



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, October 21, 2025

7:00 PM

Council Chambers

Regular Meeting

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC BUSINESS FROM THE FLOOR

V. CONSENT AGENDA

1. [Approval of Amendment #1 to the Care Management Service Agreement with Personify Health](#)
2. [Approval of Exceptional Use Agreement for the Valdez Civic Center by Alyeska Pipeline Service Company](#)
3. [Approval To Go Into Executive Session Re: 1\) Discussion of Implications for City Revenues and Litigation Strategy Regarding Trans Alaska Pipeline System Ad Valorem Tax Issues; 2\) Discussion of Ongoing Escaped Property Legal Issues; 3\) Discussion of Local Regulation and Assessment of Oil Spill Prevention and Response Property](#)

VI. NEW BUSINESS

1. [Approval of FY2026 Community Jail Contract with the State of Alaska](#)
2. [Appointment to Parks and Recreation Commission to Serve a Three-year Term. Reconsideration Requested by Council Member Lally](#)
3. [Discussion: Disposal of Property Located 120-142 Egan Drive, Formerly Pipeline Club Property](#)

VII. ORDINANCES

1. [#25-12 - Authorizing an Amendment to the Zoning Map to Effect a Change to Tract C-1, ASLS 79-116, Plat 2002-13 to Heavy Industrial. Second Reading. Adoption.](#)
2. [#25-13 - Amending Chapter 8.20 of the Valdez Municipal Code Titled Nuisances. Second Reading. Adoption.](#)
3. [#25-14 - Amending Chapter 1.08 of the Valdez Municipal Code Titled General Penalty. Second Reading. Adoption.](#)

VIII. RESOLUTIONS

1. [#25-48 - Authorizing the City Clerk to Dispose of Certain City Records](#)
2. [#25-49 - Authorizing the Submission of a Grant Application to the ASPCA 2025 National Shelter Grant for Veterinary Care in the Amount of \\$61,000](#)
3. [#25-50 - Amending Rates and Fees for Animal Shelter Services Provided by the Valdez Animal Care And Control Department and Repealing Resolution 24-07 Formerly Setting Rates and Fees](#)

IX. REPORTS

1. [City Manager Report](#)

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 #: 25-0462, **Version:** 1

ITEM TITLE:

Approval of Amendment #1 to the Care Management Service Agreement with Personify Health

SUBMITTED BY: Rhea Cragun, HR Director

FISCAL NOTES:

Expenditure Required: na
Unencumbered Balance: na
Funding Source: na

RECOMMENDATION:

Approve amendment #1.

SUMMARY STATEMENT:

This amendment, effective as of September 16, 2025, reflects updates to the scope of services and reporting expectations outlined in the original agreement dated April 1, 2025. Specifically, the amendment clarifies that Personify Health is not conducting any pharmaceutical management services for the Client. This distinction ensures alignment with the Client's expectations and the services currently being delivered.

Additionally, the amendment introduces a new reporting provision under Appendix C. If utilization management services are selected in the fee table, Personify Health will provide semiannual electronic reports (with virtual review available upon request) detailing:

- Utilization review approvals and denials
- Turnaround times for utilization review

These updates are intended to enhance transparency and support oversight of case management and utilization review activities.

FIRST AMENDMENT TO THE CARE MANAGEMENT SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE CARE MANAGEMENT SERVICES AGREEMENT (the “**First Amendment**”), dated as of this 16th day of September 2025, is entered into by and between Personify Health Inc., Personify Health Holding Company, LLC, and its subsidiaries including Personify Health Solutions, LLC, MedCom Care Management, L.L.C. and Medical Rehabilitation Consultants (“**Provider**”), with a principal place of business located at 75 Fountain Street, Suite 400, Providence, RI 02903, and Valdez City & Valdez City Schools (“**Client**”) (collectively, the “**Parties**”) and relates to the Care Management Services Agreement entered into by and between Provider and Client, dated April 1, 2025, as amended (collectively, the “**Agreement**”).

WHEREAS, Provider and Client are desirous of amending the Agreement;

WHEREAS, the capitalized terms used in this First Amendment and not otherwise defined shall have the same meaning as set forth in the Agreement;

NOW, THEREFORE, in consideration of the Parties’ continued business relationship, foregoing premises and the mutual promises hereinafter contained, the sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. By adding the following to the last sentence of Section 1.1 of Appendix C: “Provider is not conducting any pharmaceutical management for Client.”
2. By adding the following to Appendix C:
3.6 **Reports**. If utilization management is selected in the fee table, the following reports will be provided electronically (virtual review available upon request) on a semiannual basis, as applicable, as it relates to case management and utilization review services for Sponsor: (a) utilization review approvals & denials, and (b) utilization review turnaround times.
3. Entire Agreement. The Agreement, as amended by this First Amendment, constitutes the entire understanding between the Parties relating to the subject matter hereof and is hereby ratified and confirmed by the Parties. Except as expressly amended by this First Amendment, the Agreement shall remain unchanged and shall be in full force and effect.

Signature Page Follows

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this First Amendment as of the date below.

PERSONIFY HEALTH SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

Date: _____

VALDEZ CITY

By: _____

Name: _____

Title: _____

Date: _____

VALDEZ CITY SCHOOLS

By: _____

Name: _____

Title: _____

Date: _____

October 7, 2025

To Whom It May Concern,

Subject: Explanation of Amendment to Care Management Services Agreement

We are writing to provide additional context regarding the attached First Amendment to the Care Management Services Agreement between Personify Health Solutions, LLC and Valdez City & Valdez City Schools.

This amendment, effective as of September 16, 2025, reflects updates to the scope of services and reporting expectations outlined in the original agreement dated April 1, 2025. Specifically, the amendment clarifies that Personify Health is not conducting any pharmaceutical management services for the Client. This distinction ensures alignment with the Client's expectations and the services currently being delivered.

Additionally, the amendment introduces a new reporting provision under Appendix C. If utilization management services are selected in the fee table, Personify Health will provide semiannual electronic reports (with virtual review available upon request) detailing:

- Utilization review approvals and denials
- Turnaround times for utilization review

These updates are intended to enhance transparency and support the Client's oversight of case management and utilization review activities.

We appreciate the continued partnership with Valdez City & Valdez City Schools and remain committed to delivering high-quality care management services. Should you have any questions regarding this amendment or its implications, please do not hesitate to reach out.

Sincerely,
Jenny Carr
Account Manager
Personify Health Solutions, LLC



Legislation Text

File #: 25-0463, **Version:** 1

ITEM TITLE:

Approval of Exceptional Use Agreement for the Valdez Civic Center by Alyeska Pipeline Service Company

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: na
Unencumbered Balance: na
Funding Source: na

RECOMMENDATION:

Administration recommends approval of the attached use agreement with Alyeska.

SUMMARY STATEMENT:

The City and Alyeska developed the attached Exceptional Use Agreement following the 1989 Exxon Valdez Oil Spill. The agreement spells out the manner in which Alyeska may use the building for emergency response and simulation drills. Special requirements must be met for security, etc.

The agreement contains an override clause whereby the city retains paramount authority to use the facility in the event of an emergency or if in the best interest of the city.

The term of this agreement is for three (3) years, expiring October 21, 2028.



**EXCEPTIONAL USE AGREEMENT FOR THE VALDEZ CIVIC CENTER
BY ALYESKA PIPELINE SERVICE COMPANY
FOR EMERGENCY RESPONSE OR SIMULATION DRILLS**

The City of Valdez (CITY), a municipal corporation, and Alyeska Pipeline Service Company (ALYESKA) acting as Agent for and on behalf of the Owners of the Trans-Alaska Pipeline System, (OWNERS) hereby enter into this Agreement (AGREEMENT) on October 21, 2025, whereby the CITY will from time-to-time make available to ALYESKA Ballrooms A, B, and C, the Conference Rooms A, B, and C or other as available at the Valdez Civic Center (CIVIC CENTER) for Emergency Response or Simulation Drills.

A. TERM

The term of this Agreement shall be three (3) years, effective as of October 21, 2025 and shall remain in full force and effect until October 21, 2028, unless terminated by either ALYESKA or the CITY. Either party may cancel this Agreement by giving sixty (60) days written notice to the other party, providing that the cancellation does not occur during the ninety (90) day use period as identified in section C.1. of this document.

All usage of the CIVIC CENTER will be subject to the following:

B. GENERAL GUIDELINES, RATES AND POLICIES

1. All usage of the CIVIC CENTER is subject to this Agreement and the CITY's current terms and conditions. A separate "APPLICATION FOR USE" will be completed and submitted to the CITY for each response or simulation episode. Current room rental rates and associated rates for related services and packages will be charged. An information packet showing current commercial rental rates, "package" rates, and special services fees is available on demand. Items or services not listed may be negotiated separately with CIVIC CENTER Director. Normal rental fees do not infer CIVIC CENTER responsibility to provide for specialized power source, communication or other unusual needs. Charges, if any, for actual use of the CIVIC CENTER under this agreement shall be invoiced monthly to either the owner company upon authorized request, or:

Alyeska Pipeline Service Company
P.O. Box 196606
Anchorage, AK 99519-6606
Attn: Accounts Payable, MS #503
Reference CONTRACT 104974, VA1042

2. All notices under this Agreement shall be sent by certified/registered mail to the parties at their respective addresses set forth below or by an acknowledged electronic transmitted message (e.g. facsimile). The addresses of the parties are as follows:

ALYESKA

Alyeska Pipeline Service Company
P.O. Box 196660, MS 530B
Anchorage, AK 99519-6660
Attn: Contracts Manager
Telephone No.: (907) 787-8015
Facsimile No.: (907) 787-8087

CITY

City of Valdez
Civic Center Manager
P.O. Box 307
Valdez, AK 99686
Telephone No.: (907) 835-4440
Facsimile No.: (907) 835-2472

3. During an Emergency Response, ALYESKA will provide at least one (1) security person in the main lobby at all times ALYESKA is on site at the CIVIC CENTER. Prior arrangements may be made for a bonded guard(s) to stay on site over and above normal usage hours to guard ALYESKA equipment only. Equipment security personnel are not authorized to allow any access or use of building by non-CIVIC CENTER staff. If security or other concerns negate non-ALYESKA entry or use of other areas of the building, ALYESKA will be charged full rental rates for those areas normally otherwise for rent. CIVIC CENTER does not provide security, secretarial, reception, or general labor to ALYESKA. Minimal reproduction equipment is available on a shared basis and will be charged at the current price per page.
4. ALYESKA will abide by all current CIVIC CENTER policies including, but not limited to, clean up and removal of all ALYESKA equipment or items at the termination of the event, and responsibility for restitution for any damage - over and above normal usage - caused by any ALYESKA employees or contractors. Under no circumstances are there to be any modifications to walls, floors, or equipment; or, are other systems to be attached to walls, floors or equipment without prior written CIVIC CENTER approval.
5. Under no circumstances are any hazardous materials to be stored in rented areas of the CIVIC CENTER. No storage is provided; if a room is used for set up or storage only, the full daily rental rate will be charged.
6. If twenty-four (24)-hour usage of the CIVIC CENTER is necessary, the following rules will apply:
- a. A memo from ALYESKA to the CIVIC CENTER Director requesting twenty-four (24) hour access for the specific dates, and notification of the name and number of the security company and contact person should be provided at least seven (7) working days prior to the event, if possible. CIVIC CENTER will make every effort to have staff on duty at all times requested. However, at no time is the building to be left without either CIVIC CENTER staff on duty or prior arrangements made for two security employees as noted below.
 - b. If CIVIC CENTER staff availability is limited, the hours from 12:00 a.m. (Midnight) through 8:00 a.m. may be covered by a minimum of two employees of a licensed and bonded security firm. If facility access is needed during the night hours, and CIVIC CENTER staff is not available, ALYESKA assumes responsibility for the safety and wellbeing of all private and public personnel and the CIVIC CENTER facility until CIVIC CENTER staff is on site. Prior arrangements must be made for minimum facility safety training of guards. This training is provided by the CIVIC CENTER staff and covers familiarization of the facility including fire alarms, access doors, etc. In the event no

CIVIC CENTER personnel is on duty, the security personnel may not allow access to the CIVIC CENTER to non-CIVIC CENTER personnel unless those security personnel on duty have received familiarization training from CIVIC CENTER staff.

7. ALYESKA, in cooperation with Copper Valley Telephone, may pre-wire in the CIVIC CENTER 100 pair cables for telephone and data circuits, which will be dedicated solely to ALYESKA during its occupancy of the CIVIC CENTER. As installed, the CITY may use these extra pair cables at other times, at the CITY's sole expense. ALYESKA alone may modify these extra pair cables. Installation or modification charges from Copper Valley Telephone will be the sole responsibility of ALYESKA. Should the CITY desire the added pair cables to be removed after ALYESKA occupancy, ALYESKA will be responsible for all costs related to such removal.
8. ALYESKA must provide the Civic Center with one contact person with authority to make final decisions. If separation of authority, then prior to the event, ALYESKA must provide an authorized contact, i.e., the person who has final responsibility for decisions regarding the following:
 - a. Set up for rooms/logistics
 - b. Technical set up and logistics
 - c. PR/media needs
 - d. Catering needs
 - e. Security
 - f. Billing/expenditure authority
9. CIVIC CENTER policies, rates and fees are revised as needed with final approval by the Valdez City Council. Copies of revisions will be sent to the ALYESKA VBU Contract Administrator for reference. ALYESKA will comply with the CIVIC CENTER policies, service fees and rental rates in effect at the time of use confirmation of the facility. If technical needs require a CIVIC CENTER staff person to be on site between midnight and 8:00 a.m., an additional hourly charge (at the current rate) will be assessed for each needed staff person hour. The rate of one third (1/3) of the daily rental rate per night will be charged for full facility use during the period of midnight to 8:00 a.m.
10. ALYESKA agrees to defend and indemnify the CITY for all costs pertaining to claims made against the CITY for any scheduled conventions, meetings, etc., for the CIVIC CENTER due to ALYESKA's use of the CIVIC CENTER.

C. EMERGENCY RESPONSE

1. ALYESKA acknowledges that during actual emergencies, the CITY shall have priority use of all CIVIC CENTER resources, which may include uses such as a public shelter and/or the CITY's own Emergency Operations Center (EOC). The CITY agrees to consider sharing CIVIC CENTER space with ALYESKA during actual emergencies inasmuch as practical depending on the situation. As Such, ALYESKA will plan for and drill to account for this priority.
2. Subject to the limitation set forth in paragraph 1, In the event of a major emergency response requiring use of the CIVIC CENTER, and no private business, agency, or the CITY has appropriate space for rent, the CITY will make available to ALYESKA the rooms indicated above for a maximum period of ninety (90) days. The CITY and CIVIC CENTER acknowledge the importance of providing necessary space and assistance during such an urgent and stressful

situation. As the primary function of the CIVIC CENTER is for community use and conventions, ALYESKA will make every effort to vacate the premises as soon as possible.

3. ALYESKA shall have the right to assign this Agreement, for emergency response in the Prince William Sound, adjacent coastal waters, and the Gulf of Alaska, to any owner, operator, or charterer of a tank vessel that lifts Alaska North Slope crude oil at the Alyeska Valdez Marine Terminal and/or delivers fuel oil to the Valdez Marine Terminal. During the period of an assignment the assignee shall replace ALYESKA in its Agreement rights and duties. Obligations incurred by ALYESKA prior to assignment shall not be extinguished by the assignment. Authority contacts as listed above must remain valid or appropriate replacements officially designated.
4. Only in an extreme case of continued difficulties with potential harm or damage to people, facilities, or the environment, will a time extension over three months (90 days) be granted.
5. The CITY retains the paramount authority to override this Agreement and retain the use of the CIVIC CENTER by the CITY or any other organization should the CITY deem this to be in the best interest of the CITY.
6. ALYESKA agrees to defend, hold harmless, and indemnify the CITY from any and all claims arising out of ALYESKA's, or any assignees, use of the CIVIC CENTER.

