding opportunities to ensure there are adequate childcare services.
 - i. Identify federal funding opportunities to facilitate the City of Valdez Childcare Task Force report on
 - ii. Senator Murkowski was able to secure \$3 million for childcare facilities in Valdez as part of the FY24 Appropriations bill.
- 3) **USCG: Future of Cutter:** Identify a long-term strategy to maintain Coast Guard presence in Valdez.
 - i. In coordination with the Alaska Delegation, the City Council will advocate for the importance of the partnership between the City of Valdez and the USCG. In particular, the City Council will highlight the importance of adequate emergency response to handle TAPS and other sensitive material that enter the Port of Valdez.
- 4) **Infrastructure Investment:** Advocate for federal funding to improve and maintain Valdez's local infrastructure, including roads, bridges, ports, and modernizing the Valdez Container Terminal for economic growth and environmental safety.
 - i. Pursue annual appropriations funding for community development projects in Valdez, which includes infrastructure funding.
 - ii. Sea Otter Park is an undeveloped site and is currently being used for warehousing and informal recreation. The focus for the site will be to build off its deep-water access and potential for industrial or marine related uses.

- 5) **Economic Development:** Pursue federal initiatives that support economic diversification in Valdez, particularly in areas such as tourism, sustainable energy, and harbor expansion to facilitate economic growth and job creation.
 - i. Partner with the U.S. Forest Service and Chugach Corporation to build a vocational and visitor Center in Valdez.

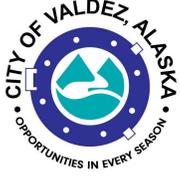
- 6) **Education and Workforce Development:** Promote federal funding for educational and vocational training programs in Valdez, specifically tailored to the needs of the local workforce and industries, including maritime and environmental management.
 - i. With the high price of a college degree, many in Congress have realized trade and vocational schools have been forgotten to a degree, and we have a serious lack of trained and skilled workers in this country. The City Council of Valdez will advocate for federal funding to support local workforce development programs.

- 7) **Healthcare Access:** Seek federal support to improve healthcare access in Valdez, including funding for healthcare facilities and addressing the healthcare workforce shortage.
 - i. The City Council and local partners have identified gaps in specialty healthcare services – including obstetrics and long-term care.

- 8) **Disaster Preparedness and Response:** Prioritize federal assistance for disaster preparedness and response in Valdez, focusing on the city's vulnerability to natural disasters and the potential impacts of climate change.
 - i. Public Safety Radio Infrastructure Upgrades would be a project that needs federal funding to improve our emergency response capabilities.

- 9) **Climate Change and Environmental Protection:** Addressing the immediate impact of climate change on Valdez's coastal ecosystems, including protection of glaciers and marine life. Prioritize funding for climate resilience projects in Valdez.
 - i. Find opportunities for federal funding to support resilience for the City of Valdez in future natural disasters.

- 10) **Sustainable Resource Management:** Support legislation that promotes sustainable fisheries management in the Prince William Sound, timber conservation, and wildlife protection in the Valdez area.
- i. Reauthorization of the Magnus-Stevens Fisheries Management Conservation Act. This is an opportunity to evaluate possible changes that could be beneficial to Prince William Sound.
 - ii. The same strategy will be applied to mariculture, timber and wildlife protection developments projects in Valdez, which includes infrastructure funding.
- 11) **Tribal Sovereignty and Self-Determination:** Support legislation that addresses the unique needs of the Valdez Native community.
- 12) **Arctic Policy:** Advocate for policies that recognize Valdez's position as a strategic Arctic gateway and promote sustainable development, environmental conservation, and infrastructure improvements to support increased Arctic activity.
- i. The Arctic is becoming more prevalent in members minds for a host of reasons, including Senator Sullivan's determination to educate members on the resources and national security concerns as Russia continues to build out the Arctic.



Legislation Text

File #: 24-0025, **Version:** 1

ITEM TITLE:

Approval of Memorandum of Understanding with U.S Army Garrison Alaska (USAG Alaska) for Operation and Maintenance of Glacier Campground

SUBMITTED BY: Ken Wilson, Parks and Recreation Director

FISCAL NOTES:

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

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

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

RECOMMENDATION:

Administration recommends approval of the Glacier Campground MOU

SUMMARY STATEMENT:

In July 2023, Mayor Scheidt and City Staff met with leadership from MWR and the new Commander of Fort Greely regarding the overall partnership with the City of Valdez on collaboration with City events and operation of both Allison Point and Glacier Campgrounds. It was determined in this meeting that both parties were satisfied with the overall partnership and would work to renew the agreements.

Fort Greely MWR has remained in good standing with the city as operator of the campground over the past 15 years. The Administration recommends approval of this MOU for a period of five years. The MOU shall be for a period beginning January 1, 2024, through December 31, 2028.



DEPARTMENT OF THE ARMY
U.S. ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, U.S. ARMY GARRISON, FT. GREELY
P.O. BOX 31269
FORT GREELY, ALASKA 99731-1269

MEMORANDUM OF AGREEMENT BETWEEN
THE U.S. ARMY GARRISON FORT GREELY, ALASKA (USAG FGA)
AND
THE CITY OF VALDEZ
FOR
OPERATION AND MAINTENANCE OF VALDEZ GLACIER CAMPGROUND

IM-WC1SH5-24-302-MOA

This is a Memorandum of Agreement (MOA) between U.S. Army Garrison Fort Greely Alaska (USAG FGA) and the City of Valdez (City). When referred to individually or collectively, USAG FGA and the City are referred to as the “Party” or “Parties”, respectively.

1. **AUTHORITIES:** This MOA will be referred to as an operating permit issued by the City, and the activities of use authorized shall be subject to the terms and conditions as outlined below.

1.1. Operation and maintenance of the Valdez Glacier Campground is made between the City and USAG FGA (further referenced as the “Operator”).

1.2. Management of land does not grant any permanent interest in real property. Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the Operator.

1.3. This operating permit may be amended in whole or in part by the City when, at the discretion of the City, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, or other management decisions. The City may terminate this agreement “for convenience” if the property is ever required for airport expansion or associated development. The Operator shall also have the opportunity to renegotiate or withdraw from the permit if any amendments have a substantial financial impact on the Operator’s operation. Any request for withdrawal must be given 30 days prior to the effective date of the request for withdrawal. The Operator may terminate this agreement, in whole or in part, when it is in the best interest of the Operator’s best interest.

1.4. The City shall have free and unrestricted access at all times, including the right to enter into all City-owned buildings, to ensure compliance with the terms and conditions of this permit.

1.5. This permit is not assignable or transferable.

2. RESPONSIBILITIES OF THE PARTIES:

2.1. The Operator will –

2.1.1. In exercising the uses authorized by this permit, will assume responsibility for compliance with the regulation of all federal, state, and local laws, ordinances, or regulations that are applicable to the area or operations covered by this permit. The obligations of the Operator under this permit are not contingent upon any duty of the City to inspect the premises. A failure of the City to inspect is not a defense to non-compliance with any of the terms and conditions of this permit.

2.1.2. Shall be responsible for all utilities, water, and sewer costs, and fees at the campground.

2.1.3. Shall be responsible for the provision and cleanliness of all necessary site amenities and all janitorial maintenance of the campground. Janitorial services shall include cleaning and disinfecting toilet facilities, potable water facilities, and equipment, emptying and maintaining all trash receptacles, and cleaning tables and picnic areas on a regular basis.

2.1.4. Shall have sole responsibility for the maintenance and repair of any facility, equipment, or improvements, which includes park furnishing, parking areas, camping sites, signs, and sign posts, bulletin boards, and trash containers under 60-gallon size.

2.1.5. Shall have responsibility for providing all labor, supplies, and materials necessary for janitorial and facility maintenance and repairs, resource protection, public services, site supervision, and fee collection at the campground.

2.1.6. Monitor site conditions and visitor activities sufficiently to provide cleanliness, safety, order, and comfort 24 hours a day. Visitors should be approached and advised of applicable park rules and regulations and potential infractions. If violations persist, the Valdez Police Department should be contacted and the City should be notified.

2.1.7. Shall prepare “Standard Operating Procedures” for City approval. These procedures shall be updated as changes are made during the term of the permit.

2.1.8. Must obtain City approval prior to any major maintenance, equipment replacement, and selection of paint colors.

2.1.9. Shall provide maintenance of building structures for items and issues which are exposed outside the confines of the walls such as cover plates, restroom, and RV pump-out plates, hose bibs, skylight covers, doors, hinges, knobs, BBQ pits, fire rings, light fixtures, spigots, toilets, exposed plumbing, outlets, etc. It is the obligation of the Operator to notify the City immediately of any internal structural maintenance issues so a licensed contractor or City employee may be assigned to its repair.

2.1.10. Is responsible for the pump station operations and above-ground area.

2.1.11. Shall not erect any permanent structures on the property.

2.1.12. Will cut back brush and vegetation from parking bumpers, signs, bulletin boards, latrines, roadsides, rocks, trail to water, or any other location where unsightly or unsafe vegetation may grow at the beginning of the season and then once a month thereafter for the season, or more frequently as needed. Frequency should be determined by how the area looks, or whether there is a safety hazard.

2.1.13. Shall be responsible for complying with all state and local requirements and health standards for public water supply throughout the operational season.

2.1.14. Shall notify the City immediately of any accidents involving personal injury or threatening incidents involving wildlife, discharge of firearms, or of incidents that could create the impression those persons may be lost or in danger. Written incident forms must be completed and turned in to the City within 24 hours of notification. Forms will be provided by the City.

2.1.15. Provide the City by or before May 1st of each year a list of proposed fees for the season. The fees charged to the general public must be at least the same as the prevailing rates being charged everywhere else in the community for a comparable site to prevent unfair competition with local private RV parks.

2.1.16. Will maintain or renew as necessary erected signs to neat and presentable standards, as determined by the City. All materials of signs should be weather-resistant, easy to read, and prominently placed where necessary. Content, quantity, size, design, and color of signs will be mutually agreed upon by Operator and City prior to season opening.

2.1.17. Shall present to the City an end-of-season summary report on or before October 1st of each year. The report will summarize the number of campground visitors for the season broken down into categories such as nightly fees, number of overnight users, Alaska residents and non-residents, number of individuals, and number of groups.

2.1.18. Shall contact the local power company to have power activated prior to the City testing the water and turning on services and will have power left active until water systems are shut down in the fall. The Operator shall contact the City's facility maintenance department in advance of season shut down to notify them when they may arrive to turn off and winterize water services.

2.1.19. The Operator, if interested in renewal of the MCA/contract for any additional terms, must notify the City of its intentions to renew no later than October 1st of the last year of the existing contract.

2.2. The City will -

2.2.1. Assist in the maintenance of existing permanent structures found in disrepair.

2.2.2. Perform an annual pre- and post-season water test at no cost.

2.2.3. Provide maintenance of building structures for items and issues that are confined within the walls of a structure, such as electrical wiring and internal plumbing.

2.2.4. When necessary and if resources are available, the City will assist in preventing unauthorized access to the campground and surrounding areas.

2.2.5. Assist with items that fail due to age/end of service life and will be the obligation of the City to repair or replace.

2.2.6. Assist in/with the annual "Spring Clean Up," provide periodic "brush hog" work, and maintain the grade of gravel roads throughout the campground, if and when resources are available.

2.2.7. Provide access to potable water.

3. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

4. GENERAL PROVISIONS:

4.1. LIABILITY/INSURANCE REQUIREMENTS:

4.1.1. The Operator assumes all risk of business and profits to the Operator, which may result from, but not limited to, theft, vandalism, fire, avalanches, rising waters, winds, failing limbs or trees, wildlife, and all other acts of nature.

4.1.2. The Operator shall comply with all applicable federal, state, and local laws and regulations. The United States government, in effect, is a self-insurer for certain acts of its employees; therefore, no independent "insurance policy" exists. Claims involving death, personal injury, or damage to or loss of property caused by the negligent or wrongful acts or omissions of military personnel or civilian employees of the Department of the Army (while acting within the scope of their employment under circumstances in which the United States, if a private person, would be liable to the claimant in accordance with the laws of the place where the act or omission occurred) are processed under the provisions of the Federal Tort Claims Act (see Title 28, United States Code, Section 2671 and following).

4.1.3. The City has no duty to inspect the permit area or to warn of hazards and, if the City does inspect the permit area, it shall incur neither additional duty nor liability for identified or non-identified hazards.

4.1.4. As a U.S. Army agency, insurance is covered under Army Regulation 215-1, Military Morale, Welfare, and Recreation Programs and Non-appropriated Fund (NAF) Instrumentalities, and Army Regulation 27-20, Claims. Glacier Campground is considered a

Fort Greely Morale, Welfare, and Recreation (MWR) activity for insurance purposes, and all insurance programs are covered under their Risk Management Program. Other insurance is not allowed.

4.1.5. The insurance program includes:

4.1.5.1. Property, which covers NAF property.

4.1.5.2. Tort, which covers claims because of general liability without dollar limitation.

4.1.5.3. Worker's Compensation, which covers on-the-job injuries and illnesses.

4.2. FEES: In lieu of a fee, the Operator will provide improvements, repair, and/or equipment maintenance as negotiated between both Parties. When there are no longer any projects deemed necessary by both Parties, and expenses to be amortized, a fee to operate the campground may be negotiated comparable with other similar City facilities.

4.3. OTHER PROVISIONS: Failure to comply upon determination of non-compliance with this permit, the City will deliver to the Operator a "Notice of Noncompliance." Such notice shall be delivered as soon as possible after the failure is reported. If the failure is not corrected within the time limits specified in the first notice, the City may:

4.3.1. Correct the failure utilizing City employees, billing the Operator at cost for time and materials.

4.3.2. Issue a second notice of non-compliance with a penalty of up to \$250.00 to the City by the Operator.

4.3.3. Institute permits revocation proceedings.

5. REVIEW OF AGREEMENT/PERMIT: This MOA/permit will be reviewed annually on or around the anniversary of its effective date.

6. MODIFICATION OF AGREEMENT/PERMIT: This MOA/permit may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

7. DISPUTES: Any disputes relating to the MOA/permit will, subject to any applicable law, executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

8. TERMINATION OF AGREEMENT/PERMIT: This MOA/permit may be terminated by either Party giving at least 180 days written notice to the other Party. The MOA/permit may also be terminated at any time upon the mutual written consent of the Parties.

9. EFFECTIVE/EXPIRATION DATE:

9.1. The term of this MOA/permit is for five (5) years and begins on January 1, 2024, and will expire December 31, 2028.

9.2. At a minimum, each and every year during the term of this MOA/permit, the Operator shall operate the campground from at least one week before Memorial Day to one week after Labor Day. The campground must be managed in a way that is accessible to the public 24 hours a day during the operating season.

AGREED:

For the USAG Alaska

For the City of Valdez

Sharon Scheidt
Mayor

Date: _____

Date: _____

Fort Greely Tax ID# is: 520228515

ATTEST:

Date: _____

Sheri Pierce, MMC, City Clerk

For PRCS

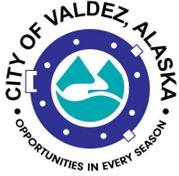
Date: _____

Kenneth Wilson
PRCS Director

For Brena, Bell & Walker, P.C.

Date: _____

Jake W. Staser
City Attorney



Legislation Text

File #: 24-0026, **Version:** 1

ITEM TITLE:

Approval of Memorandum of Understanding with U.S Army Garrison Alaska (USAG Alaska) for Operation and Maintenance of Allison Point Campground

SUBMITTED BY: Ken Wilson, Parks and Recreation Director

FISCAL NOTES:

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

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

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

RECOMMENDATION:

Administration recommends approval of MOU with USAG Alaska for operation and maintenance of Allison Point Campground.

SUMMARY STATEMENT:

In July 2023, Mayor Scheidt and City Staff met with leadership from MWR and the new Commander of Fort Greely regarding the overall partnership with the City of Valdez on collaboration with City events and operation of both Allison Point and Glacier Campgrounds. It was determined in this meeting that both parties were satisfied with the overall partnership and would work to renew the agreements.