D. SIMULATION (DRILL) OF EMERGENCY RESPONSE

1. The CITY will provide the CIVIC CENTER only if available for the time period requested. The CIVIC CENTER Director will accommodate requests whenever possible, but previously scheduled events will not be canceled for a simulation drill. ALYESKA will strive to request space and services (or cancel same) in a timely manner.
2. All general guidelines, rates and policies as above noted will also apply to simulation drills.

THE PARTIES HAVE CAUSED THIS CONTRACT to be executed, in duplicate originals, by their respective authorized representatives, as of the date first written above.

DATED: _____

ALYESKA PIPELINE SERVICE COMPANY
Acting as Agent for and on behalf of the
Owners of the Trans-Alaska Pipeline

By: _____
Arthur Knolle
Senior Contracting Officer

DATED: _____

CITY OF VALDEZ

By: _____
Nate Duval
City Manager

DATED: _____

CITY OF VALDEZ

By: _____
Austin Love, Mayor Pro-Tempore

ATTEST:

By: _____ Dated: _____
Sheri L. Pierce, MMC, City Clerk

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

By: _____ Dated: _____
Jake W. Staser, City Attorney



Legislation Text

File #: 25-0461, **Version:** 1

ITEM TITLE:

Approval To Go Into Executive Session Re: 1) Discussion of Implications for City Revenues and Litigation Strategy Regarding Trans Alaska Pipeline System Ad Valorem Tax Issues; 2) Discussion of Ongoing Escaped Property Legal Issues; 3) Discussion of Local Regulation and Assessment of Oil Spill Prevention and Response Property

SUBMITTED BY: Jake Staser, City Attorney

FISCAL NOTES:

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

RECOMMENDATION:

Approve.

SUMMARY STATEMENT:

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 #: 25-0464, **Version:** 1

ITEM TITLE:

Approval of FY2026 Community Jail Contract with the State of Alaska

SUBMITTED BY: Kalin King, Chief of Police

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve the FY2026 [July 1, 2025 - June 30, 2026] Community Jail contract with the State of Alaska.

SUMMARY STATEMENT:

The total contract amount for FY2025 was \$641,276 for the period from July 1, 2024 through June 30, 2025.

The total contract amount for FY2026 is \$615,360.15 for the period from July 1, 2025 through June 30, 2026. The base contract amount for the Community Jail contract is 579,395.50. Sentenced electronic monitoring (EM) for \$10,000.00 is included in this contract. The Pretrial Services contract amount is \$25,954.66 (Pretrial Electronic Monitoring \$14,275.06 + Pretrial Supervision \$11,679.60).

When we questioned as to the cause of the reduction in the contract amount the State of Alaska's response was that the difference is due to the structural changes in Pretrial funding. No explanation regarding what the changes were was offered. Further, overall funding for the community jails program was reduced this past legislative cycle by \$476,000, which was distributed evenly amongst all jails.

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number 260002900	2. Contract Title Regional and Community Jail: Valdez	3. Agency Fund Code 1004	4. Agency Appropriation Code JCOJ01004-1600000002-3020-5023
5. Vendor Number CIV84401	6. IRIS GAE Number (if used) 260002900	7. Alaska Business License Number Not Applicable	
This contract is between the State of Alaska,			
8. Department of Corrections		Division Pretrial, Probation and Parole	hereafter the State, and
9. Contractor City of Valdez, Police Department hereafter the contractor			
Mailing Address P.O. Box 307	Street or P.O. Box 212 Chenega Ave	City Valdez	State AK
		ZIP+4 99686	
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the contractor. ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>July 1, 2025</u>, and ends <u>June 30, 2026</u>. ARTICLE 4. Considerations: 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed <u>\$615,350.16</u> in accordance with the provisions of Appendix D. 4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:			
11. Department of Corrections		Attention: Division of Pretrial, Probation and Parole	
Mailing Address P.O. Box 112002, Juneau, Alaska, 99811		Attention: Administrative Officer (ph. 907-465-1013)	
12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm City of Valdez			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative Nathan Duval			
Title City Manager (ph. 907-835-4313 fax 907-835-2992)			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division Corrections / Division of Pretrial, Probation and Parole	Date	Date	
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director Dusty Dumont		Title Procurement Specialist	
Title Department of Corrections, Director of Pretrial, Probation and Parole			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR REGIONAL AND COMMUNITY JAILS SERVICES
July 1, 2025 through June 30, 2026**

**Appendix C
General Terms**

Parties

The parties to this contract are the Alaska Department of Corrections, and the Borough/City of Valdez, herein referred to as the "Borough/City".

1. Services

Provide short-term Regional and Community Jail confinement of persons held under **State** law.

This is a contract for the Borough/City to operate a jail facility and hold prisoners in accordance with this contract and The Standards for Jail Operations adopted by the Governor's Task Force on Community Jails (November 18, 1994 edition), hereafter referred to as "The Standards".

The Standards and the final report of the Governor's Task Force are attached as Appendix E to this contract. As adopted by the Governor's Task Force, and as explained in the Document, Chapter 13, sec. 13.05 of Appendix E, these standards were not, and are not, intended to be used in any legal proceeding to establish a "duty of care", or evidence of a legal duty to any person or entity. Rather, these standards were and are intended:

- a. as a statement of professional goals to be achieved;
- b. to promote recognition of needed improvements, both as to facilities and operations;
- c. to promote efficiency; and
- d. to encourage professionalism in the operations of Alaska jails.

Please note that an updated version of The Standards is currently under review and may be issued during this fiscal year. As such, please continue to abide by the current Standards.

As used in this contract, "Community Jail Administrator", "DOC Oversight Officer" and "State Regional & Community Jail Coordinator" has the meaning given in Chapter 13 of The Standards.

As used in this contract, "prisoner" has the meaning given in AS 33.30.901(12), and specifically excludes persons detained under authority of AS 47. This contract allows the Borough/City to hold persons detained under AS 47 in its jail facility, however the Department is authorized to, and will not, compensate the Borough/City for any direct or indirect costs related as AS 47 detainees, including medical or transportation costs.

2. Sole Agreement

This contract is the sole agreement between the parties relating to jail services. There are no other agreements, express or implied. This contract represents the Department's sole obligation for payment for the care and custody of prisoners held at the jail participating in the Regional and

Community Jails Program during the term of the contract. It is the intention of the parties that no other sums will be billed to or owed by the Department for jail services.

3. Effective Date/Termination/Amendments

This contract is effective **July 1, 2025** and continues in force through **June 30, 2026** except that it may be terminated by either party upon ninety (90) days written notice from the terminating party. This will be a one-year contract.

Contract amendments for additional work can be incorporated through appendices or attachments mutually agreed upon and signed by both parties.

4. Responsibilities of the Parties

General Responsibilities of the Borough/City

The Borough/City Shall

- a. Immediately notify the Department of Corrections Jail Administrator of any facility operational or security issues relating to the jail operations that directly impact the care and confinement of prisoners as outlined and required under the Jail Standards. This includes but is not limited to any issues associated with the daily operations such as: facility closures, infrastructure issues, heating or water issues, staffing shortages, etc.
- b. Operate a facility for the care and confinement of prisoners in accordance with this contract and with goals set out in The Standards, including any additions or deletions to The Standards by the Commissioner of Corrections following notice to all Community Jail Administrators and an opportunity to comment.
- c. Comply with the U.S. Civil Rights Act of 1964, as amended (P.L. 88-35-42 USC secs. 2000e-2 and 2000e-3) and Federal regulations implementing the act in the hiring and treatment of its employees and will not subject any prisoner to discrimination on the grounds of race, creed, color, religion, national origin, sex.
- d. Permit reasonable visitation for prisoners as set out in The Standards. A record or log of all prisoner visitors will be kept indicating date, time and identity of each visitor.
- e. Protect prisoner property by taking proper precautions and providing the necessary policies and procedures to protect the property from loss or destruction.
- f. Not accept a prisoner into the facility under this contract if the person is unconscious or in immediate need of medical attention. The Borough/City shall not be entitled to reimbursement for immediate medical services provided to such a person. The Borough/City shall provide necessary medical care for prisoners accepted into the facility under this contract and shall be entitled to reimbursement by the Department for the cost of such care, per Section C6 of this contract.
- g. Immediately notify the Department of Corrections, the nearest post of the Alaska State Troopers, and any police agencies in the general vicinity of the jail facility if a prisoner escapes or leaves the premises of the facility without authority. The Borough/City shall make every reasonable effort to return the prisoner to the facility without cost to the Department of Corrections as long as there are reasonable grounds to believe the

prisoner is within the Borough/City limits.

- h. Adopt and enforce rules concerning smoking by prisoners and staff consistent with State statutes and regulations, keeping in mind the health and welfare of all prisoners and staff personnel.
- i. Maintain prisoner records showing the prisoner's time served, the date and time the prisoner was booked in, the date and time of changes to custody, notations about the prisoner's institutional adjustment, and records of medical and dental treatment. Enter prisoner information into the Alaska Corrections Offender Management System (ACOMS) within 24 hours of admission into the jail facility. These prisoner records must be in a prisoner's file when they are transferred from the Regional and Community Jail facility to another state correctional facility.
- j. Immediately, but, in no event more than 24 hours following receipt of notice, report to the Department of Corrections all claims concerning the jail facility that could foreseeably affect the legal liability of either party to this contract and cooperate with the Department of Corrections in the defense and/or settlement of the claim.
- k. Purchase and maintain in force at all times during the performance of services under this agreement the policies of insurance listed in the contract. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Borough's/City's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.
- l. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Borough's/City services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS21.
- m. The Borough/City shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H. and Jones Act requirements. This policy must waive subrogation against the state. The Borough/City shall be responsible for ensuring that any subcontractor who directly or indirectly provides services under this contract will maintain Worker's Compensation Insurance.
- n. Provide and maintain comprehensive general liability insurance, with a combined single limit per occurrence of not less than \$1,000,000.00 covering activities associated with or arising out of this contract, to include jail keeper's legal liability coverage. The State shall be added as an additional insured under such policies. The Borough/City shall be solely responsible for the payment of claims or losses to the extent they fall within the deductible amount of such insurance. This insurance shall be primary to any other insurance or self-insurance carried by the State.
- o. Hold that the Borough/City shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Borough/City under this agreement up to the Borough/City policy limits as noted in Section 4(m). The Borough/City shall not be required to indemnify the contracting

agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Borough/City and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Borough/City" and "Contracting agency", as used within this and the following article, include the employees, agents and other Borough/City who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Borough/City and in approving or accepting the Borough/City work.

- p. Provide and maintain comprehensive automobile liability insurance, covering all owned, hired and non-owned vehicles used during the provision of services under this contract with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence bodily injury and \$50,000.00 property damage.
- q. The Regional and Community Jail must use an accounting system that records all expenditures on an ongoing basis and must provide a record of these expenditures to the oversight agency on a quarterly basis in a format prescribed by the oversight agency.
- r. The Regional and Community Jail must prepare and present an annual operational budget that reflects the necessary resources required for facility operations. Operational budget will be prepared in the manner and detail prescribed by the oversight agency and will include a staffing plan showing in detail staff assignments and the number of full and part-time positions.
- s. Annual operational budget for each fiscal year is due to the Department's State Regional and Community Jail Administrator on July 15 of each year.
- t. Annual budget request for each fiscal year is due to the State Regional and Community Jail Administrator on October 1 of each year for inclusion in the annual Department of Corrections' fiscal year operating appropriations request annually. For example: Fiscal year 2027 is due to the State Regional and Community Jail Administrator on October 1, 2025 for inclusion in the annual Department of Corrections' fiscal year 2027 operating budget request.
- u. By October 1 of each fiscal year, the Regional and Community Jail Administrator must provide their request for the next fiscal year capital project request. Failure to meet this deadline may result in no capital project request for the next fiscal year.
- v. Quarterly financial reports are due to the State Regional and Community Jail Administrator on the following dates of each fiscal year:

July – September – quarterly and year-to-date financial statement due on October 31.

October – December – quarterly and year-to-date financial statement due on January 31.

January – March – quarterly and year-to-date financial statement due on April 30.

April – June– quarterly financial and year-to-date financial statement due on July 31.

- w. Provide a monthly accounting of prisoner statistics by the 15th day of the month following the monthly period covered on forms provided by the Department of Corrections. The forms shall include specific information on each prisoner housed during the reporting period to include the prisoner's name, the number of man-days, the charge or reason for incarceration, the dates of incarceration, the arresting agency and other information as requested on the forms.

"Man-day" indicates a prisoner was confined for more than four (4) hours in one twenty-four hour calendar day. If a prisoner had been confined for less than or equal to (4) hours in one calendar day, the accounting shall indicate one-half man-day.

The Regional and Community Jail shall send all annual budget reports, quarterly reports, and monthly "man-day" reports to the following email address: doc.communityjailsunit@alaska.gov.

- x. Not operate furlough or release programs for pre-sentenced prisoners held, unless ordered by a court. The Borough/City shall not permit a furlough or release for any sentenced prisoners without the consent of the Department of Corrections.
- y. Regional and Community Jails accessing the Alaska Corrections Offender Management System (ACOMS) will require all jail personnel using the ACOMS System to undergo a DOC background security check. The Regional and Community Jail Administrator will submit the following information for each person accessing the ACOMS System for security review by DOC:
1. Full name
 2. Residence Address
 3. Telephone
 4. Date of birth
 5. Valid driver license and state of issue, or other photo identification
 6. Social Security number

The Jail Administrator, with assistance from the State Regional and Community Jail Administrator, will develop Policy and Procedures for monitoring jail staff to ensure system security, confidentiality and the use of the ACOMS System only for Regional and Community Jail business. The Jail Administrator will immediately notify the Regional and Community Jail Coordinator if jail staff with access to the ACOMS System leave their employment.

Regional and Community Jail will be responsible for ongoing telecommunications costs such as line charges, connection fees and internet service provider fees, etc.

- z. The Contractor shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor shall also comply with all Department policies and procedures that relate to PREA to include, but not limited to, conducting investigations, background checks, audits and training. The Contractor is responsible for all costs

associated with PREA compliance, to include certification by an accredited auditor.

- aa. Public information requests to include, but not limited to, media inquiries, Freedom of Information Act (FOIA), and Alaska Public Records Act regarding state persons held in a Regional or Community Jail will be directed to and coordinated by the DOC Public Information Officer (PIO). The Department and Jail Administrator will coordinate to identify necessary documents and meet requested deadlines. No information shall be released without the DOCs Jail Administrator and PIO's approval.
- bb. If a person(s) is held in a jail facility under a qualifying charge/conviction and DNA was not already collected for that specific qualifying offence by the arresting entity, staff shall collect DNA prior to being released from custody. DOC will collect DNA samples for prisoners transported to a DOC facility.

Once DNA has been collected, the completed kit will be sent to the crime laboratory via certified mail. This may be done individually or in batch mailing and must be mailed within 5 business days.

The date of collection, date of mailing, and certified mail tracking number must be entered and verified in the Alaska Corrections Offender Management System (ACOMS).

If a prisoner refuses to voluntarily submit to DNA collection, immediate notification to the Jail Administrator is required.

- cc. Make beds available for sentenced prisoners releasing from DOC custody up to 10 days, the maximum number of days a person is allowed to be held.

5. General Responsibilities of the Department of Corrections

The Department of Corrections shall:

- a. Reimburse the Borough/City for necessary medical care under section C6 of this Contract.
- b. Not be responsible for the management of local jail facility prisoner population. It is the policy of the Department of Corrections to detain and confine only prisoners from the normally serviced region of the respective facilities. However, in the case of an emergency or for necessary population or security management purposes, prisoners may be transferred from other areas of the State.
- c. Be permitted to inspect, at all reasonable times, any facility used by the Borough/City to house prisoners that are confined, in order to determine if that facility is complying with The Standards and with this agreement.
- d. Provide on-going technical assistance and training for Regional and Community Jails requesting access to the ACOMS System. The Department of Corrections will conduct security checks, with information provided by the Jail Administrator, for all jail staff requesting access to the ACOMS System. All related telecommunications charges (such as telephone company lines fees or tolls and internet service provider fees, or special charges for initial line installation) will be the responsibility of the Community Jail.

- e. Throughout the contract term, the DOC Oversight Officer will perform audits to ensure that the Borough/City are following PREA guidelines.

6. Medical and Dental Care and Reimbursement

The Borough/City shall:

- a. Provide necessary medical care to prisoners accepted into the Regional and Community Jail facility under this contract. Prisoners who require medical attention are to be provided treatment as soon as possible, taking into consideration the nature of the illness or injury. If medical care is provided outside of the jail facility, the Regional and Community Jail Administrator shall provide transport to the off-site medical facility and necessary security as required by paragraph 7a of this contract.

As used in this contract, “necessary medical care” has the meaning given in Chapter 13 of The Standards. If requirements of this definition are otherwise met, the following are included within the term “necessary medical care” and subject to reimbursement:

- (1) psychological or psychiatric care; and
- (2) dental care to:
 - i. control bleeding;
 - ii. relieve pain;
 - iii. eliminate acute infection;
 - iv. prevent pulp decay and imminent loss of teeth through operative procedures; and
 - v. treat injuries to teeth or repair supporting dental structures, caused by accident or injury.
- b. Maintain control of and dispense medicines to prisoners in compliance with The Standards and directions specified by a physician or other qualified health care provider and take reasonable steps to guard against misuse or overdose of medicines by prisoners.
- c. Adopt emergency medical procedures and make available telephone numbers for medical, psychiatric, or other health services, so that staff will have ready access to such information.
- d. Obtain approval from the Department before incurring liability for medical care which reimbursement is sought, except in the case of emergency care that must be provided to the prisoner before approval from the Department of Corrections can be obtained. The Borough/City shall make a reasonable effort to obtain approval from the Department of Corrections and shall promptly, but in no event later than the next working business day, notify the Department of Corrections of any emergency for which medical care was provided before such approval could be obtained. Approval from the Department of Corrections will not be unreasonably withheld.

To obtain approval, Borough/City staff should contact the Department of Corrections

Health and Rehabilitation Services (HARS) Office (24 hours a day, 7 days a week) at (888) 411-8942.

- e. Be entitled to reimbursement from the Department of Corrections for expenses of necessary medical care provided under paragraph 6a and approved under paragraph 6d. In applying for reimbursement, the Borough/City must follow the procedure set out in paragraph 6f. The Borough/City will not be entitled to reimbursement for the hiring of emergency guards or other medically related security costs, or for medical care for persons

- (1) held under the authority of AS 47,
- (2) accepted into the facility while unconscious or in immediate need of medical attention,
- (3) receiving medical services for elective, cosmetic or other medical services that are unnecessary medical care, or

Medical services provided to prisoners who have been properly accepted into the Borough/City jail facilities under this contract shall not, however, be challenged by the Department merely because they were rendered immediately or shortly after the prisoner was accepted.

- f. Request reimbursement by submitting to the Department of Corrections a properly certified accounting containing:

- (1) a copy of the medical bill with the prisoner's name and a description of the services rendered,
- (2) a copy of the monthly booking form showing the prisoner's date and time of booking, and
- (3) a copy of the medical payment request form.

The Regional and Community Jail Administrator will make reasonable effort and take appropriate steps to assure that the Department of Corrections is billed only for necessary and required medical services beyond the payment limits of the prisoner or any insurance carrier or other third-party payer.

7. Transfers and Transportation of Prisoners

The parties agree that:

- a. The Borough/City shall provide transportation and supervision for medical care provided within local boundaries as required by paragraph 6(a). Supervision must be adequate to prevent escapes, prevent inappropriate contact with others, prevent possession of contraband and provide security for the prisoner and the public.
- b. The Borough/City shall immediately notify the Department of Public Safety to request that a prisoner be transferred from the facility to one outside of local boundaries because;

- (1) a court has ordered the transportation;
 - (2) the prisoner has been incarcerated in the facility for 10 consecutive days, unless a court has ordered that the prisoner remain in the facility or the prisoner has signed a written waiver requesting to remain in the facility; or
 - (3) the Regional and Community Jail Administrator believes a transfer is necessary for security or population management reasons.
- c. The Borough/City shall continue to hold prisoners, notwithstanding the existence of grounds for a transfer, until the Department of Public Safety arranges transportation for the prisoner.
 - d. The City shall, when the prisoner leaves the facility, furnish the transporting officer with the prisoner's file described in paragraph 4h of this agreement.

8. Sentenced Electronic Monitoring

The Borough/City has the option to use electronic monitoring. If the Borough/City is interested in electronic monitoring, please contact DOC to coordinate an Amendment to this contract and utilization of the DOC BI, Inc. Electronic Monitoring contract.

Sentenced Electronic Monitoring:

The Department will provide additional funds if the Borough/City will take Sentenced EM placements and supervise them. The Department will provide \$10,000 for the first 1-5 prisoners and \$5,000 for each additional 5 prisoners annually. If a Borough/City has any number between 1-5 at any given time during a fiscal year, example 7/1/25 through 6/30/26, they will receive the full \$10,000. If the Borough/City exceeds 5 and has any number between 6-10, they will receive the full \$5,000, for any number between 11-15 at any given time during the fiscal year they will receive another \$5,000 in full and so on for each additional 5 Sentenced EM placements, they will receive another \$5,000.

To further illustrate, by way of example, if a Borough/City had for any particular month in a fiscal year 26 Sentenced EM placements they would receive \$35,000 for that fiscal year. The breakdown of the \$35,000 is: 1-5 Sentenced EM \$10,000 + 6-10 Sentenced EM \$5,000 + 11-15 Sentenced EM \$5,000 + 16-20 Sentenced EM \$5,000 + 21-25 Sentenced EM \$5,000 + 26th Sentenced EM \$5,000 = a total of \$35,000.

If a Borough/City elects to participate in the Sentenced Electronic Monitoring, they will automatically receive \$10,000 and it will be added to Appendix D. If at any time throughout the contract they exceed 5 Sentenced EM placements, they will receive an additional \$5,000 for each additional 5 Sentenced EM placements. The Department is not going to prorate this by day or period of time, it will add the additional \$5,000 for every additional 5 Sentenced EM placements when either notified by the Borough/City through their monthly count sheets or the DOC recognizes the additional Sentenced EM placements on the monthly count sheets. The DOC will exercise a unilateral amendment and automatically add the funds to their contract. The unilateral amendment will be used to expedite the

amendment process for both parties, only as it applies to this Section 8 Sentenced Electronic Monitoring.

If a prisoner has been sentenced and only has 20-30 days they can go to Sentenced EM, stay in their community and not have to be housed in the jail or transported out of their community to a prison. If prisoners on Sentenced EM run away or violate the conditions of their EM placements, they will go to prison.

9. Pretrial Program Services

a. Electronic Monitoring:

Electronic monitoring (EM) plays a crucial role toward monitoring compliance and accountability for pretrial defendants who have been released under AS 12.30 on bail conditions. By using advanced tracking technologies, the Department of Corrections (DOC) can monitor the movements and activities of individuals, reducing the risk of flight and providing a deterrent against reoffending. This system provides a balanced approach, allowing defendants to maintain their daily responsibilities while adhering to legal requirements. The contracted agency will be tasked with assisting the Regional Pretrial Office responsible for the oversight of the community supervision. Assistance will include the following: Complete training and comply with DOC policies for the following program services:

Installing Electronic Monitoring (EM) Equipment

Installing EM equipment requires careful preparation and adherence to standard operating procedures. At the request of the Regional Pretrial Office, the contract agency will follow step-by-step instructions to securely install the electronic monitoring equipment, ensuring all devices are securely installed and functioning properly. The contracted agency shall confirm the functionality of the device and address any issues prior to allowing defendants to leave the agency facility.

At the request of the Regional Pretrial Office, contract agencies may be asked to obtain signatures on forms completed during the installation process as well. This is to ensure defendants are fully aware and acknowledge their rights and responsibilities during the installation process, as well as their time while on supervision. All documents shall be collected and provided to the Regional Pretrial Office upon completion of the install. Copies shall be made available to defendants.

In conjunction with the forms, the staff member with the most direct knowledge of the install shall provide the regional office with a brief summary of the install process. This should include but is not limited to acknowledgement of the following: overview of the device, how to properly maintain the device, procedures if there are issues with the device, and overview of conditions of release.

All EM releases will be completed at the request of the Regional Pretrial Office. Releases should only be completed during business hours, Monday through Friday, 08:00 a.m. through 04:30 p.m. In the event a release needs to occur outside of business hours, the Regional Pretrial Office shall be contacted for authorization.

Routine Maintenance on EM Equipment

Ensuring the longevity and efficiency of EM equipment requires regular maintenance. The contracted agency, at the request of the Regional Pretrial Office, will assist by inspecting all devices for general wear and tear. This may include routine maintenance and inspections of devices. The contract agency will help with replacement of SL testing tubes, Loc8XT strap replacements, charger replacements for both the SL and Loc8XT, or complete device exchanges.

The contract agency will be partially responsible for maintaining EM equipment on site. The contract agency shall submit a weekly inventory log to the Regional Pretrial Office. The Regional Pretrial Office will be responsible for ordering equipment to be provided to the contract agency.

The contracted agency will also be asked to inspect devices for detection of tampering. This may look like, but is not limited to, abnormal wear and tear on Loc8XT straps, tool marks on clips that hold the Loc8XT in place, loose straps, signs of wrapping the device to block signal, tampering with SL device straws, blocking cameras on the SL device, etc.

Assisting with EM Violations

The request of the Regional Pretrial Office, the contract agency will provide assistance with electronic monitoring violations. This may include, but is not limited to the following:

- Exclusion zone enter/leave alerts
- Positive SL tests
- Removed Loc8XT devices
- House arrest/curfew violations
- Device tampering (covering the camera on the SL device, tampering with the testing tubes on the SL device, bracelet issues such as attempts to remove the device or wrap the device to block signal)
- Tracker Missed Callback (TMC – letting the device lose power)
- Law violations for damaging or failing to return devices (i.e. criminal mischief, theft, etc.)
- Escape charges
- Notification for failing to report

Any of the above-mentioned violations may require an arrest. The contract agency will provide assistance when available to detain and conduct a remand for a new law violation, which may be on behalf of the Regional Pretrial Office. The Regional Pretrial Office may be responsible for completing all remand slips and charging documents, unless the violation constitutes a new criminal charge beyond a Violation of Condition of Release (VCOR). The contracted agency will, at their discretion, complete charging documents for any new additional charges.

Additionally, the Regional Pretrial Office operates 24/7 due to the use of electronic monitoring equipment. The contracted agency will, from time to time, be requested to assist in after-hours remands for emergent situations.

*****Service currently included in the contract. Price included for this service is \$14,275.06*****

b. Pretrial Supervision:

Effective supervision of pretrial defendants who have been released by the court under AS 12.30 to standard bail conditions requires adherence to established protocols and thorough documentation. The general supervision and oversight of caseloads will be managed by the Regional Pretrial Office. Periodically, the Regional Pretrial Office will request assistance from the contracted agency. Supervision assistance will include, but is not limited to, the following:

Documentation

At the request of the Regional Pretrial Office, the contracted agency will ensure all necessary forms are filled out and signed. This includes, but is not limited to, the following:

- Pretrial Defendants' Rights Notice
- Pretrial Intake Form
- Electronic Monitoring Rules and Overview (if applicable)
- BI Monitoring Contract (if applicable)
- House Arrest/Curfew Rules and Overview (if applicable)
- SL3 Testing Rules and Overview (if applicable)
- Address Verification Form (if applicable)
- UA/PBT Testing Rules and Overview (if applicable)

All forms should be collected and provided to the Regional Pretrial Office. Copies should be made available to defendants.

Drug and/or Alcohol Testing

In cases where the court has ordered a defendant to PED supervision with testing at the PED office for alcohol and/or illegal drugs and, if specified, THC, the contracted agency, at the request of the Regional Pretrial Office, will assist in the following:

- Conduct tests for defendants for the presence of alcohol and/or illicit/prohibited substances upon the request of the regional Pretrial office. No client on DOC Pretrial shall be tested for drugs and/or alcohol without a specific court order authorizing such testing.
- The frequency of randomized testing will be at the discretion of the Regional Pretrial Office. This frequency will be universally applied to all orders regardless of whether a defendant is tested for alcohol only, illegal drugs only, or both alcohol and illegal drugs. The Regional Pretrial Office will coordinate with the contracted agency to provide adequate testing dates/times so as not to overburden the contracted agency.
- Using best practices, the contracted agency will obtain an observed, testable urine sample from the defendant. All observed urine tests shall be conducted by a staff member of the same sex, unless exigent circumstances exist.
- The contracted agency shall document and preserve all urine samples that have tested presumptively positive in a manner that maintains the integrity of the evidence for later testing and/or analysis. This includes maintaining accurate and complete chain-of-custody records and securely storing the evidence in a manner that prevents tampering, contamination, damage, or

destruction of the evidence. Samples that have been retained as evidence shall not be disposed without authorization from the Regional Pretrial Office.

- The contracted agency will maintain a log for all testing conducted, positive or negative, which will be provided to the Regional Pretrial Office weekly. This log should include the following:
 - Defendant Name, DOB, and offender number
 - Date and time of the request for UA/PBT
 - Substances tested for
 - Time of collection
 - Staff member who collected the sample
 - Results

In the event that a defendant tests positive for the presence of alcohol and/or illegal substances, the contracted agency shall contact the Regional Pretrial Office for further instructions.

The Regional Pretrial Office will be responsible for providing all urinalysis (UA) testing supplies. The contracted agency is responsible for notifying the regional office when supplies are low and an order needs to be placed.

All portable breath testing (PBT) devices shall be maintained and calibrated regularly by the contracting agency.

Courtesy Supervision

At the request of the Regional Pretrial Office, contracted agencies may be asked to conduct routine check-ins to ensure compliance with Conditions of Release, including non-EM cases. This may include random contacts at the reported residence, employment, treatment, etc. This shall only occur at the request of a Pretrial Service Officer or their designee.

In the event that a remand is necessary for violating conditions of release, the contracted agency will provide assistance by conducting a courtesy remand at the request of the Regional Pretrial Office. The Regional Pretrial Office will be responsible for completing a remand to custody form as well as the charging document. Upon request of the regional Pretrial office, the contracted agency's officer who completed the remand may be asked to provide documentation of any observations made during the arrest, such as, but not limited to, behaviors of the defendant, any evidence of tampering with devices, any evidence of violations of conditions of release, and any associated photographs of evidentiary value.