Fort Greely MWR has remained in good standing with the city as operator of the Allison Point campground. Administration recommends approval of the attached MOA with USAG Alaska for a 5-year term.



DEPARTMENT OF THE ARMY
U.S. ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, U.S. ARMY GARRISON ALASKA
1046 MARKS ROAD #6000
FORT WAINWRIGHT, ALASKA 99703-6000

MEMORANDUM OF AGREEMENT BETWEEN
THE U.S. ARMY GARRISON ALASKA (USAG ALASKA)
AND
THE CITY OF VALDEZ
FOR
OPERATION & MAINTENANCE OF ALLISON POINT CAMPGROUND

IM-WC1SH5-24-303-MOA

This is a Memorandum of Agreement (MOA) between the U.S. Army Garrison Alaska (USAG Alaska) and the City of Valdez, Allison Point Campground, Valdez, AK 99686. When referring to USAG Alaska, this agreement applies exclusively to USAG Fort Greely and excludes Fort Wainwright, Joint Base Elmendorf-Richardson, Army Support Activity (JBER ASA). When referred to individually or collectively, USAG Alaska and the City of Valdez may be referred to as "Agency" or "Agencies," respectively.

1. AUTHORITIES:

- 1.1. DoD Instruction 1015.10, Military Morale, Welfare, and Recreation (MWR) Programs, Incorporating Change 1, 6 May 2011.
- 1.2. DoD Instruction 4000.19, Support Agreements, 16 Dec 2020.
- 1.3. Army Regulation 5-9, Installation Agreements, 17 Apr 2018.
- 1.4. Army Regulation 215-1, Military Morale, Welfare, and Recreation Programs and Nonappropriated Fund Instrumentalities, 24 Sept 2010.
- 1.5. Army Regulation 27-20, Claims, 8 Feb 2008.
- 1.6. Installation Management Command (IMCOM) Handbook.

2. BACKGROUND:

2.1. In accordance with Reference 1.1 above, in order to fulfill the MWR mission, USAG Fort Greely DFMWR is authorized to establish agreements with the local government for use of similar Category B MWR programs when it is in the best interest of the Department of Defense and when the provision of such agreements are otherwise in compliance with applicable law and regulation. USAG Alaska has allowed the MWR at Fort Greely to operate and maintain via city permit, a small campground at Allison Point,

Valdez, Alaska with primitive or tent camping as the primary recreational activity and/or that support participation in adjacent outdoor recreational activities. The City of Valdez has agreed to issue an operating permit to USAG Fort Greely. Activities for use shall be subject to the terms and conditions as outlined below:

2.1.1. This permit is an agreement for the use and operation of the City of Valdez's managed land and does not grant any permanent interest in real property. Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the USAG Fort Greely.

2.1.2. This permit may be amended in whole by the City of Valdez when, at the discretion of the City of Valdez, such is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, or other management decisions. USAG Fort Greely shall also have the opportunity to renegotiate or withdraw from the permit if any amendments have a substantial financial impact on the USAG Fort Greely DFMWR's operation. Any request for withdrawal must be given in writing 30 days prior to the effective date of the request for withdrawal. USAG Fort Greely may terminate this agreement, in whole or in part, when it is in the best interest of the USAG Fort Greely.

2.1.3. The City of Valdez shall have free and unrestricted access at all times, including the right to enter into all City of Valdez-owned buildings, to ensure compliance with the terms and conditions of this permit.

2.1.4. This permit is not assignable or transferable.

2.1.5. The physical description of the property is as follows:

Allison Point Fishing Area is located 15 miles south of Valdez, adjacent to the Alyeska Pipeline Terminal. This popular fishing area provides the following amenities features:

- 50 overnight RV and tent campsites.
- 2 permanent restroom facilities provided by the City (nearest to the Alyeska terminal).
- 2 portable outhouses provided by USAG Fort Greely.
- 3 improved access trails to the ocean's edge.
- One information kiosk.
- Approximately 75 day-use parking spaces located along the side of Dayville Road are also included in the Allison Point Fishing Area.
- 3 large water containers for public use.
- Easement within campground for fiber optic cable. Access for installation and maintenance must be allowed by the easement USAG Fort Greely.

The boundary of the campground shall be from a point of Dayville Road, approximately .75 miles west of Solomon Creek Bridge, to the east property line of Alyeska Marine Terminal. All lands north of Dayville Road to the water line and south of the road 20 feet beyond any campsite or parking space shall be included. In addition, the City of Valdez will be responsible for maintaining the restroom at the Solomon Gulch Fish Hatchery parking lot. All repairs shall be performed by the City of Valdez.

3. RESPONSIBILITIES OF THE AGENCIES:

3.1. USAG Fort Greely will:

3.1.1. Assume responsibility for compliance with the regulation of all federal, state, and local laws, ordinances, or regulations, which are applicable to the area or operations covered by this permit. The obligations of USAG Fort Greely under this permit are not contingent upon any duty of the City of Valdez to inspect the premises. A failure of the City of Valdez to inspect is not a defense to noncompliance with any of the terms and conditions of this permit.

3.1.2. Be responsible for the provision and cleanliness of all necessary site amenities and all janitorial maintenance of the campground. Janitorial services shall include cleaning and disinfecting of toilet facilities, potable water facilities, and equipment, emptying and maintaining all trash receptacles, and cleaning tables and picnic areas on a regular basis. USAG Fort Greely shall supply its own janitorial supplies including toilet paper, etc. A fumigant or bacterial agent should be used to control odors in a vault, and a solid or liquid deodorant dispenser should be used to control odors in the buildings. The pumping of these facilities shall be the responsibility of USAG Fort Greely. The number of times the vault toilet tanks need to be pumped will vary depending upon use.

3.1.3. Have sole responsibility for the maintenance and repair of any facility, equipment, or improvements, which includes park furnishing, parking areas, camping sites, signs and sign posts, bulletin boards, and trash containers under 60-gallon size.

3.1.4. Have responsibility for providing all labor, supplies, and materials necessary for janitorial and facility maintenance and repairs, resource protection, public services, site supervision, and fee collection at the campground.

3.1.5. Monitor site conditions and visitor activities sufficiently to provide cleanliness, safety, order, and comfort 24 hours a day. Visitors should be approached and advised of applicable park rules, regulations, and potential infractions. If violations persist, the Valdez Police Department should be contacted and the City of Valdez should be notified.

3.1.6. Prepare “Standard Operating Procedures” for City of Valdez approval. These procedures shall be updated as changes are made during the term of the permit.

3.1.7. Obtain City of Valdez approval prior to any major maintenance, equipment replacement, and selection of paint colors.

3.1.8. Provide maintenance of building structures. It is the obligation of USAG Fort Greely to notify the City of Valdez immediately of any internal structural maintenance issues so a licensed contractor or City employee may be assigned to its repair. Provide two portable restroom facilities for the east parking area.

3.1.9. Not erect any permanent structures on the property.

3.1.10. Cut back brush and vegetation from parking bumpers, signs, bulletin boards, latrines, roadsides, rocks, trail to water, or any other location that unsightly or unsafe vegetation may grow at the beginning of the season, and then once a month thereafter for the season, or more frequently as needed. Frequency should be determined by how the area looks, or whether there is a safety hazard.

3.1.11. Be responsible for complying with all state and local requirements and health standards for public water supply throughout the operational season.

3.1.12. Notify the City of Valdez immediately of any accidents involving personal injury or threatening incidents involving wildlife, discharge of firearms, or of incidents that could create the impression those persons may be lost or in danger. Written incident forms must be completed and turned in to the City of Valdez within 24 hours of notification. Forms will be provided by the City of Valdez.

3.1.13. Provide the City of Valdez by or before May 1st of each year a list of proposed fees for the season. The fees charged to the general public must be at least the same as the prevailing rates being charged everywhere else in the community for a comparable site to prevent unfair competition with local private RV parks.

3.1.14. Maintain or renew as necessary erected signs to neat and presentable standards, as determined by the City of Valdez. All materials of signs should be weather-resistant, easy to read, and prominently placed where necessary. Content, quantity, size, design, and color of signs will be mutually agreed upon by the Agencies prior to season opening.

3.1.15. Present to the City of Valdez an end-of-season summary report on or before October 1st of each year. The report will summarize the number of campground visitors for the season broken down into categories such as nightly fees, number of overnight users, Alaska residents and non-residents, number of individuals, and number of groups.

3.1.16. Be responsible for filling, testing, and maintaining the water tanks.

3.1.17. Must notify the City of Valdez of intentions to renew the permit for any additional terms no later than October 1st of the last year of the existing agreement.

3.1.18. Submit an operations and maintenance plan for City of Valdez' approval prior to May 15th, 2024 and then within seven days of said date for each year of the agreement.

3.1.19. Operate the campground from a week prior to Memorial Day to Labor Day weekend.

3.1.20. Complete the following annual maintenance if deemed necessary by the City of Valdez before opening for each season:

- Repainting/re-staining of restroom facilities.
- Repainting/re-staining of Information Kiosk.
- Repair, repainting and/or replacement of campsite markers.
- Repair, repainting, and/or replacement of any signage.
- Preseason brush cutting.

3.1.21. Clean all restrooms with chemical solutions that kills viruses and bacteria (such as hepatitis, mold, etc.) prior to locking restrooms down for the season.

3.1.22. Provide, maintain, and repair the following signs with size, design, color, and content approved by the City prior to posting:

- Quiet times.
- Fees (including daily, weekly, and monthly rate, if applicable).
- Management information, including phone numbers.
- Designated fish cleaning areas, including bear awareness verbiage (to be provided by City of Valdez) and no disposing of fish carcass in dumpsters.
- Safety and property information.
- Other signs as necessary.

3.1.23. Allow free and unrestricted access to City of Valdez at all times, including the right to enter into all City of Valdez-owned buildings, to ensure compliance with the terms and conditions of this agreement.

3.2. City of Valdez will:

3.2.1. Provide locations and access to potable water and to fill water tanks.

3.2.2. Assist in the maintenance of existing permanent structures found in disrepair.

3.2.3. Perform an annual pre/post season water test at no cost.

3.2.4. Provide maintenance of building structures for items and issues that are confined within the walls of a structure such as electrical wiring and internal plumbing.

3.2.5. When necessary and if resources are available, the City of Valdez will assist in preventing unauthorized access to the campground and surrounding areas.

3.2.6. Assist in/with the annual "Spring Clean Up," provide periodic "brush hog," work and maintain the grade of gravel roads throughout the campground, if and when resources are available.

4. PERSONNEL: Each Agency is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Agency is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT: The following Points of Contact (POCs) will be used by the Agencies to communicate in the implementation of this MOA. Each Agency may change its POCs upon reasonable notice to the other Agency.

5.1.1. USAG Alaska:

5.1.1.1. Installation Agreements Manager, Gregory Handy, 907-353-7679.

5.1.2. USAG Fort Greely, DFMWR:

5.1.2.1. Director of Family and Morale, Welfare, & Recreation, Jessica Smith, 907-873-4220.

5.1.3. City of Valdez, Parks, Recreation & Cultural Services Director, Kenneth Wilson, 907-835-2531.

5.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, as applicable, to:

5.2.1. USAG Alaska, 1046 Marks Road, #6000, Fort Wainwright, AK, 99703.

5.2.2. City of Valdez, 212 Chenega Ave, PO Box 307, Valdez, AK 99686.

5.3. FUNDS AND MANPOWER: This MOA does not document nor provide for the exchange of funds or manpower between the Agencies, nor does it make any commitment of funds or resources.

5.4. REVIEW OF UNDERSTANDING: This MOA will be reviewed annually on or around the anniversary of its effective date.

5.5. MODIFICATION OF UNDERSTANDING: This MOA may only be modified by mutual consent of all Agencies. Such revisions will be documented and signed by all Agencies. Pen and ink changes are acceptable.

5.6. DISPUTES: Any disputes relating to this MOA will be subject to any applicable law, executive order, directive, or instruction, be resolved by consultation between the Agencies, or in accordance with DoDI 4000.19 and AR 5-9, paragraphs 3-7.

5.7. TERMINATION OF UNDERSTANDING: This MOA will remain in effect until superseded, modified, or terminated by mutual consent and agreement by all Agencies, or its expiration date. Any Agency may unilaterally elect to withdraw from this MOA 30 days after providing formal written notification to the other Agency of the intent to terminate.

5.8. TRANSFERABILITY: This MOA is not transferable except with the written consent of the Agencies.

5.9. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOA embodies the entire agreement between the Agencies regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Agencies with respect to such subject matter.

5.10. LIABILITY/INSURANCE REQUIREMENTS: USAG Fort Greely assumes all risk of business and profits, which may result from, but not limited to, theft, vandalism, fire, avalanches, rising waters, winds, falling limbs or trees, wildlife, and all other acts of nature.

5.10.1. USAG Fort Greely shall comply with all applicable federal, state, and local laws and regulations. The U.S. Government, in effect, is a self-insurer for certain acts of its employees; therefore, no independent "insurance policy" exists. Claims involving death, personal injury, or damage to or loss of property caused by the negligent or wrongful acts or omissions of military personnel or civilian employees of the Department of the Army (while acting within the scope of their employment under circumstances in which the United States) if a private person, would be liable to the claimant in accordance with the laws of the place where the act or omission occurred are processed under the provisions of the Federal Tort Claims Act (see Title 28, United States Code, Section 2671 and following).

5.10.2. The City of Valdez has no duty to inspect the permit area or to warn of hazards and, if the City of Valdez does inspect the permit area, it shall incur neither additional duty nor liability for identified or non-identified hazards.

5.10.3. As a U.S. Army agency, insurance is covered under Army Regulation 215-1, Military Morale, Welfare, and Recreation Programs and Nonappropriated Fund (NAF) Instrumentalities, and Army Regulation 27-20, Claims. Allison Point Campground is considered a Fort Greely Morale, Welfare, and Recreation (MWR) activity for insurance purposes, and all insurance programs are covered under their Risk Management Program. Other insurance is not allowed.

5.10.4. The insurance program includes: property, which covers NAF property; tort, which covers claims because of general liability without dollar limitation; worker's compensation, which covers on-the-job injuries and illnesses.

5.11. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Agency signs.

5.12. EXPIRATION DATE: This MOA expires 31 December 2028.

5.13. CANCELLATION OR MODIFICATION: This MOA may only be modified by the written agreement of the Agencies duly signed by their authorized representatives. This MOA is non-transferable except with the written consent of the Agencies. It is expressly understood and agreed that the MOA embodies the entire understanding between the Agencies regarding the MOA's subject matter.

5.14. NO THIRD AGENCY BENEFICIARIES: Nothing in the MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not agency, any remedy of or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Agencies.

5.15. SEVERABILITY: If any term, provision, or condition of the MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Agencies shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions, which achieve the purpose intended by the Agencies to the greatest extent permitted by law.

6. OSJA REVIEW:

The Office of the Staff Judge Advocate reviewed this agreement and found it to be legally sufficient.

AGREED:

For the USAG Alaska

Date: _____

Fort Greely Tax ID# is: 520228515

Date: _____

Date: _____

Date: _____

For the City of Valdez

Sharon Scheidt
Mayor

Date: _____

ATTEST:

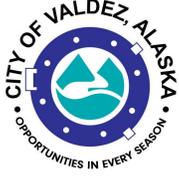
Sheri Pierce, MMC
City Clerk

For PRCS

Kenneth Wilson
PRCS Director

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

Jake W. Staser
City Attorney



Legislation Text

File #: 24-0027, **Version:** 1

ITEM TITLE:

Approve Agreements with the Natural Resources Conservation Service Relating to Glacier Stream Erosion Protection

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

FISCAL NOTES:

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

RECOMMENDATION:

Approve agreements with the Natural Resources Conservation Service relating to Glacier Stream erosion protection

SUMMARY STATEMENT:

In February, 2022 the City requested consideration from the Natural Resources Conservation Service (NRCS) to be included in the National Watershed Program to support protection of the Valdez landfill from erosion on the Valdez Glacier Stream.