*****Service currently included in the contract. Price included for this service is \$11,679.60*****

**ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR REGIONAL AND COMMUNITY JAIL SERVICES
July 1, 2025 through June 30, 2026**

**Appendix D
Payment Provisions**

1. The base contract amount for the Borough/City of Valdez is **\$579,395.50**. Sentenced EM for **\$10,000.00** is included in this contract (see section 8). The Pretrial Services contract amount is **\$25,954.66** (Pretrial Electronic Monitoring **\$14,275.06** + Pretrial Supervision **\$11,679.60**). The total contract amount is **\$615,350.16** for the period from **July 1, 2025 through June 30, 2026** and represents the total payment due for FY26. This will be a one-year contract that includes Pretrial Services programs and Sentenced Electronic Monitoring. 13 Beds.
2. It is specifically agreed by the parties that the Department of Corrections will not provide funding for annual in-service training as set out in Section 10.01 of The Standards, unless funding is provided by the Alaska Legislature or the City.
3. The Borough/City shall be prohibited from utilizing funds received under this contract for any purpose other than operation of Regional and Community Jail facility. Any funds received by the Borough/City under this contract that are utilized for purposes other than those authorized by this contract shall be reimbursed to the State and deposited to the general fund.

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Appendix List:

- A General Provisions
- B Not used
- C General Terms and Indemnity and Insurance related language
- D Payment Provisions
- E State of Alaska, Community Jails Program: Standards for Jail Operation
As produced and adopted by the Governor's Task Force on Community Jails,
November 1994



Legislation Text

File #: 25-0457, **Version:** 1

ITEM TITLE:

Appointment to Parks and Recreation Commission to Serve a Three-year Term. Reconsideration Requested by Council Member Lally

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Reconsider three-year term appointment made to align with ballots cast.

SUMMARY STATEMENT:

The City Clerk's Office advertised the three upcoming vacancies for the Parks and Recreation Commission, and four applications were received and reviewed by Council at their regular meeting on October 7, 2025. Applicants were:

- Jessica Tran
- Benjamin Rush
- Jillian Reiss
- Sarah Jorgenson-Owen

Council cast ballots and each selected one applicant to serve a two-year term ending October 31, 2027, and two applicants to serve to serve a three-year term ending October 31, 2028.

After the tally of ballots, a motion to appoint Jessica Tran to a two-year term and Sarah Jorgenson-Owen and Jillian Reiss each to a three-year term was made and passed after the vote of Council (6 yays, 1 absent)

City Clerk Sheri Pierce reviewed the ballots after the meeting and noted that an error had been made in the tally of votes. The tally has been recounted, and the votes follow:

Two-year term:

- Jessica Tran - 4 votes
- Benjamin Rush - 2 votes

Three-year term:

- Sarah Jorgenson Owen - 5 votes
- Benjamin Rush - 4 votes
- Jillian Reiss - 3 votes

Due to the error, the City Clerk's Office has requested that Council Member Lally request reconsideration of the action taken on October 7th to appoint Jillian Reiss to a three-year term on the Parks and Recreation Commission.

To correct the error and align with the ballots cast by Council on October 7th, a motion should be made to appoint Benjamin Rush to the three-year term.



Legislation Text

File #: 25-0465, **Version:** 1

ITEM TITLE:

Discussion: Disposal of Property Located 120-142 Egan Drive, Formerly Pipeline Club Property

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Provide direction related to desired method of disposal

SUMMARY STATEMENT:

On October 12th, 2022 and again on September 8th, 2023 the City issued requests for proposals for a negotiated land sale for the properties on Egan Drive formerly occupied by the Pipeline Club. The most recent offeror has withdrawn their proposal, and the property is available for disposal again. Staff seeks input from Council on how they would like to proceed with disposal. It is Staff's recommendation to put the property back in the hands of the community for private ownership.

Council has multiple options for disposal including but not limited to:

- Traditional listing
- Auction
- Over the Counter Sale
- Negotiated Sale
- Requests for Proposals

Interested parties have inquired about the property. The most recent iteration of the advertised RFP is attached for reference.

**City of Valdez, Alaska
Request for Proposals
Negotiated Land Sale:**

**120-142 Egan Drive
Valdez, Alaska 99686
(Formerly known as the Pipeline Club)**

2023

212 Chenega Ave.
P.O. Box 307
Valdez, AK 99686

Phone: (907) 835-4313

www.valdezak.gov

INTRODUCTION

The purpose of this Request for Proposal (RFP) is to invite interested developers to submit proposals for the purchase or lease and development of commercially zoned vacant land located at 120 Egan (Lot 4A), 128 Egan (Lots 6-7), and 142 Egan (Lot 9B) in Valdez, Alaska. The City of Valdez is seeking a development plan that aligns with the 2021 Comprehensive Plan, enhances the economic development of the community, and offers short-term and long-term benefits to the residents.

Development proposals may be made for a single lot, a combination of multiple lots, or the entire property. The City is offering to assist in the subdivision process as necessary for the selected proposal(s).

More than one respondent may be selected for negotiations with the City to maximize use of the property. The City will select the proposal(s) that best meet the goals of this RFP. The City reserves the right to reject any, and all proposals.

The City encourages small or disadvantaged businesses to submit proposals and is available to assist in facilitating proposal submission.

Detailed property descriptions, maps, reports, and other relevant data are attached to this solicitation in Appendix 'A'.

PROPERTY DESCRIPTION

The property legal descriptions are lots 4A, 6,7, & 9B, Block 33 Mineral Creek Subdivision. Street address for the subject property are currently 120 Egan Dr., 128 Egan Dr. and 142 Egan Drive (see attached map in Appendix 'A'). The combined lots are approximately 1.24 acres (4A: .38 Acres, 6: .17 Acres, 7: .17 Acres, 9B: .52 Acres) with existing utility laterals. Utilities were disconnected and capped on the site with the demolition of the existing restaurant and hotel structures and approximate locations are shown within the attached Appendix A. The foundations and fuel tanks for the small structure on lot 4A as well as the restaurant and hotel have been removed and some type IIA fill has been placed on the site in the restaurant and small building foundation. The site is relatively flat with some vegetative overgrowth and some existing asphalt paving. An existing foundation remains on lots 6&7.

PROPERTY ZONING

The property is zoned General Commercial use, which allows the Valdez City Council to consider all potential valid uses within such zone. See [Valdez Municipal Code Title 17: Zoning](#). Please note that the current zoning code is undergoing revisions to align with the Comprehensive Plan place type map and additional uses will be added or allowed as conditional uses as part of the code revision.

SOIL CONDITIONS

Soil analysis and a Phase I Environmental survey have **not** been conducted for the subject property. All known fuel tanks have been removed from the site and no contamination was discovered during the demolition process. Soils in Valdez are generally medium dense to very dense silty sand and gravel. Significant silt lenses can be found around Valdez. Ground water can vary in depth from a few feet to greater than 25 feet below the surface. The site(s) has been used as a snow lot and is anticipated the overburden contains a layer of sand and silts above native soils. The exact subsurface conditions are unknown and will need to be evaluated prior to development. A site visit is highly encouraged. There is also a concrete foundation from a previous structure still on the property (see Appendix 'A').

PREFERRED PROPERTY USE

The City has not identified a specific use for the property. The future land use map in the newly adopted Comprehensive Plan designates the property as part of the Town Center place type, which can be described in the following terms:

- Recognizes the unique setting of the community's historic downtown and planned as an intensely developed area in Valdez.
- The Town Center place type will blend commercial, multi-family residential, cultural, institutional, and entertainment uses with an environment centered on walkability and strong connections to live, work, play destinations. Compatible mixed-use buildings are encouraged with retail/commercial on the ground floor and residential above. This environment is supported with building frontages and entrances oriented to the street. Gathering spaces are encouraged in the form of civic plazas, courtyards, and small parks.
- Shared parking is encouraged and located near the rear or side lots of buildings. Parking, plazas, and park spaces can be used throughout the winter as snow storage lots. During negotiations, property may be re-platted to allow for City snow storage. Mixed-use buildings are encouraged in transition areas at the edge of the Town Center area.

Development that addresses solutions for articulated City Council priorities of housing and/or childcare challenges may be given additional consideration.

Projects including housing as a component of the development are eligible for the City Housing Incentive Program at a grant value of \$10,000 per unit upon receipt of Certificate of Occupancy and conformance with all other requirements of the program.

[Plan Valdez – 2021 Comprehensive Plan](#)

[VMC Title 17 – General Commercial District](#)

PROPOSAL REQUIREMENTS

Developer Qualifications & Experience:

- Individual/Business name; point of contact for interviews, questions & negotiations.
- Experience and qualifications, including previous projects related to land development and commercial property.
- Developers should articulate the ability to complete development within the timeline proposed.

Summary Overview of Proposed Business Development:

- Description of the proposed business development plan for the respective lots.
- Reasonable timeline for the development phases, from signed land contract to final construction.
- Outcomes and benefits of the proposed development to the community, both short-term and long-term.

Detailed Master Plan:

- Rough Order of Magnitude Construction Cost Estimate (basis of value for improvements).
- Site plan showcasing the proposed layout, and design of necessary site improvements.
- Project schedule outlining key milestones and deliverables.
- Description of any proposed phases and the basis or reasonable timeline for subsequent phase implementation.
- Special needs and considerations related to the development.
- Any proposed incentives or assistance that the developer would request from the City of Valdez as part of the development. Please specify type, duration, and yearly amount of incentive or assistance proposed as part of the development.
- Snow storage plan to address seasonal requirements.

Financial Capability and Sustainability:

- Detailed financial plan for funding the development, including verification of financial capability.
- Present any relevant revenue information to ensure the ability to meet City financial obligations, (i.e. property taxes, utility bills, etc.) or present alternative means of meeting said obligations.

City Comprehensive Plan Alignment:

- Narrative specifying alignment with goals and aspects of the City of Valdez Comprehensive Plan.

Proposed Purchase Price and/or Lease Terms:

- Offered purchase price for all or a portion of the property of interest.
- Clear terms and conditions for the land sale.
- Appraised value for the property is \$390,000 or \$7.26/SF (2023)

EVALUATION AND SELECTION PROCESS

Proposals will be evaluated and ranked by a scoring panel assigned by the Valdez City Council. The scoring panel may interview the candidates, if necessary, to determine the best value to the City. The selection will be based on a combination of the criteria included below and interviews and/or presentations. The City Council may request top candidates to make a public presentation to the community. The City intends to negotiate a contract with the individual(s) or firm(s) it solely determines will provide the best overall value and expertise on this project. Following the contract negotiation, the City will issue an Intent to Award letter to all proposers.

Proposals will be evaluated based on the following criteria:

- Developer qualifications and experience (5 points)
- Proposed business development plan: masterplan feasibility and timeline (45 points)
- Financial capability and sustainability of the project (10 points)
- Alignment with the 2021 Comprehensive Plan goals (15 points)
- Proposed purchase price and/or lease terms (20 points)
- Proposal quality and completeness (5 points)

Note: The City of Valdez reserves the right to accept or reject any or all proposals received, to waive any informalities or irregularities in the proposals, and to negotiate separately with any developer. The City is not obliged to accept the lowest priced or any proposal deemed unsatisfactory.

212 Chenega Ave.
P.O. Box 307
Valdez, AK 99686

Phone: (907) 835-4313

TENTATIVE SELECTION SCHEDULE

- Request for proposals posted: September 8, 2023
- Proposals due by: October 13, 2023
- Proposals reviewed October 16-30, 2023
- Interviews, if conducted, will occur after November 1, 2023
- Recommendation to City Council will be presented in November
- City Council considers final proposals in a work session or regular meeting in November or December.

(Timeline is subject to change depending on responses.)

SUBMISSION GUIDELINES

Individuals or Firms interested in submitting a proposal to acquire and develop this site shall submit a response to the RFP by 5 p.m. A.D.T, on Friday October 13, 2023. The proposals must be delivered electronically via the City's drop box application.

To request access to the drop box, respondents must submit an email request one business day in advance of the submission deadline to Wendy Robertson, Capital Facilities Administrative Assistant at wrobertson@valdezak.gov with a cc to nduval@valdezak.gov and bskilbred@valdezak.gov. Respondents can feel free to inquire in advance and test the submission process and ask upload specific questions to facilitate a successful submission.

Failure to follow instructions outlined within this RFP may be grounds for dismissal of proposals. We look forward to receiving your proposal and working together to contribute to the development and social vitality of the Valdez community.

ADDITIONAL SUBMITTAL INFORMATION

- All questions regarding the property and this solicitation must be reduced to writing, and e-mailed to mbarberio@valdezak.gov. Staff will respond as quickly as possible and post responses via addendum on the City “bids” website. To receive solicitation updates please complete the request for plan holders form and return to wrobertson@valdezak.gov with a CC to bskilbred@valdezak.gov.
- Any costs incurred in responding to this request are at the proposer’s sole risk and will not be reimbursed by the City. This RFP does not in any way commit the City to reimburse recipients of this RFP for any of the costs of preparing and submitting a proposal for these services. Furthermore, this RFP does not obligate the City to accept or contract for any services expressed or implied.
- The City reserves the right to: (1) Modify or otherwise alter any or all requirements herein. In the event of any modifications, all selected respondents will be given an equal opportunity to modify their proposals in the specific areas that are requested. (2) Reject any proposal not adhering to some or all requirements set forth in this RFP. (3) Reject any or all responses received. The City reserves the right to terminate this RFP at any time.
- The City reserves the right to waive informalities, and make any selection as deemed in its own best interest. The City reserves the right to reject any and/or all proposals which they deem to be not in the best interests of the City and to proceed with the next proposer or to utilize an entirely different process.
- All Proposals and other materials become the property of the City and may be returned only at the option of the City. Detailed costs, price, and financial reference information provided may be held confidential if determined by the City Council.
- The City of Valdez encourages disadvantaged, minority and women-owned firms to respond and is available to assist said firms in learning how to do business with the City.

APPRAISAL OF REAL PROPERTY - VACANT LAND

Highlighted Area



LOCATED AT

120, 128, 142 Egan Drive
Valdez, AK 99686
Lots 4A, 6, 7, 9B, Block 33, MINERAL CREEK

FOR

City of Valdez - Nicole LeRoy
P.O. Box 307
Valdez, AK 99686

OPINION OF VALUE

\$390,000

AS OF

7/7/2023

BY

Clint Lentfer, MBA, SRA
Alaska Appraisal & Consulting Group
4305 Old International Airport Rd
Anchorage, AK 99502
(907) 677-7701
clint@akacg.com

LAND APPRAISAL REPORT

File No.:

SUBJECT

ASSIGNMENT

MARKET AREA DESCRIPTION

SITE DESCRIPTION

Property Address: 120 / 128 / 142 Egan AveCity: ValdezState: AKZip Code: 99686

County: ValdezLegal Description: Lots 4A, 6, 7, 9B, Block 33, MINERAL CREEK - Hypothetical Assembled Site

totaling 53,750 SF - combined site.

Assessor's Parcel #: 7040-033-0040 / 0060 / 0070 / 0100Tax Year: 2023R.E. Taxes: \$ 0Special Assessments: \$

Market Area Name: Downtown ValdezMap Reference:Census Tract: 0003.00

Current Owner of Record: City of Valdez - Nicole LeRoyBorrower (if applicable): City of Valdez - Nicole LeRoy

Project Type (if applicable): ☐ PUD☐ De Minimis PUD☒ Other (describe) Vacant LandHOA: \$☐ per year☐ per month

Are there any existing improvements to the property? ☒ No☐ YesIf Yes, indicate current occupancy: ☐ Owner☐ Tenant☒ Vacant☐ Not habitable

If Yes, give a brief description: Generally rectangular, cleared assembled site (total of 4 lots currently) with gravel soils and some paved areas. Site curren consists of four separate parcels, being appraised with the **hypothetical condition** that the 4 separate parcels are **one parcel/site**, referred to as 120 E Ave. Site is located in downtown Valdez on the main street through town, having very good commercial visibility and access.