The City was granted the request and the NRCS completed the Preliminary Investigation Feasibility Report (Draft PIFR)(attached).

The next step in the project is for the NRCS to complete the planning and design phases in preparation for construction. Planning and Design is expected to take 3-4 years but is 100% federally funded. The City will be required to provide in-kind services on occasion.

Capital Facilities will dedicate a project manager to this project to work with the NRCS to help progress toward construction.

The erosion along the Glacier Stream is threatening the landfill and the entirety of Dump Road ought to be protected and the PIFR confirmed this need. The PIFR accounts for the work recently completed along Dump Road and that work will be counted as in-kind contribution (see figure 9-1 for planned project scope).

The attached PIFR and WS-4 PIFR Sponsor Declaration Form need to be signed to move forward with the next phase of the project. In-kind services are being committed but no matching funds are required for this project through this specific program.

USDA NRCS

Valdez Glacier Stream Watershed Plan

Preliminary Investigation Feasibility Report

November 14, 2023

Prepared for the NRCS by:



NRCS Contract Number: 12SPEC18D0020
JDE Project #: 2301-007

Table of Contents

1.0 Summary 1

2.0 Applicable Agency Authority and Authorized Purposes 2

3.0 Potential for 20% Agricultural (Rural Benefits)..... 4

4.0 Project Overview..... 4

5.0 Proposed Project Purpose and Need Statement 11

6.0 Resource Concerns..... 12

7.0 Opportunities 14

8.0 State, Tribal, Federal Stakeholder Engagement 14

9.0 Potential Alternatives 14

10.0 Facilitating Factors 19

11.0 Obstructing Factors..... 19

12.0 Environmental Document..... 20

13.0 Sponsors..... 20

14.0 Potential Cooperating Agencies..... 20

15.0 Potential Stakeholders..... 21

16.0 Notifications..... 23

17.0 Estimated Project Implementation Timeline..... 23

18.0 Recommendation..... 24

19.0 References 25

Appendices

- Appendix A. Sponsor Letter of Request
- Appendix B. Preliminary Environmental Evaluation (CPA-52)
- Appendix C. WS-4 – PIFR Sponsor Declaration Form

Figures

Figure 2-1. Project Watershed Overview Map 2

Figure 4-1. Map of Project Area..... 5

Figure 4-2. Satellite Imagery of Valdez Glacier Stream from (a) 2007 and (b) 2021 (Google Earth 2022) 6

Figure 4-3. Existing and Planned Infrastructure Map..... 7

Figure 9-1. Alternative 2 Proposal Map 15

Tables

Table 1-1. Alternatives Considered to Address the Purpose and Need 1

Table 2-1. NRCS’s National Watershed Program Manual Criteria Questions 3

Table 2-2. Which authorized purposes will the project address? 3

Table 2-3. Will there be benefits or effects to the public? 3

Table 2-4. Will the project take place in a Special Designated Area? 4

Table 4-1. Project Overview 4

Table 4-2. Preliminary Resource Information 8

Table 4-3. Resources of Special Concern 9

Table 6-1. Resource Concerns: SWAPA + Energy + Human 12

Table 6-2. Resources of Special Concern 13

Table 9-1. Estimated value of existing infrastructure 16

Table 9-2. Alternatives Summary 17

Table 9-3. Summary of Economic Analysis 18

Table 14-1. Cooperating Agency Contact Information and Type of Involvement 21

Table 15-1. Stakeholders at the PIFR Stage 22

Table 16-1. Entity and Date of Notification 23

Table 17-1. Estimated Project Timeline 23

1.0 Summary

The City of Valdez is a federally recognized local government entity who will serve as sponsor for the proposed Watershed Plan, located in Valdez, Alaska. Located on the outwash plain of the Valdez Glacier, the City of Valdez is in a unique geographic and geologic location. An average of about 63 feet of the Valdez Glacier Stream bank is eroding every year due to biannual glacier outburst flooding. The outburst flooding typically occurs in June and again in September or October. Important city and private infrastructure at risk of flooding and erosion due to the ongoing flood outbursts include Haul Road, the Valdez landfill, existing erosion control structures, the Richardson Highway bridge, and other privately owned entities (i.e., gravel quarries).

The proposed Watershed Plan area is the Valdez Glacier Stream Hydrologic Unit Code (HUC) 12 Subwatershed (190202010805); the total watershed area is approximately 11,204 acres. The primary authorized PL-566 project purpose is Flood Prevention (flood damage reduction), with a secondary purpose of Watershed Protection. Resource concerns in the watershed include increased risk of flooding damage to infrastructure with associated risks to human health and safety and capital investment, soil erosion, potential soil contamination, water quality degradation, and impacts to aquatic habitats.

The following four alternatives were evaluated to address the project purpose and need: No Federal Action, Structural, Non-structural, and Removal of Monetary and Regulatory Constraints. The alternatives are summarized in Table 1-1.

Table 1-1. Alternatives Considered to Address the Purpose and Need

Alternative	General Description
Alternative 1 - No Federal Action	No federally funded project measures implemented; existing system infrastructure not upgraded.
Alternative 2 - Structural	Construct 1.8 miles of new revetment along the west riverbank and rehabilitate 0.6 miles of existing revetment along Haul Road to set flood water bounds and stabilize the bank.
Alternative 3 – Non-structural	Relocate the Valdez landfill.
Alternative 4 – Removal of Monetary and Regulatory Constraints	None identified.

Alternative 2 appears to meet the eligibility requirements for PL-566 funding and does not have apparent insurmountable obstacles.

2.0 Applicable Agency Authority and Authorized Purposes

This section provides documentation that the project is eligible for federal assistance and will meet statutory requirements.

The proposed Watershed Plan area includes all the land and water within the confines of the Valdez Glacier Stream Hydrologic Unit Code (HUC) 12 Subwatershed (190202010805) that contains the area of concern; the total watershed area is approximately 11,204 acres. The Valdez Glacier Stream drains into Port Valdez of the Valdez Arm of the Prince William Sound. The Watershed Plan Area is shown in Figure 2-1.

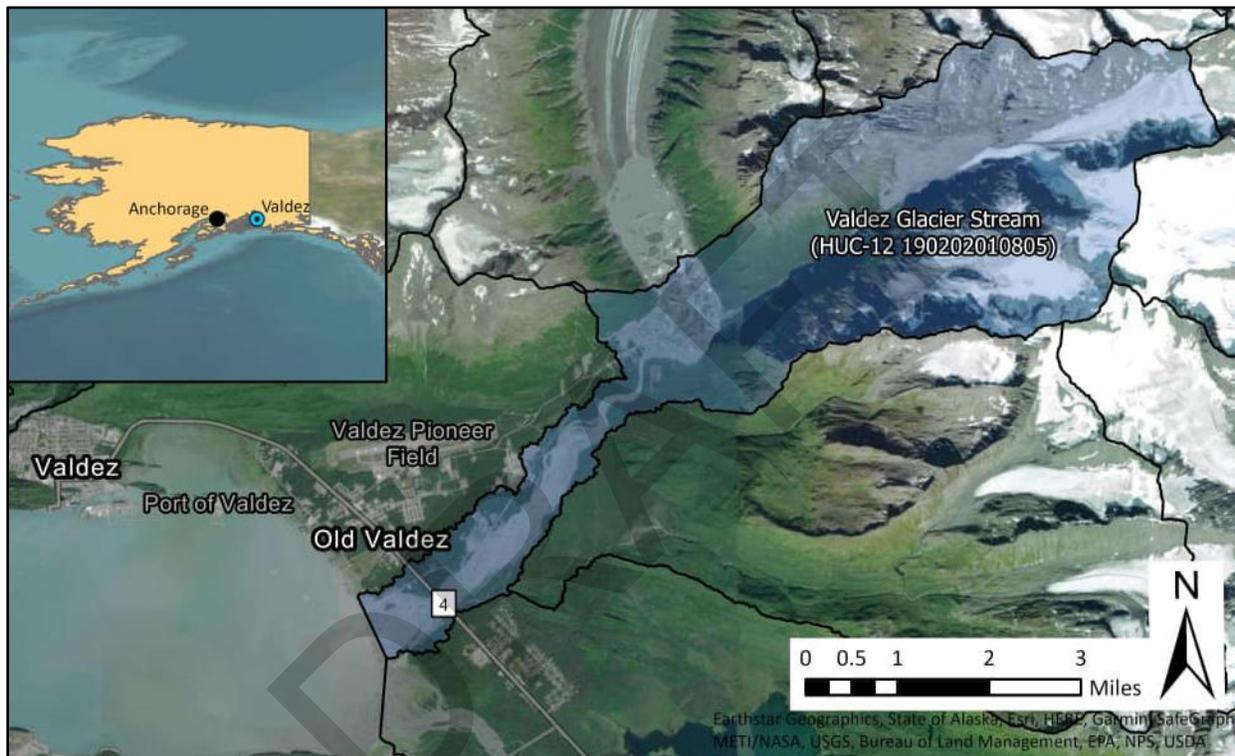


Table 2-1. NRCS’s National Watershed Program Manual Criteria Questions

Program Criteria	Response:	
Will the project area exceed 250,000 acres in size? ^{1,2}	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
If over 250,000 acres will it be divided into sub-watersheds in one plan?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Potential Project Area Size:	200 acre	
Will any single structure provide more than 12,500 acre-feet of floodwater detention capacity, or have 25,000 acre-feet of total capacity?	<input type="checkbox"/> YES ³	<input checked="" type="checkbox"/> NO
How many recreational developments will be included in the project area?		
One development in a project area less than 75,000 acres	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Two developments in a project area between 75,000 and 150,000 acres	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Three developments in a project area greater than 150,000 acres	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

1- For specific appropriations, the 250,000 acres is waived except for watershed projects with the flood prevention purpose.

2- Watersheds exceeding 250,000 acres can be broken up into smaller sub-watersheds.

3- The project will not meet the statutory requirements.

Table 2-2. Which authorized purposes will the project address?

(Indicate only one purpose as primary):

Authorized Purposes:	Primary	Other
Flood prevention	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Watershed Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Public Recreation	<input type="checkbox"/>	<input type="checkbox"/>
Public Fish and Wildlife	<input type="checkbox"/>	<input type="checkbox"/>
Agricultural Water Management	<input type="checkbox"/>	<input type="checkbox"/>
Municipal or Industrial Water Supply	<input type="checkbox"/>	<input type="checkbox"/>
Water Quality Management	<input type="checkbox"/>	<input type="checkbox"/>

Table 2-3. Will there be benefits or effects to the public?

Will the project produce substantial benefits to the general public, to communities, and to groups of landowners?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO ¹
Can the project be installed by individual or collective landowners under alternative cost-sharing assistance?	<input type="checkbox"/> YES ¹	<input checked="" type="checkbox"/> NO
Will the project have strong local citizen and sponsor support through agreements to obtain land rights, permits, contribute the local cost of construction, and carry out operation and maintenance.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO ¹

1- The project will not meet the statutory requirements.

Table 2-4. Will the project take place in a Special Designated Area?

Special Designated Area	Within the designated area?
Appalachia	<input type="checkbox"/>
Delaware River Basin	<input type="checkbox"/>
Susquehanna River Basin	<input type="checkbox"/>
Tennessee Valley	<input type="checkbox"/>

3.0 Potential for 20% Agricultural (Rural Benefits)

The population of Valdez, Alaska, is about 3,985 people (U.S. Census Bureau 2020). Valdez is in the Chugach Census Area within the Unorganized Borough of Alaska, which has an approximate population of 6,874 people (U.S. Census Bureau 2022). The project and anticipated benefits would be within a rural area per the U.S. Census Bureau and the NRCS National Watershed Program Manual (NWPM; NRCS 2015), as the relevant community has a population of less than 50,000. All project benefits would qualify as rural benefits and would count toward the 20 percent agricultural (rural) benefit requirement.

4.0 Project Overview

4.1 Project Setting

The City of Valdez is a federally recognized local government entity in Alaska. The City of Valdez is situated on the outwash plain of the Valdez Glacier which presents unique geographic and geologic conditions. The project area's local climate is subarctic, with average temperatures ranging from approximately 12°F in January to 60°F in July. Precipitation in the area averages 61.4 inches per year, with a total average snowfall of 223.0 inches (Western Regional Climate Center 2023). Table 4-1 and Figure 4-1 provides an overview of the project area.

Table 4-1. Project Overview

Project Information	Response
Proposed Project Name	Valdez Glacier Stream Watershed Plan
State	Alaska
Borough/Census Area	Chugach Census Area
Congressional District	AK-1
General Coordinates of the Watershed	61.12°, -146.22°
Potential Project Area - Size	200 acres

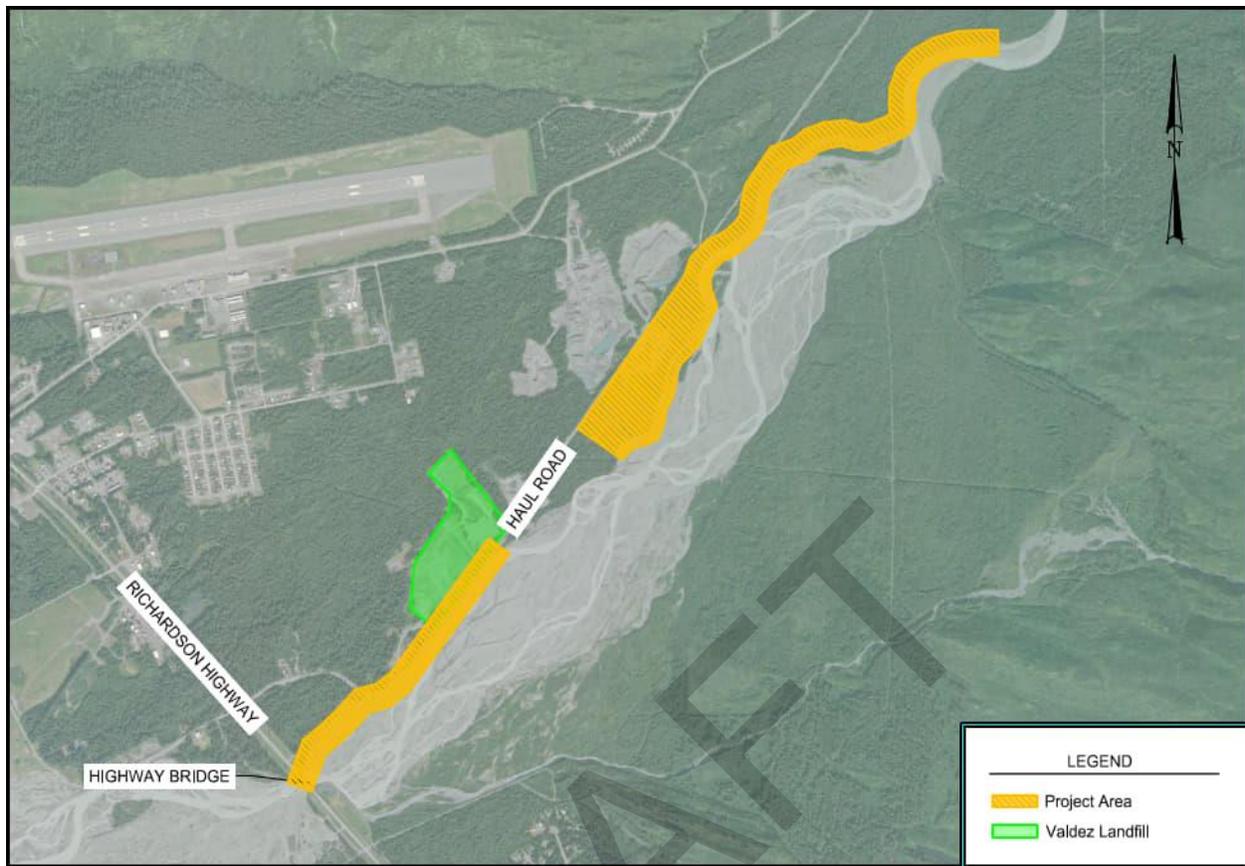


Figure 4-1. Map of Project Area

The Sponsor's request letter (Appendix A) expresses a need for erosion protection along the Valdez Glacier Stream. In 2007, the U.S. Army Corps of Engineers wrote an Erosion Information Paper for Valdez that mentions potential erosion along the Valdez Glacier Stream as well as along Mineral Creek and Lowe River. Concerns about Mineral Creek and Lowe River were not mentioned in the request letter or in meetings with the Sponsor; therefore, the project area for this study is limited to the Valdez Glacier Stream.

The project area is subject to outburst flooding originating from an ice-dammed lake formed by the Valdez Glacier. Typically, the outburst flooding occurs twice a year in late spring (June) and in the fall (September or October). Estimated peak flow rates in 2017 and 2018 were 15,000 cubic feet per second (cfs) and 34,000 cfs, respectively (State of Alaska Department of Natural Resources Division of Mining, Land and Water 2023). These flood events are the primary source of erosion within the project area.

The USACE (2007) wrote an Erosion Information Paper for Valdez, which states:

"City staff estimates 2 feet per year is eroded from non-storm-related activities. The stream channel changes frequently because it carries a heavy bed load of glacial material which fills the stream bed and causes the channel to shift. Erosion caused by outburst flooding from

Valdez Glacier in 2002 resulted in a channel change, and it flowed into gravel pits on the west side of the floodplain adjacent to the city landfill. The natural stream flow, as well as flooding, ice jams, and glacier lake outbursts contribute to erosion. Four storm events in the last 6 years resulted in considerable erosion along the stream. Glacier Stream Road was breached during a 2001 flood. A 2003 flood resulted in a channel shift and now the stream flows along the toe of Glacier Stream Road.”

In recent years, the stream path appears to be moving west, with minimal erosion occurring on the east bank. The amount of erosion is highly variable along the channel and from year to year. The amount of lateral (across the stream) erosion that occurred between 2007 and 2019 varied from about 280 feet to 840 feet depending on location and measurement alignment (Figure 4-2). One area downstream of the Richardson Highway Bridge experienced nearly 500 feet of erosion over the course of 4 years. Lateral erosion was estimated by averaging bank movement measurements from 14 randomly selected locations over time, resulting in an average of approximately 63 feet per year. Corresponding longitudinal erosion along Haul Road (Glacier Stream Road) since 2007 is approximately 1,300 feet, or 87 feet per year.



Figure 4-2. Satellite Imagery of Valdez Glacier Stream from (a) 2007 and (b) 2021 (Google Earth 2022)

Ongoing erosion poses a risk to infrastructure along the Valdez Glacier Stream. Of particular significance is the potential erosion and subsequent loss of the Valdez landfill, which contains domestic solid waste and construction and demolition materials including asbestos. Other concerns include the risk of undermining Haul Road, flanking existing erosion control structures, and destabilizing the Richardson Highway and Richardson Highway Bridge. Over the past decade, various projects have been initiated to address and mitigate these concerns along the Valdez Glacier Stream as shown in Figure 4-3.

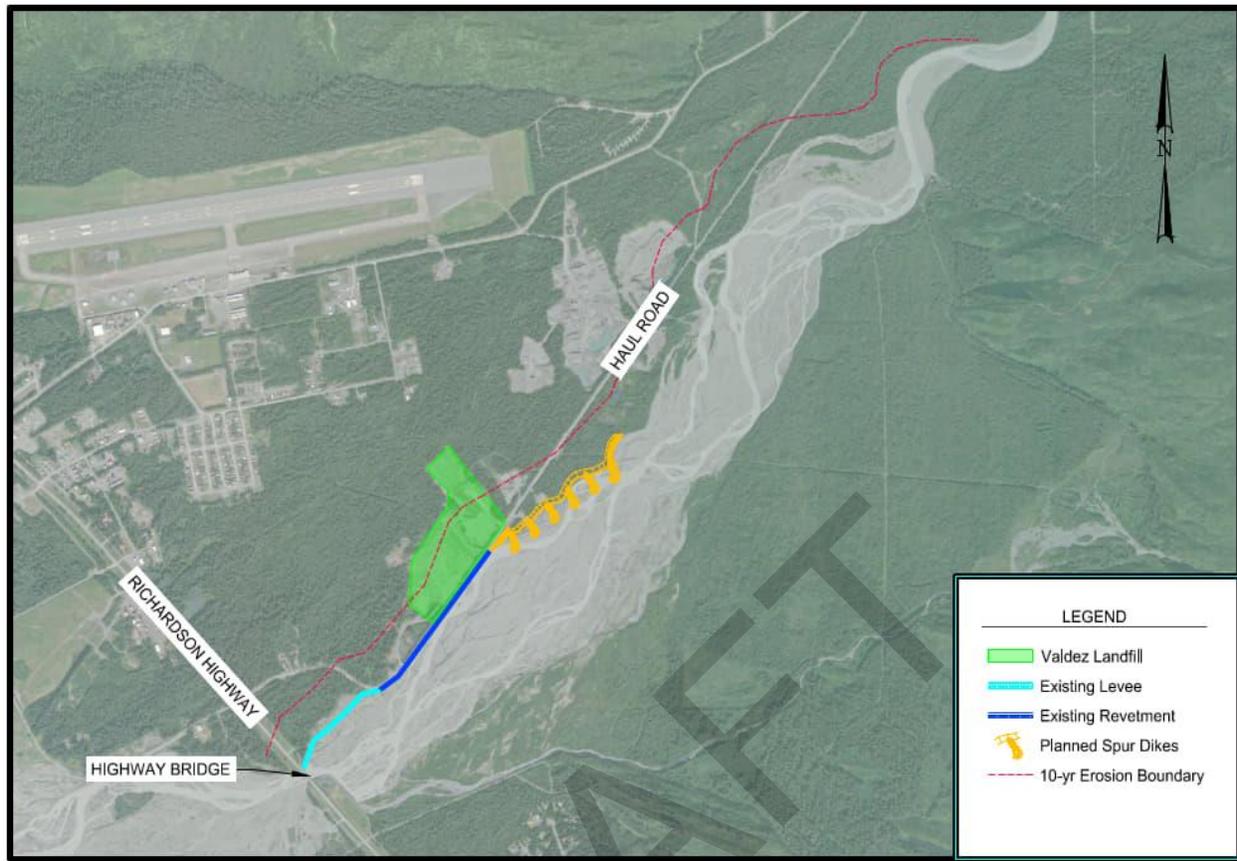


Figure 4-3. Existing and Planned Infrastructure Map

(Note the 10-yr erosion boundary is based on an average erosion rate of 62 feet per year.)

A levee was constructed along the east bank upstream of the Richardson Highway Bridge prior to 2007. Around 2017 and 2018, a levee and spur dikes were constructed along the west bank downstream of the Richardson Highway Bridge. By 2019, approximately 0.3 miles of levee and 0.7 miles of revetment were constructed along the west bank and Haul Road upstream of the Richardson Highway Bridge. The revetment ends just north of the landfill. Since construction, portions of the revetment along Haul Road adjacent to the landfill have deteriorated. Valdez City has experienced excessive operating and maintenance costs attempting to keep Haul Road accessible.

There is a planned improvement project to construct six spur dikes upstream of the landfill on the west bank. The intent of the project is to direct flows away from Haul Road and the Valdez landfill. Between 2019 and 2021, the river moved away from the bank near the proposed location of the first spur dike. The planned improvement project will use this location as the existing limit of lateral erosion for the first of the six spur dikes. If the river returns and continues to erode the west bank, it is estimated the planned spur dikes could be flanked in as little as 2 to 5 years.

Flanking of the spur dikes could jeopardize Haul Road and the landfill. Ongoing erosion may lead to the potential loss of both existing and planned levees, dikes, revetments, and other infrastructure, ultimately posing a threat to the Richardson Highway and bridge. Additional utilities (e.g., water, sewer), assumedly using the Richardson Highway corridor, may also be at risk. In addition to public infrastructure, continued erosion could impact the private gravel quarry industry west of Haul Road. One gravel quarry east of Haul Road and the landfill has already been lost to bank erosion.

Table 4-2. Preliminary Resource Information

Resource	Project Information
Soils	Soil data is unavailable for the watershed area (NRCS 2023). However, construction photos along the Valdez Glacier Stream generally indicate gravel, sediment, and silt compose the soils in the area (NRCS 2021). The Valdez Glacier Stream is migrating towards Haul Road, private gravel quarries, and the Valdez landfill, construction, and demolition pits due to bank erosion caused by the spring and fall flooding outbursts. Various chemicals wasted at the landfill are separated by a liner system. If the liner system becomes compromised by erosion, chemicals would have potential of being released into adjacent soils once outburst flows ended and the stream bed becomes dry.
Water	The Valdez Glacier Stream has not been assessed for water quality parameters (EPA 2023a). Heavy sediment loads naturally occur during spring and fall flooding outbursts. Streambank sediment loads are transported into surface water. Pollutants from the landfill may be transported to surface waters if inundated or exposed by flood waters.
Air	There are no federally designated Class 1 areas in the watershed area. The Chugach Census Area is not designated as a non-attainment area for any criteria pollutants (EPA 2023b).
Plants	A variety of plant species are found in the landscape including trees, shrubs, grasses, and forbs. There are no noted concerns with plants in the watershed.
Animals	Port Valdez supports numerous fish and wildlife species, including anadromous fish and waterbirds. Municipal and construction waste from the Valdez landfill, construction, and demolition pits could erode and transport waste to Port Valdez through flooding outbursts where it could impact fish and wildlife.
Energy	There are no known energy resources or concerns within the watershed.
Demographics	Within the Chugach Census Area, up to 80 percent of the population identify as white with 20 percent of the population identifying as people of color (minority). Up to 7 percent identify as Hispanic, 4 percent identify as American Indian, and 2 percent as Black. Up to 18 percent of the population is considered low-income. Approximately 97 percent of the population has a high school education. The average per capita income is \$44,282 and unemployment is at 4 percent (EPA 2023c). The watershed is located within a “Non-subsistence Use Area” (Alaska

Resource	Project Information
	<p>Department of Fish and Game 2023a). The highest percentages for employment for the City of Valdez are generated from the local government and visitor industry at 12 percent, with oil industry and seafood industry at 11 percent (City of Valdez 2023).</p> <p>Haul Road, private gravel quarries, and the Valdez landfill, construction, and demolition pits are being threatened by flood water outbursts that present risks to economic security and human health and safety. Capital requirements will increase due to infrastructure damage or loss. Haul Road, the private gravel quarries, and the Valdez landfill, construction, and demolition pits are at risk of damage and loss from flood water outbursts. Community livelihood and opportunities are at risk if the landfill, construction, and demolition pits are rendered unusable or water becomes contaminated from flooding. Access and protection of private gravel quarries and the Valdez landfill, construction, and demolition pits is critical to the operations and livelihood of the community.</p>
Transportation	<p>The Richardson Highway (Alaska Route 4) and Haul Road are important routes within the project area. The Valdez Glacier Stream is crossed by Richardson Highway and paralleled on the west by Haul Road. Utilities such as power and communication lines also cross the project area. Valdez Airport is within 0.5 miles northwest of the proposed project area. Ongoing erosion would undermine Haul Road.</p>
Recreation	<p>The Valdez community is known for recreational opportunities. The area offers fishing, hiking, glacier guides and tours, biking, kayaking, and more (City of Valdez 2023). An existing bike path crosses the Valdez Glacier Stream and runs parallel to the Richardson Highway. The Glacier Campground is within 0.5 miles northwest of the proposed project area.</p>

Table 4-3. Resources of Special Concern

Resources of Special Concern	Initial Anticipated Effects
Clean Water Act	<p>The Valdez Glacier Stream and the adjacent wetlands are likely jurisdictional waters of the U.S. Any proposed project activities occurring within the channel or wetlands may require permitting and mitigation with the USACE under Section 404 of the Clean Water Act. Implementation of a stormwater pollution prevention plan (SWPPP) would be required for new project ground disturbances over 1 acre in compliance with Section 402 of the Clean Water Act.</p>
Clean Air Act	<p>The Chugach Census Area is not designated as a non-attainment area for any criteria pollutants. Temporary emissions may occur during project implementation. City staff report asbestos as being present in the construction and demolition pit.</p>

Resources of Special Concern	Initial Anticipated Effects
Coastal Zone Management	NA. Alaska does not participate in the National Coastal Management Program Under the Coastal Zone Management Act.
Coral Reefs	NA
Cultural Resources	Based on review of the National Register of Historic Places (NPS 2023a), no historic properties were identified within the proposed watershed area. There may be cultural resources and historic properties present within the project area. The SHPO or THPO would be consulted during the planning process.
Endangered & Threatened Species	<p>The watershed area was reviewed in the U.S. Fish and Wildlife Service’s (USFWS) Information for Planning and Consultation (IpaC) database (USFWS 2023a). The following federally listed species were identified as having the potential to be impacted by activities within the watershed area:</p> <ul style="list-style-type: none"> • Short-tailed Albatross (<i>Phoebastria (=Diomedea) albatrus</i>) – Endangered <p>There are no critical habitats within the watershed.</p> <p>The State of Alaska Endangered Species List currently includes the following:</p> <ul style="list-style-type: none"> • Short-tailed albatross (<i>Phoebastria albatrus</i>) • Eskimo curlew (<i>Numenius borealis</i>) • Blue whale (<i>Balaenoptera musculus</i>) • Humpback whale (<i>Megaptera novaeangliae</i>) • Right whale (<i>Eubalaena japonica</i>) <p>The watershed area is outside the known range of these state-listed species (Alaska Department of Fish and Game 2023b).</p> <p>Impacts to listed species are unknown at this stage of planning. Surveys and mitigation may be required to comply with the Endangered Species Act.</p>
Environmental Justice	The watershed area is within a Census tract that is identified as partially disadvantaged (CEQ 2023). The project is intended to benefit the affected minority and low-income population in Valdez.
Essential Fish Habitat	Essential fish habitat occurs immediately downstream of the watershed, in Port Valdez where the Valdez Glacier Stream outlets (NOAA 2023). Project activities are not anticipated to occur within the mapped habitat, yet habitat could be affected by Valdez Glacier Stream flood outbursts.
Floodplain Management	Portions of the watershed have been mapped by the Federal Emergency Management Administration as Flood Zones A, AE, and X. The project is located within the regulatory floodway (FEMA 2023). The project is intended to maintain current floodplain management by stabilizing the banks of the channel.
Invasive Species	Invasive species are not known to occur within the Valdez community or watershed area.

Resources of Special Concern	Initial Anticipated Effects
Migratory Birds/Bald & Golden Eagle Protection Act	During the sponsor kickoff meeting held on July 20, 2023, city staff reported seeing eagle nests along the Valdez Glacier Stream. Other migratory birds that may be present in the watershed area were identified in the IPaC system and include the black oystercatcher (<i>Haematopus bachmani</i>), common loon (<i>Gavia immer</i>), tufted puffin (<i>Fratercula cirrhata</i>), and short-billed dowitcher (<i>Limnodromus griseus</i>) (USFWS 2023a). Migratory birds in the area could be impacted by project activities, but use of the project area is likely limited by the disturbance associated with human occupancy.
Natural Areas	According to the U.S. Geological Survey Protected Area Database, there are no identified natural areas within the watershed area (USGS 2023).
Prime and Unique Farmlands	There are no classified farmlands within the watershed area (NRCS 2023).
Riparian Area	The riparian area associated with the Valdez Glacier Stream is eroding.
Scenic Beauty	The project area has been developed with roads, gravel quarries, and landfill, construction, and demolition pits, which create a visual contrast with the natural landscape.
Wetlands	Based on a review of aerial imagery and National Wetlands Inventory data (USFWS 2023b), wetlands appear to occur within the watershed near the confluence of Valdez Glacier Stream and Port Valdez, but do not appear to occur within the channel and floodplain of the stream where project activities would occur.
Wild and Scenic Rivers	Wild and scenic rivers do not occur within or downstream of the watershed area (National Wild and Scenic Rivers System 2023). Nationwide Rivers Inventory segments do not occur within or downstream of the watershed area (NPS 2023b).