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or☐ other type of value (describe)

This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date)☐ Retrospective☐ Prospective

Property Rights Appraised: ☒ Fee Simple☐ Leasehold☐ Leased Fee☐ Other (describe)

Intended Use: Intended use of the appraisal is for market valuation of vacant commercial land for potential sale / marketing purposes only. No other uses or users are intended o

allowed to use any information in this appraisal report. Appraised as if vacant and unimproved. Hypothetical Condition that the 4 existing parcels are one site.

Intended User(s) (by name or type): City of Valdez and their assigns only - no other intended users or uses.

Client: City of Valdez - Nicole LeRoyAddress: P.O. Box 307, Valdez, AK 99686

Appraiser: Clint Lentfer, MBA, SRAAddress: 4305 Old International Airport Rd , Anchorage, AK 99502

Characteristics			Predominant Occupancy	One-Unit Housing		Present Land Use		Change in Land Use	
Location:	☒ Urban	☐ Suburban	☐ Rural	☒ Owner 50 ☒ Tenant 15 ☐ Vacant (0-5%) ☒ Vacant (>5%)	PRICE	AGE	One-Unit	65 %	☒ Not Likely
Built up:	☒ Over 75%	☐ 25-75%	☐ Under 25%		\$ (000)	(yrs)	2-4 Unit	5 %	☐ Likely * ☐ In Process *
Growth rate:	☐ Rapid	☒ Stable	☐ Slow		200	Low 1	Multi-Unit	5 %	* To:
Property values:	☐ Increasing	☒ Stable	☐ Declining		750	High 50	Comm'l	15 %	
Demand/supply:	☐ Shortage	☒ In Balance	☐ Over Supply		400	Pred 30	Vacant	10 %	
Marketing time:	☐ Under 3 Mos.	☒ 3-6 Mos.	☐ Over 6 Mos.				%		

Factors Affecting Marketability											
Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	☒	☐	☐	☐	☐	Adequacy of Utilities	☒	☐	☐	☐	☐
Convenience to Employment	☒	☐	☐	☐	☐	Property Compatibility	☒	☐	☐	☐	☐
Convenience to Shopping	☒	☐	☐	☐	☐	Protection from Detrimental Conditions	☒	☐	☐	☐	☐
Convenience to Schools	☒	☐	☐	☐	☐	Police and Fire Protection	☒	☐	☐	☐	☐
Adequacy of Public Transportation	☐	☐	☐	☐	☒	General Appearance of Properties	☒	☐	☐	☐	☐
Recreational Facilities	☐	☒	☐	☐	☐	Appeal to Market	☒	☐	☐	☐	☐

Market Area Comments: The subject is a hypothetical assembled site located in downtown Valdez, on Egan Drive, the main thoroughfare through downtown Valdez - considered a good location with good access and visibility. Approximately 120 air miles east of Anchorage, with access from the Richardson Highway or the Alaska Marine Ferry System. The site is considered have a good - central location, with all vehicles going through downtown Valdez passing in front of the subject site, with publicly maintained streets year round, and all public utilities to the site including water, sewer, telephone and electric - typical utilities for this type of site. Limited recent vacant land sales data is available in the area due to the relatively small market and lack of available vacant land inventory - historical sales analyzed and provide good overall support. The majority of lots in the downtown area are fully improved. The immediate neighborhood is considered a good location for various commercial uses, close to all the amenities of the City of Valdez, with good year round access and visibility. The site is cleared and ready for development . Appraised as if vacant and unimproved "As Is" and assumes the four individual lots are one site totaling 53,750 SF / 1.23 acres, with approx. 350' of Egan Ave. frontage, with virtually 100% useable site area.

Dimensions: Generally Rectangular (149' x 350' x 179' x 354')Site Area: 53,750 Sq.Ft.

Zoning Classification: General CommercialDescription: This zoning allows for many types of commercial uses. See addendum page for description of zoning and allowable uses.

Do present improvements comply with existing zoning requirements?☐ Yes☐ No☒ No Improvements

Uses allowed under current zoning: Multiple commercial uses. See addendum page for description of zoning and allowable uses. Appraised as if vacant and unimproved. Appraised "As Is"

Are CC&Rs applicable?☐ Yes☐ No☒ UnknownHave the documents been reviewed?☐ Yes☒ NoGround Rent (if applicable) \$ /

Comments:

Highest & Best Use as improved: ☐ Present use, or☒ Other use (explain) Commercial - mixed-use retail / office / commercial facility - see comments / summar

on addenda page. HBU as some sort of improvement that meets zoning criteria and benefits from good access & visibility.

Actual Use as of Effective Date: Vacant LandUse as appraised in this report: Vacant Land

Summary of Highest & Best Use: Subject consists of a **HYPOTHETICAL ASSEMBLED SITE** totaling approx. **53,750 SF / 1.23 Acres** - commercial zoning having good frontage, visibility and access along Egan Ave. in downtown Valdez, on the main thoroughfare through town, with dual access, all public utilities and level, generally rectangular lc all favorable attributes. The General Commercial zoning allows for multiple commercial uses, with approx. 350' of Egan frontage, with virtually 100% useable site area. HBU is some sort of improvement that meets zoning criteria and benefits from good access & visibility.

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	Egan Ave - downtown Valdez
Electricity	☒	☐	CVEA	Street	Paved - good visibility	☒	☐	Topography	Level site
Gas	☐	☐	None	Width	Typical / good			Size	53,750 SF / 1.23 Acre
Water	☒	☐	City of Valdez	Surface	Paved			Shape	generally rectangular
Sanitary Sewer	☒	☐	City of Valdez	Curb/Gutter	c/c / avg	☒	☐	Drainage	Assumed good
Storm Sewer	☒	☐	City of Valdez	Sidewalk	Yes	☒	☐	View	Avg+ / Mountains, City
Telephone	☒	☐	CVT	Street Lights	Yes	☒	☐	subject site	has good visibility & access
Multimedia	☐	☐	None	Alley	none	☐	☐		dual access

Other site elements: ☒ Inside Lot☐ Corner Lot☐ Cul de Sac☒ Underground Utilities☒ Other (describe) good location, visibility, access

FEMA Spec'l Flood Hazard Area ☐ Yes☒ NoFEMA Flood Zone XFEMA Map # 0200940138DFEMA Map Date 1/3/2019

Site Comments: The site currently consists of four adjacent lots owned by the City of Valdez. At the request of the client / owner, I am appraising the four sites as one larger assembled site totaling 53,750 SF / 1.23 Acres. - **Hypothetical Condition** of the appraisal. The subject makes up a generally level cleared site and is favorably located in the central business district of downtown Valdez, with dual frontage and access, good visibility and overall favorat site attributes. Appraised "As Is", as of 7/7/2023. There is little vacant land available in the downtown district, making the hypothetical subject site desirable in the marketplace. Intended use is to help establish a potential sale / list price for the assembled site.

GPLAND

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LAND APPRAISAL REPORT

File No.:

TRANSFER HISTORY

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): MLS, State of Alaska Recorders Office, Owner

1st Prior Subject Sale/Transfer

Analysis of sale/transfer history and/or any current agreement of sale/listing: No 36 month prior sale for subject. No sales of comps within the past 12 months discovered.

Date:

Price:

Source(s): Rec. Off.

The use of older sales in the analysis was unavoidable, and are typical in this sector of the more rural vacant land market due to lack of market activity, unique property characteristics, access, visibility, size, view, soils, etc., with general and specific locations and overall attributes of sites also playing a role in the value. Comps used in this report are considered good and provide a good estimate of market value.

2nd Prior Subject Sale/Transfer

Date:

Price:

Source(s):

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	<u>120 / 128 / 142 Egan Ave</u> <u>Valdez, AK 99686</u>	<u>137 Egan Ave</u> <u>Valdez, AK 99686</u>		<u>118 S Meals Ave</u> <u>Valdez, AK 99686</u>		<u>109 Meals Ave</u> <u>Valdez, AK 99686</u>	
Proximity to Subject		<u>0.06 miles NW</u>		<u>0.07 miles E</u>		<u>0.02 miles E</u>	
Sale Price	\$		\$ <u>280,000</u>		\$ <u>160,000</u>		\$ <u>273,050</u>
Price/ Sq.Ft.	\$	\$ <u>7.54</u>		\$ <u>4.24</u>		\$ <u>10.00</u>	
Data Source(s)	<u>State of AK</u>	<u>State of AK, MLS, Buyer</u>		<u>MLS, Rec. Off., Buyer</u>		<u>MLS, Rec. Off., Buyer</u>	
Verification Source(s)	<u>Rec. Office</u>	<u>AK Rec. Office</u>		<u>AK Rec. Office</u>		<u>AK Rec. Office</u>	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+ (-) % Adjust	DESCRIPTION	+ (-) % Adjust	DESCRIPTION	+ (-) % Adjust
Sales or Financing Concessions	<u>N/A</u>	<u>Conv</u>		<u>Conv.</u>		<u>Cash</u>	
		<u>None Noted</u>		<u>None Noted</u>		<u>None Noted</u>	
Date of Sale/Time	<u>N/A</u>	<u>12/20</u>		<u>01/20</u>		<u>10/19</u>	
Rights Appraised	<u>Fee Simple</u>	<u>Fee Simple</u>		<u>Fee Simple</u>		<u>Fee Simple</u>	
Location	<u>Good/dwntwnVDZ</u>	<u>Good/dwntwnVDZ</u>		<u>Avg+/dwntwnVDZ+10%</u>	<u>+10</u>	<u>Good/corner-Sup</u>	<u>-10</u>
Site Area (in Sq.Ft.)	<u>53,750</u>	<u>37,150</u>		<u>37,736</u>		<u>27,305</u>	
Zoning	<u>CBD / good</u>	<u>CBD / Similar</u>		<u>Gen. Comm. / sim</u>		<u>Gen. Comm. / sim</u>	
Site attributes:	<u>Good visibility</u>	<u>Good/Similar</u>		<u>Good/Similar</u>		<u>Good Corner/Sim</u>	
Utilities	<u>E,T,W,S</u>	<u>E,T,W,S</u>		<u>E,T,W,S</u>		<u>E,T,W,S</u>	
Lot Chx. / improvements	<u>Level, cleared</u>	<u>Level,Clear/Similar</u>		<u>Level,Clear/Similar</u>		<u>Sim. size</u>	
Overall Adjusted \$/SF	<u>Adj. are in % of SP</u>	<u>Adj. - \$7.54/SF</u>		<u>Adj. - \$4.66/SF</u>		<u>Adj. - \$9.00/SF</u>	
Net Adjustment (Total, in \$)		☐ + ☐ - \$		☒ + ☐ - \$	<u>16,000</u>	☐ + ☒ - \$	<u>-27,305</u>
Net Adjustment (Total, in % of S.P.)					<u>(10 % of S.P.)</u>		<u>(-10 % of S.P.)</u>
Adjusted Sale Price (in \$)		\$ <u>280,000</u>		\$ <u>176,000</u>		\$ <u>245,745</u>	

Summary of Sales Comparison Approach

I have reviewed the most recent, most applicable vacant land transactions in the downtown Valdez market for sales that could compete with the subject, with the four most applicable comparables discovered analyzed in the sales comparison grid. I had to expand my search parameters (date of sale, site size, zoning, location) due to the lack of recent sales of similar commercially viable properties in the downtown area, and after adjustments, the data provide good data for analysis. Percentage adjustments were necessary to reflect the differing attributes, adjustments as follows: S-2 received a 10% location adjustment to reflect slightly inferior location just south of the downtown district, with a -10% adjustment to S-3 to reflect its superior corner location on the southwest corner of Meals & Egan - very good location. The overall adjusted SP of the comparables provides and additional good indicator; however, due to the varying sizes of the comparables, and slightly larger assembled site, the overall adjusted average \$/SF is considered a better indicator, considered a supportive indicator for a value range of the subject site. The concluded value will be above the mid-range as the subject parcel is one of the better positioned parcels in downtown Valdez, a larger than average site allowing for more development opportunities, and has good overall site characteristics. The concluded adjusted \$/SF range is about \$4.05/SF to \$9.00/SF, overall average of about \$6.30/SF. Final value above the mid-range considering all of the favorable attributes, more weight given to S-1 - directly across the street - concluded \$/SF range of \$7.00/SF to \$7.50/SF = \$375,000 to \$400,000 - **Final Value of \$390,000 well supported.**

PUD

PROJECT INFORMATION FOR PUDs (if applicable)

☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

N/A

Describe common elements and recreational facilities:

None - Vacant Lot

RECONCILIATION

Indicated Value by: Sales Comparison Approach \$

390,000

Final Reconciliation

The four comparables of very similar vacant sites in the downtown Valdez area provide good support for the subjects concluded value, and after adjusting for various attributes, provide good overall support for the final value conclusion of \$390,000 -- well supported.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions:

Appraised "As Is", with a hypothetical condition that the subject consists of one parcel totaling 53,750 SF - made up of Lots 4A, 6, 7, 9B, Block 33, MINERAL CREEK - assumed parcel will be subdivided.

☒ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is:

\$ 390,000, as of: 7/7/2023, which is the effective date of this appraisal.

If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 19 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:

☒ Limiting cond./Certifications

☐ Narrative Addendum

☒ Location Map(s)

☐ Flood Addendum

☐ Additional Sales

☒ Photo Addenda

☒ Parcel Map

☒ Hypothetical Conditions

☐ Extraordinary Assumptions

☐

SIGNATURES

Client Contact: Nicole LeRoy

Client Name: City of Valdez - Nicole LeRoy

E-Mail: NLeRoy@ValdezAK.Gov

Address: P.O. Box 307, Valdez, AK 99686

APPRaiser



Appraiser Name: Clint Lentfer, MBA, SRA

Company: Alaska Appraisal & Consulting Group

Phone: (907) 677-7701 Fax: _____

E-Mail: clint@akacg.com

Date of Report (Signature): 08/15/2023

License or Certification #: 506 State: AK

Designation: SRA

Expiration Date of License or Certification: 06/30/2025

Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)

Date of Inspection: 7/7/2023

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name: _____

Company: _____

Phone: _____ Fax: _____

E-Mail: _____

Date of Report (Signature): _____

License or Certification #: _____ State: _____

Designation: _____

Expiration Date of License or Certification: _____

Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect

Date of Inspection: _____

GP LAND

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Form GPLND - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

3/2007

45

ADDITIONAL COMPARABLE SALES

File No.:

[illegible]

Subject Photo Page

Borrower	City of Valdez - Nicole LeRoy				
Property Address	120 / 128 / 142 Egan Ave				
City	Valdez	County	Valdez	State	AK Zip Code 99686
Lender/Client	City of Valdez - Nicole LeRoy				



Subject Site

120 / 128 / 142 Egan Ave
Sales Price
G.L.A.
Tot. Rooms
Tot. Bedrms.
Tot. Bathrms.
Location Good/dwntwnVDZ
View
Site 53,750
Quality
Age

Looking north



Subject Site

Looking east



Subject Site - Aerial

Subject Photos

Borrower	City of Valdez - Nicole LeRoy				
Property Address	120 / 128 / 142 Egan Ave				
City	Valdez	County	Valdez	State	AK Zip Code 99686
Lender/Client	City of Valdez - Nicole LeRoy				



Subject site on right - looking east along Egan Ave.