5.0 Proposed Project Purpose and Need Statement

Erosion and flooding of the Valdez Glacier Stream pose a significant threat to several critical assets, including the Valdez landfill, Haul Road, erosion control infrastructure (both existing and planned), and the Richardson Highway, bridge, and associated utilities. These assets are at risk of damage or total loss. The project is needed to reduce the risk of flood damage and reduce the potential for contamination of water and soil in the watershed.

The primary authorized PL-566 purpose is Flood Prevention (Flood Damage Reduction) to reduce the risk of flood damage to the Valdez landfill and other infrastructure. A secondary purpose for the project is Watershed Protection, to reduce the movement of pollutants caused by flood damage to the landfill.

6.0 Resource Concerns

This section summarizes the resource concerns that may be affected by implementation of the proposed project. For additional details, see the CPA-52 in Appendix B.

Table 6-1. Resource Concerns: SWAPA + Energy + Human

	Alt 1 – No Federal Action: No federally funded project measures implemented.	Alt 2 –Structural: Construct 1.8 miles and rehabilitate 0.6 miles of revetment along Valdez Glacier Stream to set flood water bounds and stabilize the west riverbank.	Alt 3 – Non-structural: Relocate the Valdez landfill.	Alt 4 – Removal of Monetary and Regulatory Constraints: None identified.
Soil	-	+	-/+	NA
Water	-	+	-/+	NA
Air	0	0	0	NA
Plants	0	0	0	NA
Animals	-	+	+	NA
Energy	0	0	0	NA
Human	-	+	-/+	NA

Table inputs: (+) = Positive Impact; (-) = Negative Impact; (0) = No Impact; (NA) = Not Applicable

Table 6-2. Resources of Special Concern

	Alt 1 – No Federal Action	Alt 2 –Structural	Alt 3 – Non-structural	Alt 4 – No Constraints
Clean Air Act	0	0	0	NA
Clean Water Act/Waters of the U.S.	-	+/-	0	NA
Coastal Zone Management	NA	NA	NA	NA
Coral Reefs	NA	NA	NA	NA
Cultural Resources/Historic Properties	0/-	0	0/-	NA
Endangered & Threatened Species	-	0/-	0/-	NA
Environmental Justice	-	+	+	NA
Essential Fish Habitat	-	+	+	NA
Floodplain Management	-	+	-	NA
Invasive Species	0	0	0	NA
Migratory Birds/Bald and Golden Eagle Protection Act	0	0/-	0/-	NA
Natural Areas	0	0	0	NA
Prime and Unique Farmlands	NA	NA	NA	NA
Riparian Area	-	-/+	-	NA
Scenic Beauty	0	0	0	NA
Wetlands	0	0/-	0/-	NA
Wild and Scenic Rivers	NA	NA	NA	NA

Table inputs: (+) = Positive Impact; (-) = Negative Impact; (0) = No Impact; (NA) = Not Applicable

7.0 Opportunities

There are opportunities to address issues with bank stability, water quality, aquatic habitat, human health and safety, and capital investment within the watershed. Bank stabilization measures would reduce or eliminate erosion of the Valdez Glacier Stream embankment, which would benefit soil stability, water quality, and aquatic habitat by reducing erosion and preventing pollutants from being transported downstream during flooding outbursts. Bank stabilization would also reduce risks to infrastructure, human health and safety, and capital investment.

Alternately, relocation of the Valdez landfill would not address soil stability concerns but would provide opportunities to benefit water quality and aquatic habitats by removing pollutant sources before they are exposed and transported downstream. Relocation of the Valdez landfill would present opportunities to reduce the risk to important infrastructure and human health and safety and would reduce the need for investment of capital.

8.0 State, Tribal, Federal Stakeholder Engagement

A virtual stakeholder meeting was held on June 20, 2023, to discuss the project with the sponsor and project stakeholders. The meeting was attended by NRCS representatives, City of Valdez representatives, and Jones and DeMille Engineering staff. A list of meeting attendees is shown in Table 8-1.

Table 8-1. Stakeholder Meeting Attendees

Sponsor Representatives		
Scott Benda	Kate Huber	Bruce Wall
Natural Resources Conservation Service (NRCS)		
Brett Nelson		
Jones and DeMille Engineering (JDE)		
Ricky Anderson	Darin Robinson	Jared Barton
Michael Rasmussen	Kade Flake	

9.0 Potential Alternatives

9.1 Alternative 1 – No Federal Action

Alternative 1 considers if no federal action were taken; there would be no federally funded project measures implemented. This alternative would not meet the project’s purpose and need. Human health and safety, infrastructure, water quality, and aquatic habitats would continue to be at risk of flood damage and contamination.

9.2 Alternative 2 – Structural

Alternative 2 considers structural measures to address the impacts of riverbank erosion. Approximately 9,750 feet (1.8 miles) of new revetment would be constructed along the west bank of the Valdez Glacier Stream and approximately 3,175 feet (0.6 miles) of existing revetment would be rehabilitated along Haul Road. The project area would cover approximately 200 acres. The new revetment would be tied into the north end of the currently planned spur dikes and would establish a rigid boundary for the west bank of the river (see Figure 9-1). This alternative would provide protection to Haul Road, the landfill, gravel extraction operations, existing erosion control structures (levee and spur dikes), and the Richardson Highway and bridge. This alternative would be expected to reduce O&M costs on Haul Road and adjacent facilities affected by erosion.

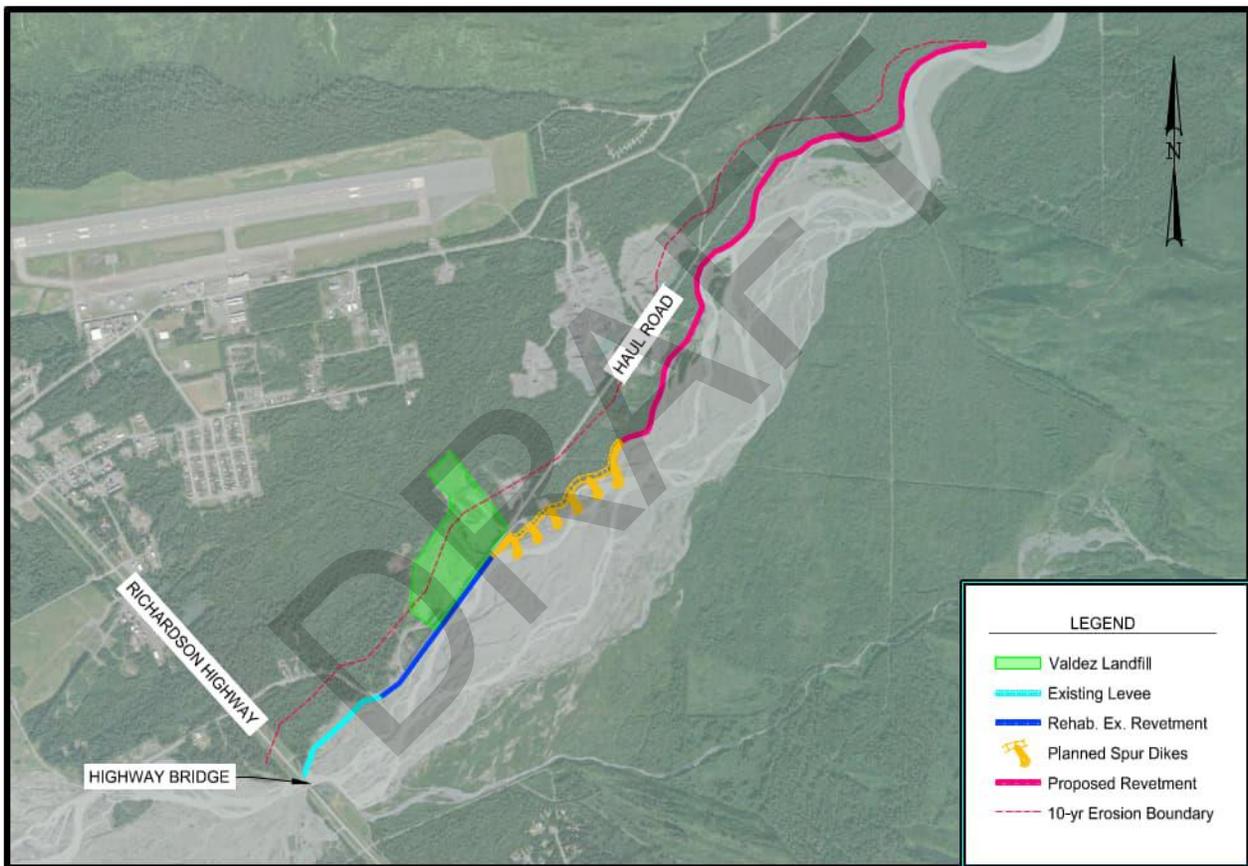


Figure 9-1. Alternative 2 Proposal Map

9.2.1 Preliminary Economic Feasibility

Project costs were estimated using the values for the training dike completed downstream of the Richardson Highway bridge in 2018 (NRCS 2021). The training dike had an average cost of \$750 per linear foot (adjusted for inflation to year 2023). It is assumed the revetment rehabilitation costs would also be \$750 per linear foot. This cost is assumed to encompass all the work required for the proposed

project. Given a revetment length of 9,750 feet and a rehabilitation length of 3,175 feet, the estimated Alternative 2 construction cost is \$9,694,000.

Benefits for the project would be realized from the reduction of erosion damage to the Valdez landfill, Haul Road, existing erosion protection structures, and the Richardson Highway and bridge. All infrastructure included in the alternative are assumed to be a total loss over a 50-year period if no action is taken. The existing erosion protection structures were valued at the cost of replacement, which was assumed to be equal to the cost of the new revetment. Infrastructure values are taken from the Erosion Exposure Assessment of Infrastructure in Alaskan Coastal Communities report (Buzard et al. 2021) and adjusted for inflation to year 2023. Benefits are summarized in Table 9-1.

Table 9-1. Estimated value of existing infrastructure

Item Description	Unit	Estimated Quantity	Unit Value	Value
Landfill	LS	1	\$1,000,000	\$1,000,000
Spur Dikes	L.F.	1,750	\$750	\$1,310,000
Revetment	L.F.	2,080	\$750	\$1,560,000
Dirt Road	L.F.	6,800	\$450	\$3,060,000
Richardson Highway	L.F.	3,000	\$900	\$2,700,000
Richardson Highway Bridge	L.F.	240	\$11,250	\$2,700,000
Total Estimated Value				\$12,330,000

This preliminary analysis demonstrates Alternative 2 is likely to have a benefit-cost ratio of at least 1.3:1 based on the assumptions made. The benefit-cost ratio would be expected to increase if reduced damage values are expanded to include cleanup costs and environmental impacts of landfill waste being washed into the Valdez Glacier Stream and Port Valdez. Although these results are conceptual, it is assumed justifying a federal investment would not be an insurmountable obstacle to implementing Alternative 2.

9.3 Alternative 3 – Non-structural

Alternative 3 considers non-structural measures to reduce the risk of landfill flood damage. This alternative would consist of relocating the Valdez landfill. However, this alternative is not expected to garner community support, and there may be difficulty in finding a suitable relocation site.

9.3.1 Preliminary Economic Feasibility

Estimated costs for this alternative are based on similar projects and data found in documents provided by the NRCS. The estimated cost for constructing a new landfill is approximately \$1,130,000. This value is taken from the Erosion Exposure Assessment of Infrastructure in Alaskan Coastal Communities report (Buzard et al. 2021) and adjusted for inflation to year 2023. The cost for reclamation of the old landfill, including relocating existing landfill waste to the new landfill, is roughly estimated at \$1,130,000. The total estimated cost for this alternative is \$2,260,000. These costs were assumed to encompass all the work required for each proposed measure.

Benefits for the project would be realized from the elimination of erosion damage to the Valdez landfill. The existing landfill was valued at the cost of replacement, which is approximately \$1,130,000. The results of this analysis demonstrate Alternative 3 has a benefit-cost ratio of about 0.5:1. It is unknown whether including the value of reduced cleanup costs and environmental impacts from landfill waste entering the Valdez Glacier Stream and Port Valdez would result in a benefit-cost ratio exceeding 1:1.

9.4 Alternative 4 – No Constraints

There was no alternative without constraints identified that would provide additional benefits over Alternative 2, which is believed to be feasible and adequate for the sponsor’s needs. Therefore, a No Constraints alternative was not considered.

9.5 Alternatives Summary

Table 9-2 summarizes the potential impacts of each alternative.

Table 9-2. Alternatives Summary

Alternatives	Possible Positive Impacts and Effects	Possible Adverse Impacts and Effects
<p>Alternative 1 – No Federal Action</p>	<ul style="list-style-type: none"> No positive impacts 	<ul style="list-style-type: none"> Continued erosion of riverbank and riparian area and increased risk of impacts to community infrastructure, including the Valdez landfill Continued risk to human health and safety as erosion advances towards the Valdez landfill and other infrastructure Ongoing financial burden on the Valdez community, which may be disadvantaged Potential contamination of water that provides aquatic habitats, including essential habitat of habitats for listed species Potential loss of cultural sites if undermined by erosion Continued movement of the floodplain boundary as banks erode
<p>Alternative 2 – Structural</p>	<ul style="list-style-type: none"> Reduction or elimination of soil erosion and reduced risk of damage to the Valdez landfill, Haul Road, and other infrastructure Reduction or elimination of flood risk to human health and safety 	<ul style="list-style-type: none"> Project may require structural fill within jurisdictional waters Potential impacts to listed species or migratory birds if they occur in the project area

Alternatives	Possible Positive Impacts and Effects	Possible Adverse Impacts and Effects
	<ul style="list-style-type: none"> Reduction or elimination of risk of water and soil contamination and impacts to aquatic habitats caused by flood damage to the Valdez landfill Reduced financial burden on the Valdez community Stabilization of the floodplain boundary Long-term protection of the riparian area 	<ul style="list-style-type: none"> Riparian area would be temporarily impacted by bank stabilization measures Potential fill within wetlands if they occur within the project area
Alternative 3 – Non-structural	<ul style="list-style-type: none"> Elimination of risk of damage to the Valdez landfill Reduced risk of water and soil contamination and impacts to aquatic habitats caused by flood damage to the Valdez landfill Reduced financial burden on the Valdez community 	<ul style="list-style-type: none"> Continued erosion of riverbank and riparian area and increased risk of impacts to infrastructure such as Haul Road and utilities Continued sedimentation from bank erosion Continued risk to human health and safety and capital investment as erosion advances towards infrastructure Potential loss of cultural sites if undermined by erosion Continued movement of the floodplain boundary as banks erode Potential impacts to listed species or migratory birds from relocation of the landfill
Alternative 4 – No Constraints	No alternative identified.	No alternative identified.

9.5.1 Economic Summary

Conceptual project costs and benefits were estimated for each alternative. The results are summarized in Table 9-3.

Table 9-3. Summary of Economic Analysis

Alternative	Total Project Costs	Project Benefits	Benefit-Cost Ratio (BCR)
Alternative 1 – No Federal Action	-	-	-
Alternative 2 – Structural	\$9,690,000	\$12,330,000	1.3:1
Alternative 3 – Non-structural	\$2,260,000	\$1,130,000	0.5:1
Alternative 4 – No Constraints	NA	NA	NA

Note that the alternatives are conceptual, and all costs and benefits should be considered preliminary. Though there are no project costs associated with Alternative 1, expected damages could reach \$12,330,000 or more if no action is taken over the next 50 years.

10.0 Facilitating Factors

10.1 Alternative 1 – No Federal Action

The facilitating factors for Alternative 1 include the following:

- No investments in infrastructure are required; no sponsor cost-share is required.

10.2 Alternative 2 – Structural

The facilitating factors for Alternative 2 include the following:

- The Sponsor, State of Alaska, and other partners have planned, designed, permitted, and constructed similar projects in the area.
- A site for revetment has been identified.

10.3 Alternative 3 – Non-structural

The facilitating factors for Alternative 3 include the following:

- Low estimated project costs compared to Alternative 2.

10.4 Alternative 4 – No Constraints

No feasible “No Constraints alternative was identified.

11.0 Obstructing Factors

11.1 Alternative 1 – No Federal Action

The obstructing factors for Alternative 1 include the following:

- This alternative does not meet the purpose and need for the project.

11.2 Alternative 2 – Structural

The obstructing factors for Alternative 2 include the following:

- Permitting with the USACE and compensatory mitigation may be required.
- An easement with the State of Alaska Department of Natural Resources Division of Mining, Land and Water may be required.

11.3 Alternative 3 – Non-structural

The obstructing factors for Alternative 3 include the following:

- The community does not support relocation of the landfill.
- A suitable relocation site has not been identified.
- Permitting with the Alaska Department of Environmental Conservation may be required.
- Removal of hazardous waste is not an eligible project measure for PL-566 cost-share; an alternate source of funding would be required for waste removal.

11.4 Alternative 4 – No Constraints

No feasible “No Constraints alternative was identified.

12.0 Environmental Document

The proposed project does not meet the limitations described for any categorical exclusion as stated in 7 CFR Part 650.6. Significant impacts to any resource are not anticipated and the estimated federal construction costs are less than \$25 million, which indicates that a Watershed Plan-EA would likely be the appropriate environmental document for this project. If federal construction costs exceed \$25 million, an EIS would be required.

13.0 Sponsors

The project sponsor is the City of Valdez. A sponsor declaration (WS-4) form is attached as Appendix C. The Sponsor will:

- Assist in the locally led planning effort.
- Obtain needed land rights including the use of power of eminent domain, if necessary.
- Provide local cost-share funds and/or in-kind services to provide the required portion of total project costs.
- Provide funds for continuing operation and maintenance actions.
- Obtain required permits and approvals at sponsor cost.
- Before being credited with the value of any in-kind contribution for any in-kind services and/or acquisition of land rights, sponsor will sign a Memorandum of Understanding (MOU) with NRCS.

14.0 Potential Cooperating Agencies

Potential cooperating agencies are listed in Table 14-1.

Table 14-1. Cooperating Agency Contact Information and Type of Involvement

Agency	Contact Information	Type of Involvement
U.S. Army Corps of Engineers (USACE)	Alaska District Headquarters PO Box 6898 JBER, Alaska 99506-0898 (907) 753-2712 regpagemaster@usace.army.mil	Regulatory [X] Informed [X] Prepare permits or letters of permission document [X] Provide input [X]
U.S. Fish and Wildlife Service (USFWS)	Ecological Services Office 1011 East Tudor Road Anchorage, AK 99503 (907) 786-3431	Regulatory [X] Informed [X] Prepare permits or letters of permission document [X] Provide input [X]
National Oceanic and Atmospheric Administration (NOAA)	Alaska Regional Office P.O. Box 21668 709 W. 9 th St., Rm 420 Juneau, AK 99802-1668 (907) 586-7221 alaska.webmaster@noaa.gov	Regulatory [X] Informed [X] Prepare permits or letters of permission document [X] Provide input [X]
Environmental Protection Agency (EPA)	Alaska Operations Office 222 West 7 th Ave. #19 Anchorage, AK 99513-7588 (907) 271-5083	Regulatory [X] Informed [X] Prepare permits or letters of permission document [] Provide input [X]
Federal Emergency Management Agency (FEMA)	Region 10, Alaska Area Office 222 W 8 th Ave Anchorage, AK 99513 (425) 487-4600 FEMA-R10-Info@fema.dhs.gov	Regulatory [] Informed [X] Prepare permits or letters of permission document [] Provide input [X]
Alaska Department of Environmental Conservation Division of Water	Department of Environmental Conservation P.O. Box 111800 Juneau, AK 99811 Water Quality – Anchorage Program Manager: Terri Lomax 907-269-7635 terri.lomax@alaska.gov	Regulatory [] Informed [] Prepare permits or letters of permission document [X] Provide input []

15.0 Potential Stakeholders

Table 15-1 shows the expected project stakeholders in addition to each entity’s likely contribution.

Table 15-1. Stakeholders at the PIFR Stage

Stakeholder	Role	Resources	Contribution
USDA-NRCS	Lead Agency for Plan, FA/TA.	Staff and Funding for Technical Assistance (TA) and Financial Assistance (FA)	Administration of staff for completion of Plan, design, construction.
City of Valdez	Sponsor	Cost-share funds, staff for review	Lead partner in the development of the Plan, acquires permits, project scoping, leads public meetings. Review of construction plans and specifications, design review, construction contract management.
U.S. Army Corps of Engineers (USACE)	Regulatory Agency	Staff for technical reviews	Project and technical reviews
U.S. Fish and Wildlife Service (USFWS)	Regulatory Agency	Staff for technical reviews	Project and technical reviews
National Oceanic and Atmospheric Administration (NOAA)	Regulatory Agency	Staff for technical reviews	Project and technical reviews
Environmental Protection Agency (EPA)	Regulatory Agency	Staff for technical reviews	Project and technical reviews
Federal Emergency Management Agency (FEMA)	Regulatory Agency	Staff for technical reviews	Project and technical reviews
Alaska Department of Natural Resources	Regulatory Agency	Staff for technical reviews	Permitting, technical review, and overall review
Alaska Department of Fish and Game	Regulatory Agency	Staff for technical reviews	Permitting, technical review, and overall review
Alaska State Historical Preservation Office	Regulatory Agency	Staff for technical reviews	Permitting, technical review, and overall review

16.0 Notifications

Table 16-1 shows the entities that will be notified as part of the PIFR. The method and expected date of notification for each agency is also reported.

Table 16-1. Entity and Date of Notification

Entity	Method and Date Notified
State Governor’s Office	Letter – 8/11/2021
U.S. Fish and Wildlife Service	Letter – 8/11/2021
National Oceanic Atmospheric Administration National Marine Fisheries Service	Letter – 8/11/2021
U.S. Army Corps of Engineers	Letter – 8/11/2021
Federal Emergency Management Agency (FEMA)	Letter – 8/11/2021
U.S. Department of Reclamation Columbia-Pacific Northwest Regional Office	Letter – 8/11/2021

17.0 Estimated Project Implementation Timeline

Table 17-1. Estimated Project Timeline

Project Stage	Estimated Date:
Planning Start	Winter 2024
Planning End	Winter 2026
Design Start	Summer 2026
Design End	Summer 2027
Construction Start	Fall 2027
Construction End	Fall 2028

18.0 Recommendation

This preliminary investigation and feasibility report has been completed and submitted for approval to: Brett Nelson (NRCS)

By:

Name: Ricky Anderson Title: Project Manager Date: _____

Organization: Jones and DeMille Engineering

It has been determined that this potential PL-566 watershed operations project:

Does	Does Not	Determination
<input checked="" type="checkbox"/>	<input type="checkbox"/>	... meet the statutory acreage, volume/capacity of structure and recreational limit requirements;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	... meet the requirements of one or more Watershed Operations authorized purposes;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	... have the potential for a minimum of 20% agricultural, or rural, benefits;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	... have one or more viable alternatives;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	... have potential project sponsor(s) that meet and agree to all terms of responsibilities;
<input type="checkbox"/>	<input checked="" type="checkbox"/>	... have apparent insurmountable obstacles.

Preparer Signature

Signature: _____ Date: _____

State Watershed Operations Program Manager

Signature: _____ Date: _____

State Technical Lead (SRC, SCE, Other)

Signature: _____ Date: _____

Check One	Recommendation
<input type="checkbox"/>	Not recommended for planning funding
<input type="checkbox"/>	Accepted and recommended for Planning Funding

State Conservationist

Signature: _____ Date: _____

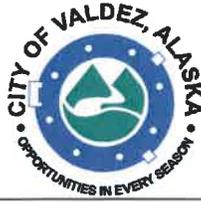
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Appendix A. Sponsor Letter of Request

DRAFT



February 8, 2022

Mr. Alan McBee
State Conservationist
Natural Resources Conservation Service
800 E Palmer-Wasilla Hwy
Suite 100
Palmer, AK 99645

Dear Mr. McBee:

We request NRCS Watershed Program planning assistance for a potential Public Law (PL) 566 project in Valdez, Alaska HUC 10 #19020201 Eastern Prince William Sound. The project would make repairs and improvements to the existing 3000' long, armored roadway bank that is presently protecting our municipal landfill from erosion from the Valdez Glacier Stream. Ideally the project would address future migration of the river towards the landfill upstream of our armored bank. The city of Valdez has been fighting erosion issues along this area of the Glacier Stream for the past 21 years. If the river was to enter into the landfill the damage would be catastrophic. Flood waters would carry out over 40 years of buried garbage downstream into the bay.

We are a local government with a legal interest in or responsibility for the watershed project proposed. We understand, as sponsors of a PL 566 planning effort, that our responsibilities will include:

- Assisting in the locally led planning effort,
- Contributing a share of the project costs, as determined by NRCS, by providing funds or eligible services necessary to undertake the activity,
- Before being credited with the value of any in-kind contributions for in-kind services and/or acquisition of land rights, Sponsor will sign a Memorandum of Understanding (MOU) with NRCS,
- Obtaining any necessary real property rights, by eminent domain, if necessary,
- Obtaining any needed water rights, and regulatory permits at the Sponsor's cost,
- Agreeing to provide for any required operation and maintenance of the completed measures.

We look forward to working with NRCS staff to complete a Preliminary Investigation Feasibility Report (PIFR) to provide reasonable assurance that a potential watershed project can be



developed that addresses a PL 566 purpose and that there are no apparent insurmountable obstacles to the completion of that project.

The names, addresses, and telephone numbers of the administrative and technical contact persons in our organization are as follows:

Scott Benda, Senior Project Manager, sbenda@valdezak.gov, 907-835-5478 x4

Bruce Wall, Flood Plain Manager, bwall@valdezak.gov, 907-834-3451

Nate Duval, Capital Facilities Director/Assistant City Manager, nduval@valdezak.gov, 907-835-5478 x1

Rob Comstock, Public Works Director, rcomstock@valdezak.gov, 907-835-4473

Mark Detter, City Manager, mdetter@valdezak.gov, 907-834-3466

Please contact them for any additional information that you might need in assessing our request.

Sincerely,

Scott Benda, Senior Project Manager

Attached: Valdez Glacier Stream watershed delineated boundary map.



City of
Valdez



0 2.5 5 Miles

Valdez Glacier Stream Watershed

Date: 2/8/2022



Appendix B. Preliminary Environmental Evaluation (CPA-52)

DRAFT

U.S. Department of Agriculture Natural Resources Conservation Service		NRCS-CPA-52 11/2019		A. Client Name: City of Valdez					
ENVIRONMENTAL EVALUATION WORKSHEET		B. Conservation Plan ID # (as applicable):							
		Program Authority (optional): PL-566							
D. Client's Objective(s) (purpose): See Section 5 (Proposed Project Purpose and Need Statement) in the associated PIFR.		C. Identification # (farm, tract, field #, etc. as required): Valdez Glacier Stream Subwatershed (190202010805)							
E. Need for Action: See Section 5 (Proposed Project Purpose and Need Statement) in the associated PIFR.	H. Alternatives								
	No Action <input type="checkbox"/> if RMS		Alternative 2 <input type="checkbox"/> if RMS		Alternative 3 <input type="checkbox"/> if RMS		Alternative 4		
Alternative 1 – No Federal Action No federally funded project measures implemented.		Alternative 2 – Structural Construct 1.8 miles and rehabilitate 0.6 miles of revetment along Valdez Glacier Stream to set flood water bounds and stabilize the west riverbank.		Alternative 3 – Non-structural Relocate the Valdez landfill.		Alternative 4 – Removal of Monetary and Regulatory Constraints None identified.			
Resource Concerns									
In Section "F" below, analyze, record, and address concerns identified through the Resources Inventory process. (See FTG Section III - Resource Planning Criteria for guidance).									
F. Resource Concerns and Existing/ Benchmark Conditions (Analyze and record the existing/benchmark conditions for each identified concern)		I. Effects of Alternatives							
		No Action		Alternative 2		Alternative 3		Alternative 4	
		Amount, Status, Description (Document both short and long term impacts)		Amount, Status, Description (Document both short and long term impacts)		Amount, Status, Description (Document both short and long term impacts)		Amount, Status, Description (Document both short and long term impacts)	
		<input type="checkbox"/> if does NOT meet PC		<input type="checkbox"/> if does NOT meet PC		<input type="checkbox"/> if does NOT meet PC		<input type="checkbox"/> if does NOT meet PC	
SOIL									
Bank erosion from streams, shorelines or water conveyance channels The streambank is eroding toward Haul Road, private gravel pits, and the Valdez landfill, construction, and demolition pits due to spring and fall flooding outbursts.		Erosion will continue to migrate westward towards Haul Road, private gravel pits and the Valdez landfill, construction, and demolition pit. <input type="checkbox"/> NOT meet PC		Streambank erosion along Haul Road would be halted. <input type="checkbox"/> NOT meet PC		Streambank erosion would continue to migrate westward towards Haul Road and private gravel pits. <input type="checkbox"/> NOT meet PC		<input type="checkbox"/> NOT meet PC	
Concentration of salts or other chemicals Chemicals associated with municipal and construction waste are disposed of at the Valdez landfill, construction, and demolition pit.		Various chemicals wasted at the landfill are separated by a liner system. If the liner system becomes compromised by erosion, chemicals would have potential of being released into adjacent soils once outburst flows ended and the stream bed becomes dry. <input type="checkbox"/> NOT meet PC		The risk of soil contamination from erosion damage to the landfill liner would be eliminated. <input type="checkbox"/> NOT meet PC		The risk of soil contamination from erosion damage to the landfill liner would be eliminated. <input type="checkbox"/> NOT meet PC		<input type="checkbox"/> NOT meet PC	
WATER									
Sediment transported to surface water Heavy sediment loads are naturally occurring during spring and fall flooding outbursts. Streambank sediment loads are transported into surface water.		Erosion would continue to migrate westward towards Haul Road, private gravel pits and the Valdez landfill, construction, and demolition pit. Flooding outbursts will continue to transport sediment to surface waters. <input type="checkbox"/> NOT meet PC		Streambank erosion along Haul Road and the resulting sedimentation would be halted. <input type="checkbox"/> NOT meet PC		Streambank erosion would continue to migrate westward towards Haul Road and private gravel pits. Flooding outbursts would continue to transport sediment to surface waters. <input type="checkbox"/> NOT meet PC		<input type="checkbox"/> NOT meet PC	
Petroleum, heavy metals, and other pollutants transported to surface water Pollutants from the landfill may be transported to surface waters if inundated or exposed by flood waters.		Landfill, construction, and demolition pit flooding could introduce pollutants to surface waters. <input type="checkbox"/> NOT meet PC		Erosion into the landfill would be halted and waste would not be mobilized into surface waters. <input type="checkbox"/> NOT meet PC		The risk of surface water contamination from flooding of the landfill would be eliminated. <input type="checkbox"/> NOT meet PC		<input type="checkbox"/> NOT meet PC	
F. Resource Concerns and Existing/ Benchmark Conditions (Analyze and record the existing/benchmark conditions for each identified concern)		I. (continued)							
		No Action		Alternative 1		Alternative 2		Alternative 3	
		Amount, Status, Description (Document both short and long term impacts)		Amount, Status, Description (Document both short and long term impacts)		Amount, Status, Description (Document both short and long term impacts)		Amount, Status, Description (Document both short and long term impacts)	
		<input type="checkbox"/> if does NOT meet PC		<input type="checkbox"/> if does NOT meet PC		<input type="checkbox"/> if does NOT meet PC		<input type="checkbox"/> if does NOT meet PC	
AIR									
No resource concerns identified.		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
PLANTS									
No resource concern identified		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