Subject site - location of previous building / looking west



Subject site - back of site, looking north towards Egan Ave



Subject site - looking east



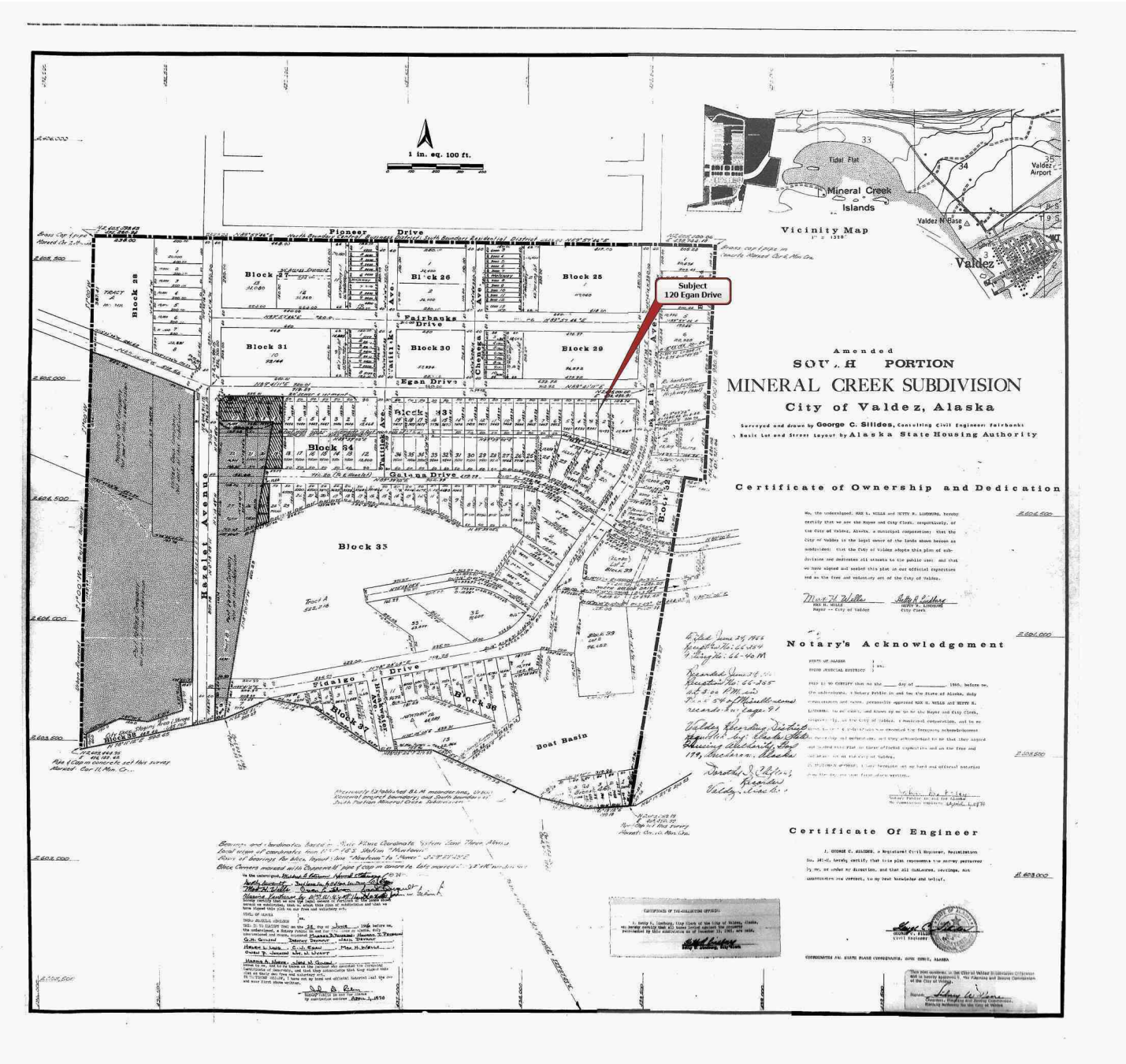
Property line, East



Property line, West

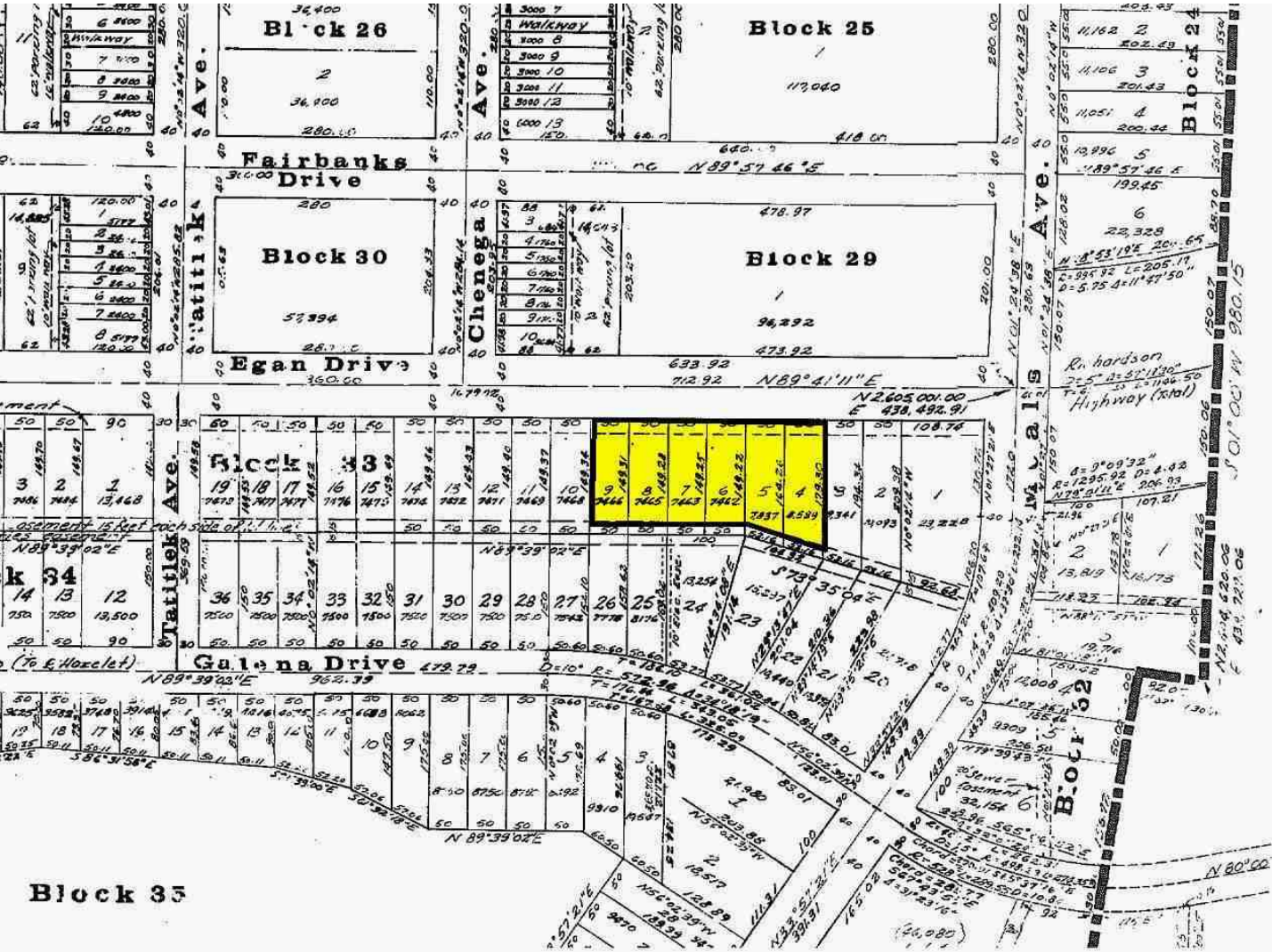
Plat Map

Borrower	City of Valdez - Nicole LeRoy			
Property Address	120 / 128 / 142 Egan Ave			
City	Valdez	County	Valdez	State AK Zip Code 99686
Lender/Client	City of Valdez - Nicole LeRoy			



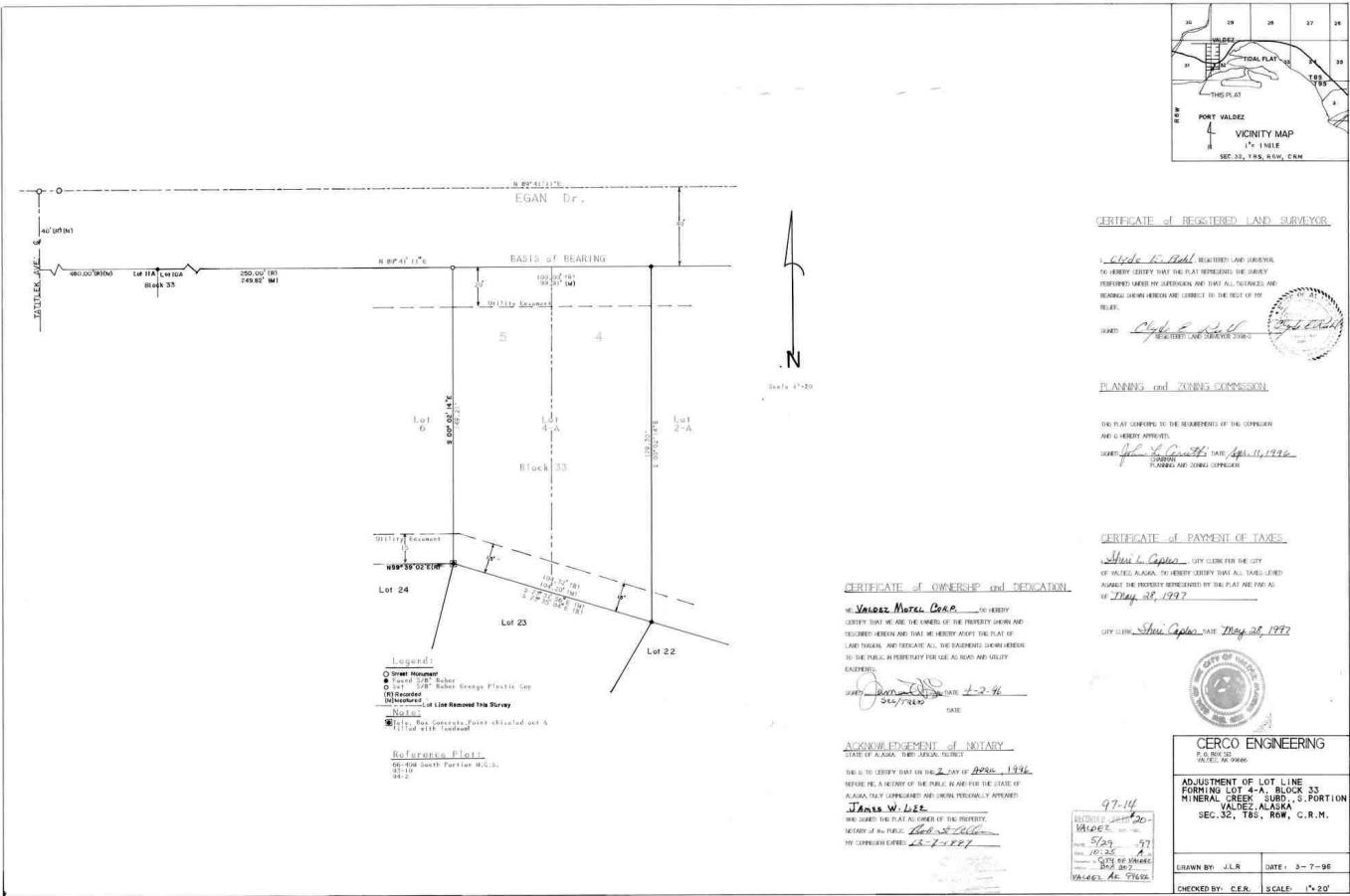
Plat Map - Close up

Borrower	City of Valdez - Nicole LeRoy			
Property Address	120 / 128 / 142 Egan Ave			
City	Valdez	County	Valdez	State AK Zip Code 99686
Lender/Client	City of Valdez - Nicole LeRoy			



Lot 4A - Plat Map

Borrower	City of Valdez - Nicole LeRoy			
Property Address	120 / 128 / 142 Egan Ave			
City	Valdez	County	Valdez	State AK Zip Code 99686
Lender/Client	City of Valdez - Nicole LeRoy			



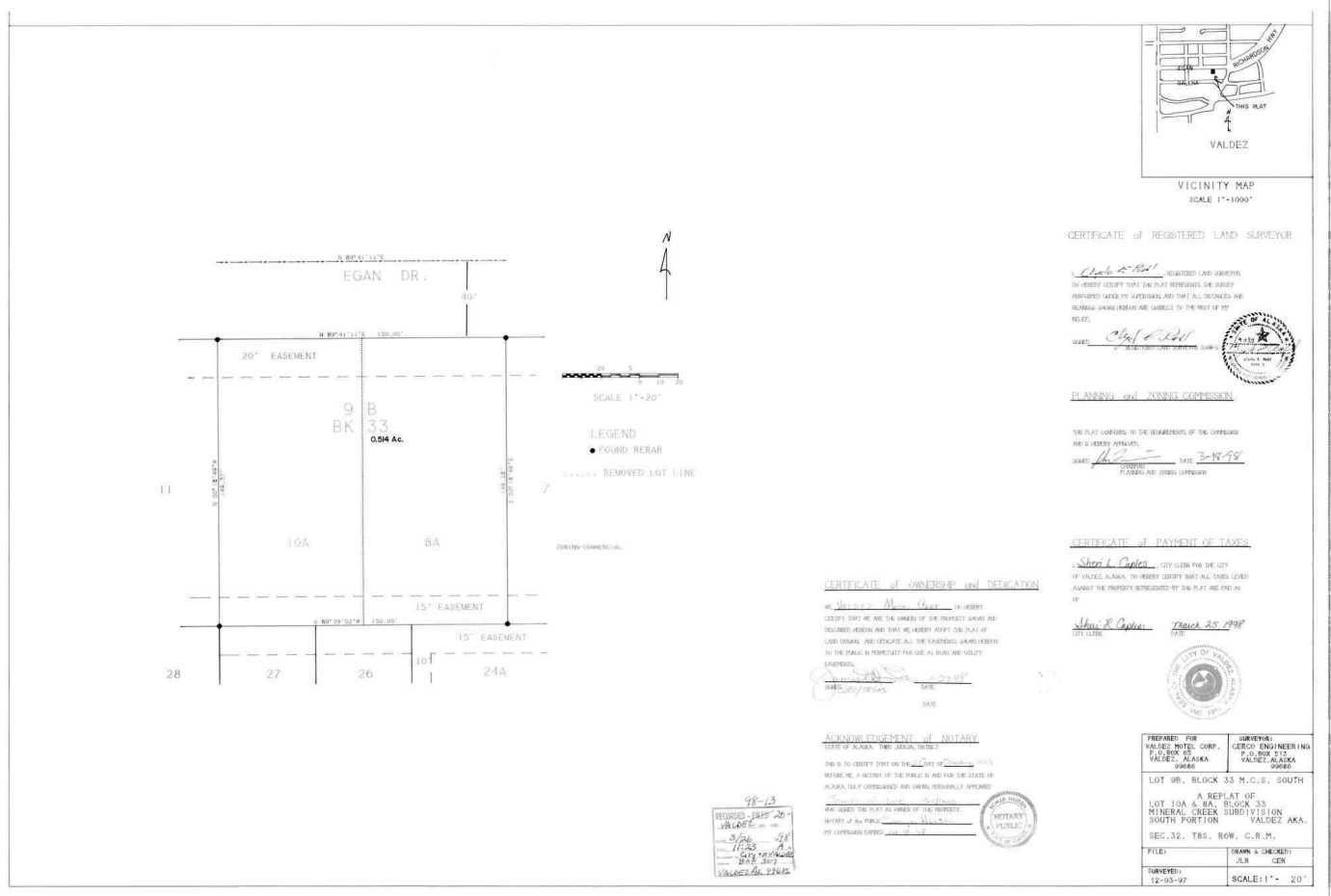
Lot 4A - Plat Map - Close up

Borrower	City of Valdez - Nicole LeRoy				
Property Address	120 / 128 / 142 Egan Ave				
City	Valdez	County	Valdez	State	AK
				Zip Code	99686
Lender/Client	City of Valdez - Nicole LeRoy				