ANIMALS								
Aquatic habitat for fish and other organisms	Erosion from flooding outbursts would continue to move westward to the Valdez landfill, construction, and demolition pit. Municipal and construction waste may be exposed and transported to aquatic habitat.	<input type="checkbox"/>	Streambank erosion towards Haul Road, the Valdez landfill, construction, and demolition pits would be halted. Soils would no longer be at risk of eroding or transporting municipal and construction waste to Port Valdez where it could impact aquatic habitats.	<input type="checkbox"/>	Streambank erosion from flooding outbursts would continue to move westward to Haul Road and the private gravel pits. However, the risk of municipal and construction waste exposure and transport to aquatic habitat would be mitigated.	<input type="checkbox"/>	<input type="checkbox"/>	
Port Valdez supports numerous fish and wildlife species, including anadromous fish and waterbirds. Municipal and construction waste from Valdez landfill, construction, and demolition pit could impact fish and wildlife habitat if flooding outbursts were to erode into these facilities.		NOT meet PC		NOT meet PC		NOT meet PC	NOT meet PC	
ENERGY								
No resource concern identified.		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
Human Economic and Social Considerations								
Risk	Erosion from flood water outbursts will continue to migrate and put the community operations and livelihood at risk.		Streambank erosion towards Haul Road, the Valdez landfill, construction, and demolition pits would be halted. Infrastructure operations would no longer be threatened by stream migration. Haul Road access would remain in tact.		Streambank erosion from flooding outbursts would continue to move westward to Haul Road and the private gravel pits. However, the Valdez landfill, construction, and demolition pit operations would no longer be threatened by stream migration.			
The Valdez Glacier Stream is migrating west and threatening Haul Road, private gravel pits, and the Valdez landfill, construction, and demolition pit. The community is dependent on this infrastructure as part of community operations and livelihood. Haul Road also provides an access alternative to Valdez Glacier Lake.								
Public Health and Safety	Streambank erosion from flood water outbursts would continue to move westward undermining Haul Road making it unsafe to travel. Flooding and exposure of the Valdez landfill, construction, and demolition pit poses risk to public health and safety as pollutants are exposed and transported to water. Public health and safety will be compromised if the landfill, construction, and demolition pit are inaccessible or rendered unusable.		Streambank erosion towards Haul Road, the Valdez landfill, construction, and demolition pits would be halted. Public health and safety concerns related to access, proper sanitation and waste management are mitigated.		Streambank erosion from flood water outbursts would continue to move westward undermining Haul Road and making it unsafe to travel. Public access, health and safety would no longer be compromised with construction of a new landfill and relocation of the old landfill waste.			
The community is dependent on Haul Road, private gravel pits, and the Valdez landfill, construction, and demolition pit to help maintain public health and safety through proper sanitation and waste management. Haul Road provides access for residents and waste haulers.								
Capital	Capital requirements will increase due to infrastructure damage or loss. Haul Road, private gravel pits and the Valdez landfill, construction, and demolition pit are at risk for damage and loss from flood water outbursts. Community livelihood and opportunities are at risk if these features are rendered unusable or water becomes contaminated from landfill, construction, and demolition pit flooding.		Streambank erosion towards Haul Road, the Valdez landfill, construction, and demolition pits would be halted. Capital requirements would decrease. Community livelihood and opportunities are protected.		Capital requirements would increase for Haul Road due to continued streambank erosion. Risk to community livelihood and opportunities are mitigated with a new sanitation facility that is no longer threatened to be inaccessible or unusable. The risk of water contamination from municipal and construction waste exposure would be mitigated.			
Haul Road, private gravel pits, and the Valdez landfill, construction, and demolition pit are important features for the community. These features have been developed to help manage community sanitation needs, maintenance, and improvements.								
Special Environmental Concerns: Environmental Laws, Executive Orders, policies, etc.								
In Section "G" complete and attach Environmental Procedures Guide Sheets for documentation as applicable. Items with a "*" may require a federal permit or consultation/coordination between the lead agency and another government agency. In these cases, effects may need to be determined in consultation with another agency. Planning and practice implementation may proceed for practices not involved in consultation.								
G. Special Environmental Concerns (Document existing/ benchmark conditions)	J. Impacts to Special Environmental Concerns							
	No Action		Alternative 2		Alternative 3		Alternative 4	
	Document all impacts (Attach Guide Sheets as applicable)	√ if needs further action	Document all impacts (Attach Guide Sheets as applicable)	√ if needs further action	Document all impacts (Attach Guide Sheets as applicable)	√ if needs further action	Document all impacts (Attach Guide Sheets as applicable)	√ if needs further action
•Clean Air Act Guide Sheet	No Effect	<input type="checkbox"/>	May Affect Temporary emissions during construction; conservation measures would reduce impacts.	<input type="checkbox"/>	May Affect Temporary emissions during construction; conservation measures would reduce impacts.	<input type="checkbox"/>		<input type="checkbox"/>
The Chugach Census Area is not designated as a non-attainment area for any criteria pollutants. Temporary emissions may occur during project implementation. City staff report asbestos as being present in the construction and demolition pit.								
•Clean Water Act / Waters of the U.S. Guide Sheet	No Effect	<input type="checkbox"/>	May Affect Section 404 permitting would likely be required for construction of rock revetment. Streambank erosion along Haul Road would be halted and waste would not discharge into the stream.	<input checked="" type="checkbox"/>	No Effect Relocation of the landfill is not likely to impact wetlands.	<input type="checkbox"/>		<input type="checkbox"/>
The Valdez Glacier Stream and the adjacent wetlands are likely jurisdictional waters of the U.S.								
•Coastal Zone Management Guide Sheet	NA	<input type="checkbox"/>	NA	<input type="checkbox"/>	NA	<input type="checkbox"/>		<input type="checkbox"/>
Do not occur within the watershed area.								
Coral Reefs Guide Sheet	NA	<input type="checkbox"/>	NA	<input type="checkbox"/>	NA	<input type="checkbox"/>		<input type="checkbox"/>
Do not occur within the watershed area.								

<p>●Cultural Resources / Historic Properties Guide Sheet No known sites located within the watershed area. Surveys may identify resources.</p>	<p>May Affect Streambank erosion would continue to move westward and could undermine cultural resources if they occur.</p>	<input type="checkbox"/>	<p>May Affect Cultural resources are unlikely to occur within the active channel where revetment would be constructed.</p>	<input checked="" type="checkbox"/>	<p>May Affect Streambank erosion would continue to move westward and could undermine cultural resources if they occur. Construction of a new landfill could affect cultural resources if they occur. Consultation would be completed in accordance with relevant regulations.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>●Endangered and Threatened Species Guide Sheet The Short-tailed Albatross (<i>Phoebastria (=Diomedea) albatrus</i>) could range in the area. There are no critical habitats within the watershed.</p>	<p>May Affect Erosion from flooding outbursts would continue to move westward to the Valdez landfill, construction, and demolition pit. Municipal and construction waste may be exposed and transported to aquatic habitat.</p>	<input type="checkbox"/>	<p>May Affect Streambank erosion towards Haul Road, the Valdez landfill, construction, and demolition pits would be halted. These public facilities would no longer be at risk of eroding or transporting municipal and construction waste to Port Valdez where it could impact aquatic habitats. Since all potential impacts are undetermined at this stage of the planning process, consultation would be completed in accordance with relevant regulations.</p>	<input checked="" type="checkbox"/>	<p>May Affect Potential impacts are undetermined at this stage of the planning process. Consultation would be completed in accordance with relevant regulations.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Environmental Justice Guide Sheet The watershed area is within a Census tract that is identified as partially disadvantaged (CEQ 2023). The project is intended to benefit the affected minority and low-income population in Valdez.</p>	<p>May Affect Partially disadvantaged community members may be adversely impacted by flooding outbursts.</p>	<input type="checkbox"/>	<p>May Affect Streambank erosion towards Haul Road, the Valdez landfill, construction, and demolition pits would be halted. The partially disadvantaged community members would benefit.</p>	<input type="checkbox"/>	<p>May Affect The construction of a new landfill and relocation of old landfill waste is intended to benefit partially disadvantaged community members.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>●Essential Fish Habitat Guide Sheet Essential fish habitat occurs immediately downstream of the watershed, in Port Valdez where the Valdez Glacier Stream outlets (NOAA 2023). Project activities are not anticipated to occur within the mapped habitat, yet habitat could be affected by Valdez Glacier Stream flood outbursts.</p>	<p>May Affect Erosion from flooding outbursts would continue to move westward to the Valdez landfill, construction, and demolition pit. Municipal and construction waste may be exposed and transported to essential fish habitats in Port Valdez.</p>	<input type="checkbox"/>	<p>May Affect Streambank erosion towards the Valdez landfill, construction, and demolition pits would be halted. Municipal and construction waste would no longer be at risk for exposure or transport to essential fish habitats in Port Valdez. Since all potential impacts are undetermined at this stage of the planning process, consultation with the State Biologist is required.</p>	<input checked="" type="checkbox"/>	<p>May Affect The construction of a new landfill and relocation of old landfill waste removes the threat of contaminant transport to essential fish habitat in Port Valdez.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Floodplain Management Guide Sheet The watershed is mapped by the Federal Emergency Management Administration as Flood Zones A, AE, and X (FEMA 2023).</p>	<p>May Affect Outburst flooding has resulted in a channel change and flowed into gravel pits on the west side of the floodplain adjacent to the Valdez landfill (USACOE 2007). Erosion from flooding outbursts would continue to move westward to the Haul Road, private gravel pits and the Valdez landfill, construction, and demolition pit.</p>	<input type="checkbox"/>	<p>May Affect Streambank erosion towards the Valdez landfill, construction, and demolition pits would be halted. Outburst flooding may still overtop the rock revetment and temporarily pond in private gravel pits and the Valdez landfill, construction, and demolition pit.</p>	<input type="checkbox"/>	<p>May Affect The construction of a new landfill and relocation of old landfill waste removes the threat of contaminate transport through flooding outbursts.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Invasive Species Guide Sheet Invasive species are not known to occur within the Valdez community or watershed study area.</p>	<p>No Effect</p>	<input type="checkbox"/>	<p>No Effect</p>	<input type="checkbox"/>	<p>No Effect</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>●Migratory Birds/Bald and Golden Eagle Protection Act Guide Sheet Migratory birds, including eagles, occur within the watershed area and in or around Valdez. During the sponsor kickoff meeting held on July 20, 2023, City staff reported seeing eagle nests along the Valdez Glacier Stream.</p>	<p>No Effect</p>	<input type="checkbox"/>	<p>May Affect Potential impacts are undetermined at this stage of the planning process, but rock revetment could impact migratory birds if they occur in the area. Consultation would be completed in accordance with relevant regulations.</p>	<input checked="" type="checkbox"/>	<p>May Affect Potential impacts are undetermined at this stage of the planning process, but relocation of the landfill could impact migratory birds if they occur in the area. Consultation would be completed in accordance with relevant regulations.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Natural Areas Guide Sheet There are no identified natural areas within the watershed area.</p>	<p>No Effect</p>	<input type="checkbox"/>	<p>No Effect</p>	<input type="checkbox"/>	<p>No Effect</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Prime and Unique Farmlands Guide Sheet There are no classified farmlands within the watershed area (NRCS 2023).</p>	<p>NA</p>	<input type="checkbox"/>	<p>NA</p>	<input type="checkbox"/>	<p>NA</p>	<input type="checkbox"/>	<input type="checkbox"/>

Riparian Area <i>Guide Sheet</i> The riparian area associated with the Valdez Glacier Stream is eroding.	May Affect The riparian area would continue to be impacted by erosion.	<input type="checkbox"/>	May Affect Rock revetment would temporarily impact riparian areas along the streambank edge during construction. Once installed, the revetment will protect the streambank from erosion and allow for the re-establishment of the riparian area.	<input type="checkbox"/>	May Affect The riparian area would continue to be impacted by erosion.	<input type="checkbox"/>		<input type="checkbox"/>
Scenic Beauty <i>Guide Sheet</i> The project site has been developed with roads, gravel pits, and landfill which creates a visual contrast with the natural landscape. Other rock revetment and spur dikes exist in the area.	No Effect	<input type="checkbox"/>	No Effect The new rock revetment will be a continuation of rock revetment and spur dikes that already exist in the area.	<input type="checkbox"/>	No Effect	<input type="checkbox"/>		<input type="checkbox"/>
Wetlands <i>Guide Sheet</i> Wetlands are mapped within the watershed near the confluence of Valdez Glacier Stream and Valdez Bay.	No Effect	<input type="checkbox"/>	May Affect Rock revetment would be installed within the active river channel where wetlands are not mapped. However, since all potential impacts are undetermined at this stage of the planning process, consultation would be completed in accordance with relevant regulations.	<input checked="" type="checkbox"/>	May Affect Impacts to wetlands from the construction of a new landfill and relocation of old landfill waste is unknown at this stage of the planning process.	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Wild and Scenic Rivers <i>Guide Sheet</i> There are no wild and scenic rivers or Nationwide Rivers Inventory segments within or downstream of the watershed area.	NA	<input type="checkbox"/>	NA	<input type="checkbox"/>	NA	<input type="checkbox"/>		<input type="checkbox"/>
K. Other Agencies and Broad Public Concerns	No Action		Alternative 2		Alternative 3		Alternative 4	
Easements, Permissions, Public Review, or Permits Required and Agencies Consulted.	None		Clean Water Act permitting would likely be required.		Authorization for relocation of the landfill would be required.			
Cumulative Effects Narrative (Describe the cumulative impacts considered, including past, present and known future actions regardless of who performed the actions)	Undetermined at this stage of the planning process.		Undetermined at this stage of the planning process.		Undetermined at this stage of the planning process.			
L. Mitigation (Record actions to avoid, minimize, and compensate)	NA		Undetermined at this stage of the planning process.		Undetermined at this stage of the planning process.			
M. Preferred Alternative	✓ preferred alternative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Supporting reason							
N. Context (Record context of alternatives analysis)								
The significance of an action must be analyzed in several contexts such as society as a whole (human, national), the affected region, the affected interests, and the locality.								
O. To the best of my knowledge, the data shown on this form is accurate and complete: In the case where a non-NRCS person (e.g. a TSP) assists with planning they are to sign the first signature block and then NRCS is to sign the second block to verify the information's accuracy.								
<i>Jared Barton</i>			Environmental Lead		9/21/2023			
Signature (TSP if applicable)			Title		Date			
Signature (NRCS)			Title		Date			
If preferred alternative is not a federal action where NRCS has control or responsibility and this NRCS-CPA-52 is shared with someone other than the client then indicate to whom this is being provided.								
The following sections are to be completed by the Responsible Federal Official (RFO)								
NRCS is the RFO if the action is subject to NRCS control and responsibility (e.g., actions financed, funded, assisted, conducted, regulated, or approved by NRCS). These actions do not include situations in which NRCS is only providing technical assistance because NRCS cannot control what the client ultimately does with that assistance and situations where NRCS is making a technical determination (such as Farm Bill HEL or wetland determinations) not associated with the planning process.								

P. Determination of Significance or Extraordinary Circumstances

To answer the questions below, consider the severity (intensity) of impacts in the contexts identified above. Impacts may be both beneficial and adverse. A significant effect may exist even if the Federal agency believes that on balance the effect will be beneficial. Significance cannot be avoided by terming an action temporary or by breaking it down into small component parts.