9B Plat Map

Borrower	City of Valdez - Nicole LeRoy						
Property Address	120 / 128 / 142 Egan Ave						
City	Valdez	County	Valdez	State	AK	Zip Code	99686
Lender/Client	City of Valdez - Nicole LeRoy						



9B Plat Map - Close-up

Borrower	City of Valdez - Nicole LeRoy				
Property Address	120 / 128 / 142 Egan Ave				
City	Valdez	County	Valdez	State	AK
				Zip Code	99686
Lender/Client	City of Valdez - Nicole LeRoy				



Location Map

Borrower	City of Valdez - Nicole LeRoy				
Property Address	120 / 128 / 142 Egan Ave				
City	Valdez	County	Valdez	State	AK
Lender/Client	City of Valdez - Nicole LeRoy				
				Zip Code	99686



Supplemental Addendum					File No.
Borrower	City of Valdez - Nicole LeRoy				
Property Address	120 / 128 / 142 Egan Ave				
City	Valdez	County	Valdez	State	AK Zip Code 99686
Lender/Client	City of Valdez - Nicole LeRoy				

Chapter 17.30 - ZONING

G GENERAL COMMERCIAL DISTRICT - CITY OF VALDEZ

17.30.010 Intent. The G (general commercial) district is served by the major and essential utilities of sewer, water and electricity and is intended to include those areas which are heavily exposed to automobile traffic. The district is intended specifically for those areas surrounding major intersections where personal services, convenience goods and auto-related service facilities are desirable and appropriate land uses. The extension of the G district commercial uses along arterials in a “strip” fashion is discouraged

Highest and Best Use Summary

The highest and best use of the site is to hold the site "As Is" until such time that land values in the area warrant development of a commercial / retail development that benefits from its good location, and then develop with a building that fits the owners needs. Highest and best use is to assemble the four separate parcels and hold until development is feasible. The larger lot offers more potential development options, coupled with the good frontage and access along Egan Ave. - the subject is one of the more favorable lots in the downtown Valdez district.

Scope of Work, Appraisal Development and Reporting Process:

In preparing this appraisal, the appraiser:

- Inspected the subject property.
- Reviewed available records, plans, plats, photographs, etc.
- Reviewed available cost, market and income information.
- Applied the best available approaches to arrive at an indication of value.

This vacant land appraisal report is a brief recapitulation of the available data, analyses, and conclusions. Supporting data and additional records are located in the appraiser’s files. I have personally inspected the property, and to the best of my knowledge and belief, all information and estimates of value contained in this report are true and correct. No pertinent information is knowingly or willfully withheld. The certification and limiting conditions and assumptions contained herein are an integral part of this report. The retention or use of this appraisal signifies acceptance of all limiting conditions and assumptions as specified herein. The report is intended to meet the current Uniform Standards of Professional Appraisal Practice as formulated by the Appraisal Foundation and conforms to Appraisal Standards.

Comparable Photo Page

Borrower	City of Valdez - Nicole LeRoy					
Property Address	120 Egan Ave					
City	Valdez	County	Valdez	State	AK	Zip Code 99686
Lender/Client	City of Valdez - Nicole LeRoy					



Comparable 1

137 Egan Ave	
Prox. to Subject	0.06 miles NW
Sale Price	280,000
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Good/dwntwnVDZ
View	
Site	37,150
Quality	
Age	

Comp Photo from Valdez GIS



Comparable 2

118 S Meals Ave	
Prox. to Subject	0.07 miles E
Sale Price	160,000
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Avg+dwntwnVDZ+10%
View	
Site	37,736
Quality	
Age	

Comp Photo from Valdez GIS



Comparable 3

109 Meals Ave	
Prox. to Subject	0.02 miles E
Sale Price	273,050
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Good/corner-Sup
View	
Site	27,305
Quality	
Age	

Comp Photo from Valdez GIS

Comparable Photo Page

Borrower	City of Valdez - Nicole LeRoy					
Property Address	120 Egan Ave					
City	Valdez	County	Valdez	State	AK	Zip Code 99686
Lender/Client	City of Valdez - Nicole LeRoy					



Comparable 4

1500 W Egan Ave
Prox. to Subject 1.32 miles W
Sale Price 53,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Avg/west dwntwn
View
Site 21,780
Quality
Age

Comp Photo from Valdez GIS

Comparable 5

Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Comparable 6

Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4. I have NOT performed services as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- 5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- 9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
- 10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: 120 / 128 / 142 Egan Ave, Valdez, AK 99686

APPRAISER:

Signature: 
Name: Clint Lentfer, MBA, SRA
Title: SRA
State Certification #: 506
or State License #:
State: AK Expiration Date of Certification or License: 06/30/2025
Date Signed: 08/15/2023

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
Name: _____
State Certification #: _____
or State License #: _____
State: _____ Expiration Date of Certification or License: _____
Date Signed: _____
☐ Did ☐ Did Not Inspect Property

Borrower	City of Valdez - Nicole LeRoy			File No.
Property Address	120 / 128 / 142 Egan Ave			
City	Valdez	County	Valdez	State AK Zip Code 99686
Lender/Client	City of Valdez - Nicole LeRoy			

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ Appraisal Report

(A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ Restricted Appraisal Report

(A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 3-6 months

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

None.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, I, Clint Lentfer have completed the Standards and Ethics Education Requirement of the Appraisal Institute for Designated Members. The client identified in this report may disclose or provide this appraisal report as required by law or regulation and as necessary to complete or consider the event or transaction for which the appraisal was requested by the client. The appraisers consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media). Receipt of this appraisal report by any party not identified as the client or intended user shall not entitle that recipient to rely on the appraisal for any purpose or to use the appraisal in any manner other than for the intended use by intended users identified in this report.

I have not performed services as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

APPRAISER:



Signature: _____

Name: Clint Lentfer, MBA, SRA

SRA

State Certification #: 506

or State License #: _____

State: AK Expiration Date of Certification or License: 06/30/2025

Date of Signature and Report: 08/15/2023

Effective Date of Appraisal: 7/7/2023

Inspection of Subject: ☐ None ☒ Interior and Exterior ☒ Exterior-Only

Date of Inspection (if applicable): 7/7/2023

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____

Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): _____

CITY OF VALDEZ, ALASKA

RESOLUTION #23-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, DIRECTING THE CITY MANAGER TO PREPARE A REQUEST FOR PROPOSALS FOR THE LEASE OR NEGOTIATED SALE AND DEVELOPMENT OF LOTS 4A, 6-7, AND 9B, BLOCK 33, MINERAL CREEK SUBDIVISION

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

WHEREAS, the Economic Diversification Commission voted to recommend the posting of a Request for Proposal for the sale of said parcels at their regular meeting on September 21, 2022; and

WHEREAS, the City Council seeks to encourage development within downtown Valdez through the negotiated sale or lease of said parcels, as discussed at their regular meetings on June 6, 2023, and July 18, 2023; and

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

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

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

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

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

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

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

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

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

Section 3. The City Manager, or their designee, is hereby authorized to prepare a request for proposals (RFP) for the negotiated lease or sale of said parcels.

Section 4. The RFP for the parcels shall require proposals to include the following items:

- Proposed Business Development Plan
- Reasonable Timeline of Project Phases
- Summary of Benefits to the Valdez public
- Detailed Master Plan
- Details of Financial Capability and Sustainability
- Description of Alignment with the 2021 Valdez Comprehensive Plan (Plan Valdez)
- Proposed Purchase Price or Lease Terms

Section 5. The City of Valdez reserves the right to accept or reject any or all proposals received during the RFP process.

Section 6. Upon acceptance of a proposal, the City Council may direct the City Manager or designee to negotiate a sale price for the land. Such terms and agreement shall establish development requirements and a timeline and shall require subsequent approval by the City Council by resolution passed by not less than six affirmative votes, pursuant to VMC 4.04.070.

Section 7. Approval of this resolution shall require not less than six affirmative votes of the city council.

Section 8. Following passage by the city council this resolution shall be posted on the official city bulletin board for a period of not less than 30 days.

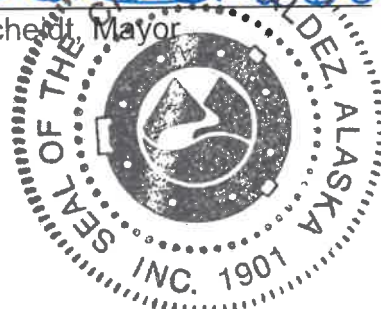
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 5th day of September, 2023.

CITY OF VALDEZ, ALASKA


Sharon Schmidt, Mayor

ATTEST:


Sheri L. Pierce, MMC, City Clerk





Legislation Text

File #: ORD 25-0012, **Version:** 1

ITEM TITLE:

#25-12 - Authorizing an Amendment to the Zoning Map to Effect a Change to Tract C-1, ASLS 79-116, Plat 2002-13 to Heavy Industrial. Second Reading. Adoption.

SUBMITTED BY: Bruce Wall, Senior Planner

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Ordinance 25-12 in second reading for adoption.

SUMMARY STATEMENT:

Knik Construction has applied to rezone 1001 Airport Road (Tract C-1, ASLS 79-116, Plat 2002-13) to Heavy Industrial (HI). The official zoning map indicates that this property is currently zoned Public Lands (P).

The Planning and Zoning Commission held a public hearing on this matter on September 24, 2025, and approved a recommendation to the city council to approve the requested rezone.

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

CITY OF VALDEZ, ALASKA

ORDINANCE #25-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA
AUTHORIZING AN AMENDMENT TO THE ZONING MAPS TO EFFECT A
CHANGE ON TRACT C-1, ASLS 79-116, PLAT 2002-13 TO HEAVY INDUSTRIAL

WHEREAS, Knik Construction has requested a gravel lease on the subject property from the City, the owner of the property; and

WHEREAS, Knik Construction has submitted an application to change the zoning district of the property; and

WHEREAS, the official zoning map indicates that the subject property is currently zoned Public Lands; and

WHEREAS, Knik Construction desires to rezone said property from Public Lands to Heavy Industrial; and

WHEREAS, changing the zoning district on this property to Heavy Industrial is consistent with the comprehensive plan; and

WHEREAS, the Planning & Zoning Commission held a public hearing on this matter on September 24, 2025; and recommends that the city council approve this rezone based on findings of staff.

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

Section 1: The Zoning Maps of the City of Valdez, Alaska are hereby amended to effect a change to Tract C-1, ASLS 79-116, Plat 2002-13 from Public Lands to Heavy Industrial.

Section 2: This ordinance becomes effective immediately upon adoption by the city council.

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

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

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



ZONING MAP AMENDMENT (REZONE) APPLICATION

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

Office Use Only

Application _____ Date Received 8/28/2025
Initials BW _____

APPLICANT INFORMATION

Name Troy Gray - Knik Construction
Phone 907-545-0578
Email tgray@lynden.com
Mailing Address 6520 Kulis Dr. Anchorage, AK 99502

PROPERTY INFORMATION

Property Address 1001 Airport Rd. Valdez, AK 99686
Legal Description TRACT C1 ASLS 79-116
Current Zoning Public Lands
Requested Zoning Heavy industrial
Comprehensive Plan _____
Place Type Industrial Hub

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

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

APPLICANT SIGNATURE Troy Gray **DATE** 8-28-25

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

ADDITIONAL INFORMATION

Forms may be emailed to communitydevelopment@valdezak.gov or dropped off at the Community Development window in City Hall.

To submit via mail, send to the following address:

Community Development Department
City of Valdez
PO Box 307
Valdez, AK 99686

QUESTIONS?

Call the City of Valdez Community Development Department at **907-834-3401** or email communitydevelopment@valdezak.gov



Knik Construction Co., Inc.
6520 Kulis Drive
Anchorage, AK 99502
Phone: (907) 245-1865

Rezoning Application Narrative

Site Location and Surrounding Uses

Knik Construction requests rezoning of Tract C1 ASLS 79-116, a 14.4-acre parcel, from Public Lands to Heavy Industrial. The site is located off Airport Road, approximately 2,000 feet southeast of Valdez Runway 24. Surrounding areas are primarily used for gravel operations and other industrial activities.

Historical Uses

This parcel, the northern portion of the former Harris Sand and Gravel/City of Valdez Gravel Pit, has been used for heavy industrial purposes for over 20+ years. Activities include gravel extraction, processing, stockpiling, and scaling to meet local market needs, including asphalt rock and pavement production via an ADEC-permitted asphalt plant.

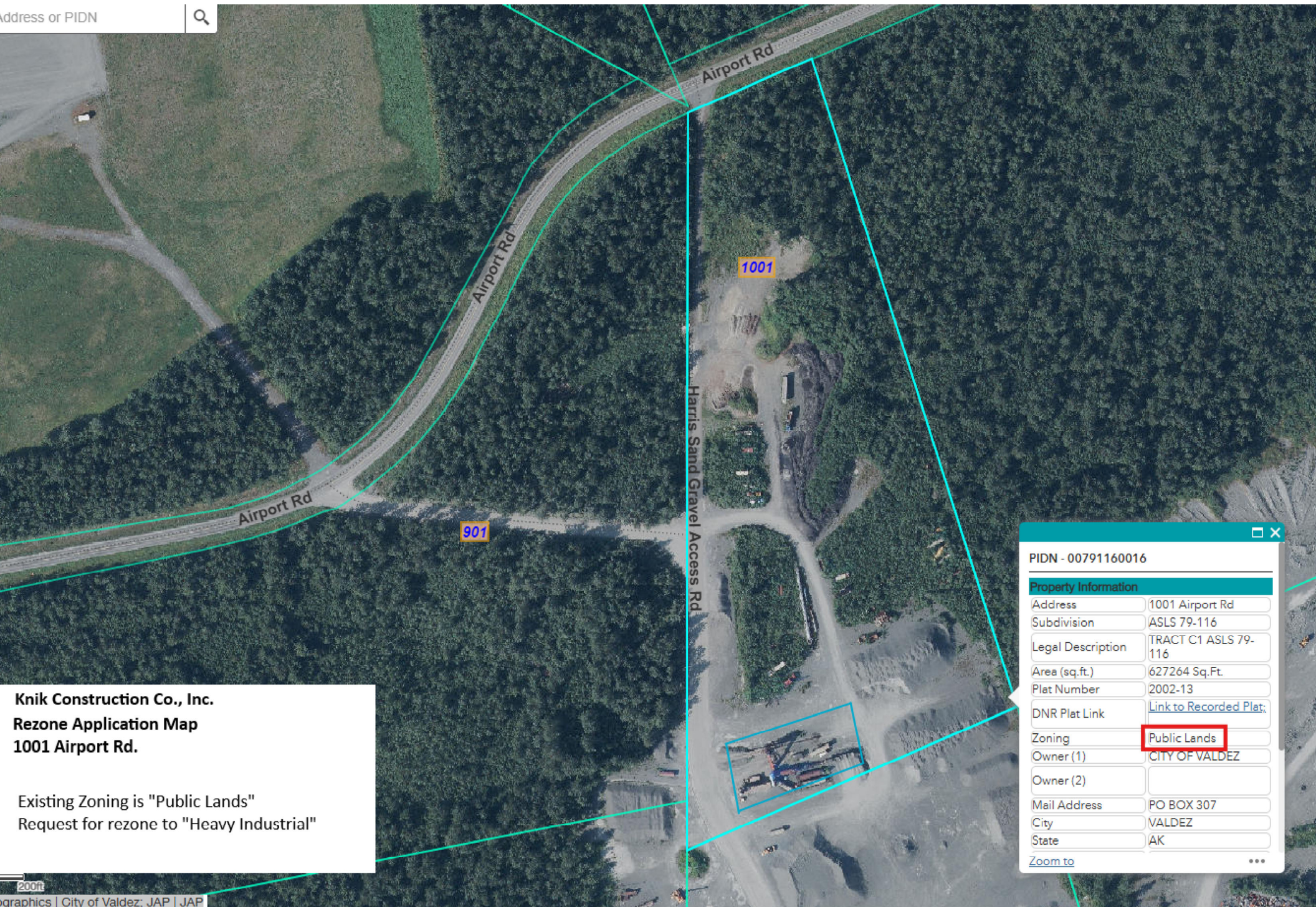
Benefits of Rezoning

Rezoning to Heavy Industrial will enhance operational efficiency by co-locating critical components—gravel extraction, crusher plant, asphalt plant stockpiles, and feeder bins—reducing costs and improving material quality for asphalt production.