If you answer ANY of the below questions "yes" then contact the State Environmental Liaison as there may be extraordinary circumstances and significance issues to consider and a site specific NEPA analysis may be required.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	• Is the preferred alternative expected to cause significant effects on public health or safety?
<input type="checkbox"/>	<input type="checkbox"/>	• Is the preferred alternative expected to significantly affect unique characteristics of the geographic area such as proximity to historic or cultural resources, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas?
<input type="checkbox"/>	<input type="checkbox"/>	• Are the effects of the preferred alternative on the quality of the human environment likely to be highly controversial?
<input type="checkbox"/>	<input type="checkbox"/>	• Does the preferred alternative have highly uncertain effects or involve unique or unknown risks on the human environment?
<input type="checkbox"/>	<input type="checkbox"/>	• Does the preferred alternative establish a precedent for future actions with significant impacts or represent a decision in principle about a future consideration?
<input type="checkbox"/>	<input type="checkbox"/>	• Is the preferred alternative known or reasonably expected to have potentially significant environment impacts to the quality of the human environment either individually or cumulatively over time?
<input type="checkbox"/>	<input type="checkbox"/>	• Will the preferred alternative likely have a significant adverse effect on ANY of the special environmental concerns? Use the Evaluation Procedure Guide Sheets to assist in this determination. This includes, but is not limited to, concerns such as cultural or historical resources, endangered and threatened species, environmental justice, wetlands, floodplains, coastal zones, coral reefs, essential fish habitat, wild and scenic rivers, clean air, riparian areas, natural areas, and invasive species.
<input type="checkbox"/>	<input type="checkbox"/>	• Will the preferred alternative threaten a violation of Federal, State, or local law or requirements for the protection of the environment?

Q. NEPA Compliance Finding (check one)

The preferred alternative:	Action required
<input type="checkbox"/> 1) is not a federal action where the agency has control or responsibility.	Document in "R.1" below. No additional analysis is required
<input type="checkbox"/> 2) is a federal action ALL of which is categorically excluded from further environmental analysis AND there are no extraordinary circumstances as identified in Section "P" .	Document in "R.2" below. No additional analysis is required
<input type="checkbox"/> 3) is a federal action that has been sufficiently analyzed in an existing Agency state, regional, or national NEPA document and there are no predicted <u>significant adverse environmental effects or extraordinary circumstances</u> .	Document in "R.1" below. No additional analysis is required.
<input type="checkbox"/> 4) is a federal action that has been sufficiently analyzed in another Federal agency's NEPA document (EA or EIS) that addresses the proposed NRCS action and its' effects and has been formally adopted by NRCS . NRCS is required to prepare and publish its own Finding of No Significant Impact for an EA or Record of Decision for an EIS when adopting another agency's EA or EIS document. (Note: This box is not applicable to FSA)	Contact the State Environmental Liaison for list of NEPA documents formally adopted and available for tiering. Document in "R.1" below. No additional analysis is required
<input type="checkbox"/> 5) is a federal action that has NOT been sufficiently analyzed or may involve predicted significant adverse environmental effects or extraordinary circumstances and may require an EA or EIS.	Contact the State Environmental Liaison. Further NEPA analysis required.

R. Rationale Supporting the Finding

R.1 Findings Documentation	
R.2 Applicable Categorical Exclusion(s) (more than one may apply)	
7 CFR Part 650 Compliance With NEPA, subpart 650.6 Categorical Exclusions states prior to determining that a proposed action is categorically excluded under paragraph (d) of this section, the proposed action must meet six sidebar criteria. See NECH 610.116.	

I have considered the effects of the alternatives on the Resource Concerns, Economic and Social Considerations, Special Environmental Concerns, and Extraordinary Circumstances as defined by Agency regulation and policy and based on that made the finding indicated above.

S. Signature of Responsible Federal Official:

Signature Title Date

Appendix C. WS-4 – PIFR Sponsor Declaration Form

DRAFT

Exhibit B – Sponsor Declaration Form

**Preliminary Investigation – Feasibility Report
Sponsor Authority and Role Declaration Checklist**

Version 2021.0716

State: _____ County: _____ Watershed: _____

Project Name: _____

Sponsor's Name:			
Sponsor's Mailing Address:			
Contact Name:		Phone:	
Title:		Email:	
Sponsor Website:			

Description of the existing condition in the watershed that would be addressed through a Watershed Flood Prevention Operations program project.

Potential benefits of a Watershed Flood Prevention Operations program project.

**Preliminary Investigation – Feasibility Report
Sponsor Authority and Role Declaration Checklist**

Version 2021.0716

State: _____ County: _____ Watershed: _____

Project Name: _____

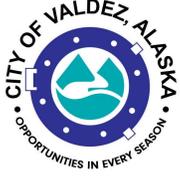
SPONSOR WILL:

- Assist in the locally led planning effort: YES _____ NO _____
- Obtain needed land rights including the use of power of eminent domain, if necessary: YES _____ NO _____
- Provide local cost-share funds and/or in-kind services to provide the required portion of total project costs: YES _____ NO _____
- Provide Funds for continuing Operation and Maintenance actions: YES _____ NO _____
- Obtain required permits and approvals at Sponsor cost: YES _____ NO _____
- Provide leadership to help ensure adequate conservation land treatment measures are maintained on at least 50% of the watershed area above retention reservoirs: N/A _____ YES _____ NO _____
- Before being credited with the value of any in-kind contribution for any in-kind services and/or acquisition of land rights, Sponsor will sign a Memorandum of Understanding (MOU) with NRCS: YES _____ NO _____

Authorized Representative of Sponsor

Name (printed): _____ Title: _____

Signature: _____ Date: _____



Legislation Text

File #: RES 24-0002, **Version:** 1

ITEM TITLE:

#24-02 - Amending the 2024 Budget by Transferring \$61,000 from Budget Variance Reserve to Public Safety Department Personnel Accounts

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: \$61,000
Unencumbered Balance: \$235,000
Funding Source: Budget Variance Reserve

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

This Budget Resolution is necessary to reflect the true costs of full employment for the City of Valdez.

This was an isolated incident where the true costs of full employment were not reflected in a department when the 2024 Budget was presented to the City Council. A process error related to reclassification in FTE Personnel and next steps with City Manager during the City Manager review resulted in additional personnel costs not being including in the 2024 Budget presented to City Council. Staff has taken steps to ensure clarity in the process.

Police Chief Bart Hinkle will be present to address any questions related to operations.

Current projection in 2024 Adopted Budget

<u>Category</u>	<u>Amount</u>	<u>\$ Change</u>	<u>% Change</u>
FTE Payroll	\$1,429,870	\$33,384	2.4%

Actual projected costs of full employment

<u>Category</u>	<u>Amount</u>	<u>\$ Change</u>	<u>% Change</u>
FTE Payroll	\$1,490,870	\$94,384	6.8%

CITY OF VALDEZ, ALASKA

RESOLUTION #24-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ AMENDING THE 2024 CITY BUDGET BY TRANSFERRING \$61,000 FROM BUDGET VARIANCE RESERVE TO PUBLIC SAFETY DEPARTMENT PERSONNEL ACCOUNTS

WHEREAS, during the 2024 Budget City Manager review process costs associated with Full-Time-Equivalent (FTE) Personnel were omitted from official requests in the 2024 Budget; and

WHEREAS, The City Council has directed staff to budget for full employment; and

WHEREAS, Council has established a Budget Variance Reserve as a funding source for various operating costs that are unbudgeted; and

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

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

Section 1. Public Safety Salaries and Wages 001.3150.41100 is increased by \$47,000.

Section 2. Public Safety Benefits 001.3150.41300 is increased by \$14,000.

Section 3. Budget Variance Reserve 350.0350.55000 is decreased by \$61,000.

Section 4. Transfer to General Fund 350.0050.49100 is increased by \$61,000.

Section 5. Transfer from Reserve Fund 001.0050.39140 is increased by \$61,000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 16th day of January, 2024.

City of Valdez, Alaska

Sharon Scheidt, Mayor

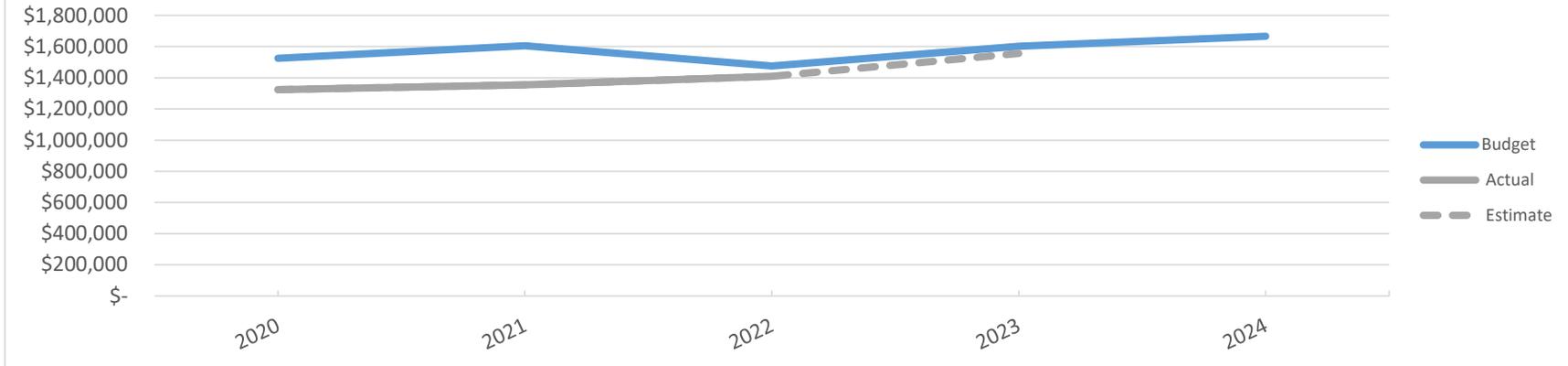
ATTEST:

Sheri L. Pierce, MMC, City Clerk

2024 Budget as Adopted December 12, 2023

PUBLIC SAFETY

Adopted Budget vs Actual



Revenues	Actual Revenue			Estimate	Adopted Budget	
	2020	2021	2022	2023	2023	2024
Public Safety	(397,750)	(388,000)	(490,929)	(598,858)	(598,858)	(598,858)

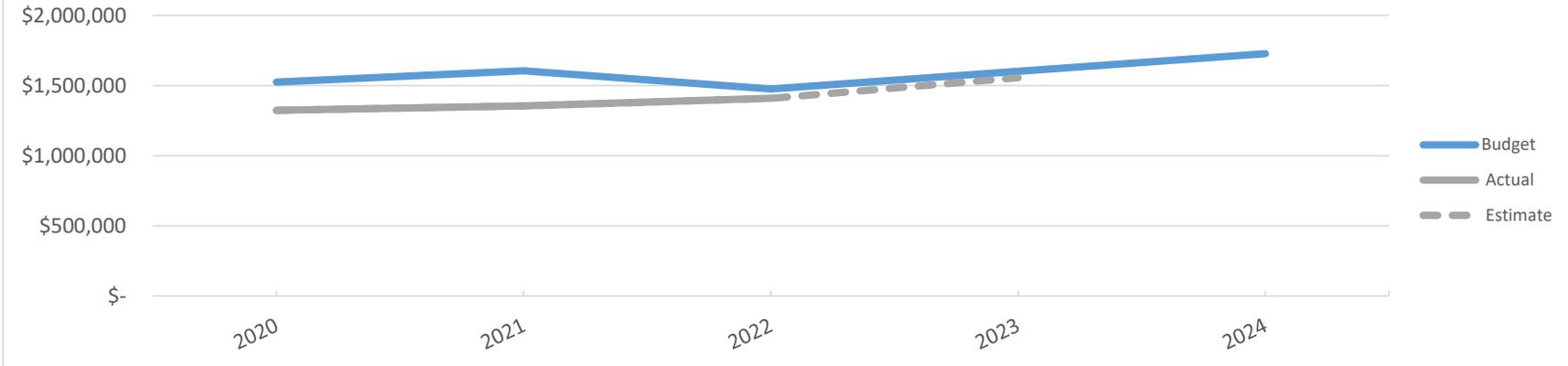
- Over 3% ▶
- 0-3% ▬
- Below 0% ✔

Expenses	Actual Expenditure			Estimate	Adopted Budget		2023 to 2024 Budget Changes	
	2020	2021	2022	2023	2023	2024	Dollar Change	Percent Change
FTE Payroll	1,186,923	1,201,620	1,243,266	1,357,519	1,396,486	1,429,870	33,384	2.4%
Other Personnel	86,400	102,257	122,318	147,254	148,063	180,230	32,167 ▶	21.7%
Other Operating	39,065	39,015	33,160	40,236	44,450	44,326	(124) ✔	-0.3%
Contracts	11,245	12,152	10,708	11,100	13,450	11,945	(1,505) ✔	-11.2%
Grand Total	1,323,633	1,355,043	1,409,452	1,556,109	1,602,449	1,666,371	63,922 ▶	4.0%

2024 Budget - Revised for full-employment

PUBLIC SAFETY

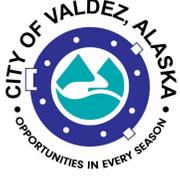
Adopted Budget vs Actual



Revenues	Actual Revenue			Estimate	Adopted Budget	
	2020	2021	2022	2023	2023	2024
Public Safety	(397,750)	(388,000)	(490,929)	(598,858)	(598,858)	(598,858)

- Over 3% ▶
- 0-3% ▬
- Below 0% ✔

Expenses	Actual Expenditure			Estimate	Adopted Budget		2023 to 2024 Budget Changes	
	2020	2021	2022	2023	2023	2024	Dollar Change	Percent Change
FTE Payroll	1,186,923	1,201,620	1,243,266	1,357,519	1,396,486	1,490,870	94,384	▶ 6.8%
Other Personnel	86,400	102,257	122,318	147,254	148,063	180,230	32,167	▶ 21.7%
Other Operating	39,065	39,015	33,160	40,236	44,450	44,326	(124)	✔ -0.3%
Contracts	11,245	12,152	10,708	11,100	13,450	11,945	(1,505)	✔ -11.2%
Grand Total	1,323,633	1,355,043	1,409,452	1,556,109	1,602,449	1,727,371	124,922	▶ 7.8%



Legislation Text

File #: 24-0028, **Version:** 1

ITEM TITLE:

Monthly Treasury Report: November, 2023

SUBMITTED BY: Casey Dschaak, Budget and Financial Analyst

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

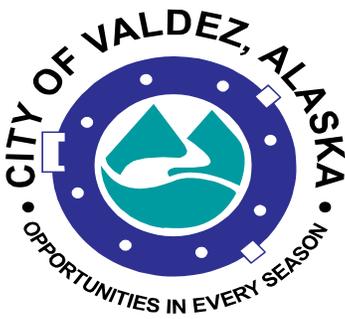
Funding Source: n/a

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Monthly treasury report per Municipal Code



Monthly Treasury Report

Period Ending: **November 30, 2023**

Prepared By: *Casey Dschaak, Financial Analyst*

		<u>Begin</u> <u>Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>End</u> <u>Balance</u>	<u>Yield</u> <small>Notes</small>
Central Treasury		164,248,724	18,957,483	(24,712,318)	158,493,889	4.54%
Central Treasury	Principal	85,777,632	432,895	-	86,210,527	3.90%
Money Market	Wells Fargo	78,591,799	356,692	(6,490,000)	72,458,491	5.29%
Checking	Wells Fargo	(114,682)	16,510,132	(16,564,134)	(168,685)	0.00%
Payroll	Wells Fargo	(6,025)	1,657,765	(1,658,184)	(6,444)	0.00%
Sweep	Wells Fargo	1,681,696	8,037,410	(8,222,820)	1,496,286	5.23%
Restricted		9,492	26	(4,773)	4,745	0.00%
Debt Service	Principal	4,752	21	(4,773)	-	0.00%
Police	Wells Fargo	4,740	4	-	4,745	0.00%
Total		164,258,216	18,957,509	(24,717,091)	158,498,634	4.54%