Environmental Features

Rezoning will support operations, primarily asphalt production, under strict environmental compliance. Required permits include:

- ADEC MG3 Air Permit (asphalt plant)
- ADEC MG9 Air Permit (rock crusher)
- ADEC MSGP Stormwater Permit (site-wide operations)
- ADNR Reclamation Plan and Bond (post-extraction reclamation)
- SOA SPCC Plan (spill prevention for fuel and hazardous liquids)



Knik Construction Co., Inc.
Rezone Application Map
1001 Airport Rd.

Existing Zoning is "Public Lands"
Request for rezone to "Heavy Industrial"

PIDN - 00791160016

Property Information

Address	1001 Airport Rd
Subdivision	ASLS 79-116
Legal Description	TRACT C1 ASLS 79-116
Area (sq.ft.)	627264 Sq.Ft.
Plat Number	2002-13
DNR Plat Link	Link to Recorded Plat;
Zoning	Public Lands
Owner (1)	CITY OF VALDEZ
Owner (2)	
Mail Address	PO BOX 307
City	VALDEZ
State	AK

[Zoom to](#)

...



Rezone Request from Public Lands (P) to Heavy Industrial (HI)



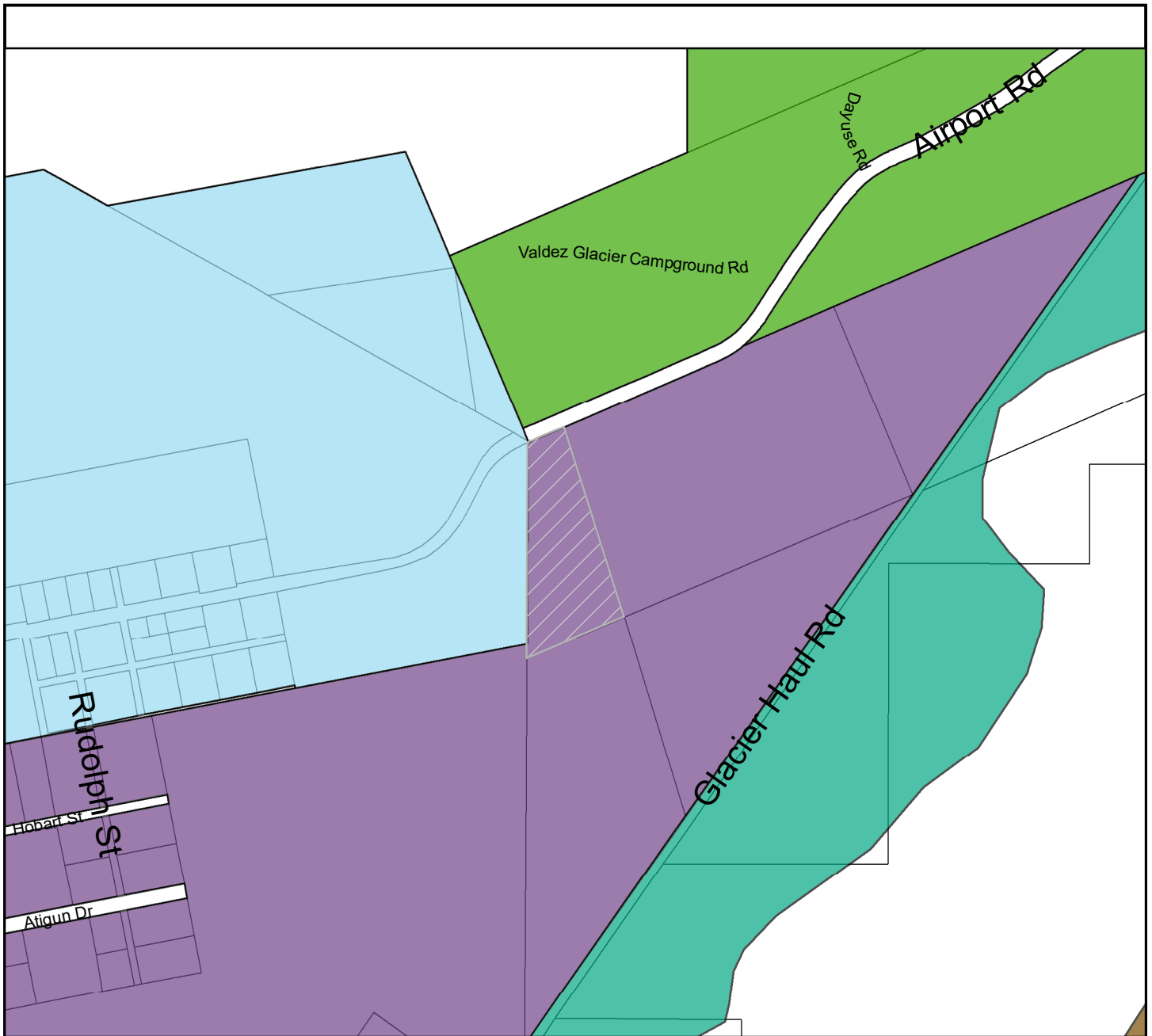
0 250 500 1,000 Feet

Date: 9/3/2025

Author: Community Development Department

Legend

-  Subject Property
-  Parcels



Rezone Request from Public Lands (P) to Heavy Industrial (HI)

Legend

 Subject Property

Comprehensive Plan Place Type

 Industrial Hub

 Valdez Airport

 Recreation

 Conservation

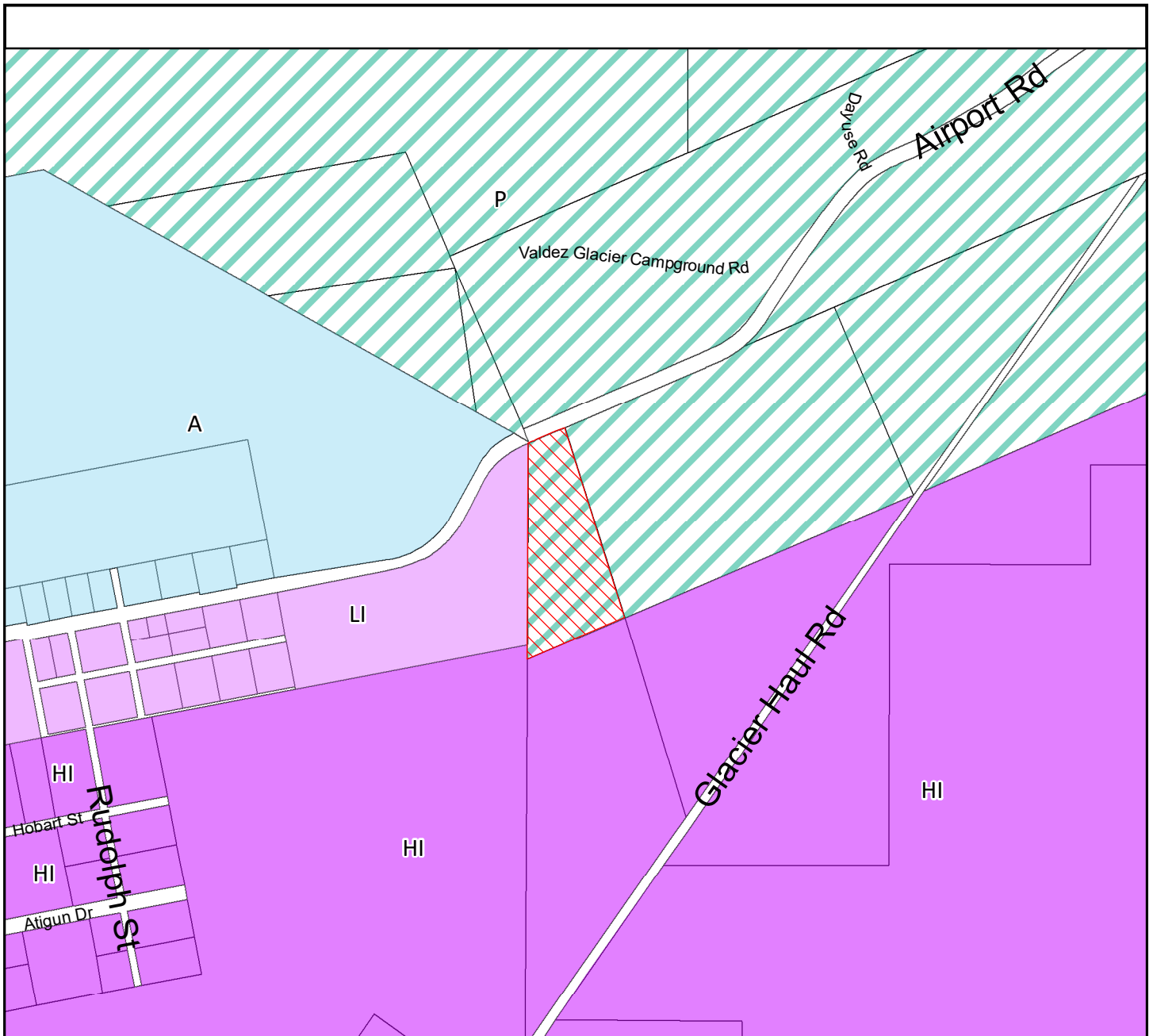
 Destination Resort Overlay - Future Residential



0 500 1,000 2,000 Feet

Date: 9/3/2025

Author: Community Development Department



Rezone Request from Public Lands (P) to Heavy Industrial (HI)

Legend

 Subject Property

Current Zoning

 Light Industrial (LI)

 Heavy Industrial (HI)

 Public Lands (P)

 Airport District (A)



0 500 1,000 2,000 Feet

Date: 9/3/2025

Author: Community Development Department



Rezone – Knik Construction – Staff Report

Date: October 7, 2025
To: City Council
From: Bruce Wall, Senior Planner

General Information

Applicant:	Knik Construction
Property Owner:	City of Valdez
Property Address:	1001 Airport Road
Legal Description:	Tract C-1, ASLS 79-116, Plat 2002-13
Current Zoning District:	Public Lands (P)
Proposed Zoning District:	Heavy Industrial (HI)
Comp. Plan Place Type:	Industrial Hub
Vicinity Zoning:	
East:	Public Lands (P)
West:	Light Industrial (LI) and Airport (A)
North:	Public Lands (P)
South:	Heavy Industrial (HI)
Access:	Airport Road

VMC 17.52.010 states:

The HI district is intended for industrial development, including heavy manufacturing, shipping terminals, natural resource extraction and other processes or operations which involve one or more of the following: employs large numbers of workers, heavy truck traffic, significant environmental effects or large-volume public water or sewer service or storage of hazardous materials under a conditional use permit. Limited recreation (including motorized sports facilities) is allowed.

VMC 17.20.010 states:

The P (public lands) district is intended to contain major open space areas, watershed management areas and major public and quasi-public, recreational, educational and institutional uses. Private, commercial recreational uses that are

open to the public are also intended for this district, including private lands and uses that are essentially public in character and of specific value to the entire community.

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

Application Description

The property proposed for a rezone is 14.4 acres located on the south side of Airport Road, one mile east of the airport terminal. For the past 23 years this property was part of a gravel lease to Harris Sand and Gravel, Inc. and was being utilized to support the gravel extraction on the adjacent parcel. Harris Sand and Gravel has indicated that they do not wish to renew the gravel lease.

Knik Construction acquired Harris Sand and Gravel in September 2025 and has applied for a gravel lease and has indicated that they wish to extract material from both parcels. They have also indicated that they would like to place an asphalt plant on the subject property. However, asphalt plants are not an allowed use in the Public Lands zoning district. Asphalt plants are a permitted use in the Heavy Industrial zoning district.

It is anticipated that Knik Construction will also submit a conditional use permit application for material resource extraction on the subject property.

Environmental Conditions

The applicant's narrative states, *"Rezoning will support operations, primarily asphalt production, under strict environmental compliance."*

The property is relatively flat with stockpiles of gravel and a stockpile of used asphalt. There are not any mapped Special Flood Hazard Areas on the property or mapped wetlands. A Phase I environmental assessment was conducted on the property that revealed some Recognized Environmental Conditions (RECs) on the property; specifically, soil staining associated with above-ground storage containers being used for petroleum products. These RECs are in the process of being remediated.

VMC 17.12.080(E)(7)

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

Proposed Findings & Conclusions

1. Procedure.

- a) On August 28, 2025 the Community Development Department received a rezone application from Knik Construction to change the zoning on the subject property to Heavy Industrial.
- b) The Community Development Department reviewed the application and determined that it was complete, in accordance with VMC 17.12.080(E)(1).
- c) A public hearing was scheduled for September 24, 2025, to consider the zoning change.
- d) Notice of the meeting was published in the Copper River Record on September 11, 2025, and September 18, 2025.
- e) Notice of the publication was published in KVAK's e-blast newspaper on September 8, 2025, and September 15, 2025.
- f) Notice of the meeting was published on the City of Valdez website on September 11, 2025, in accordance with VMC 17.12.080(E)(5) and 17.12.160(C)(1).
- g) Notice of the meeting was mailed on September 10, 2025, to the 2 property owners within 300 feet of the subject property, in accordance with VMC 17.12.080(E)(5) and 17.12.160(C)(2).
- h) A document holder was posted on Airport Road with public notice flyers on September 10, 2025, in accordance with VMC 17.12.080(E)(5) and 17.12.160(C)(3).
- i) A public hearing was conducted on September 24, 2025. Following the hearing the commission approved a recommendation to the city council to approve the zoning change and adopt the findings recommended by staff.

2. Consistency with the Comprehensive Plan and its goals and policies. VMC 17.12.080(C)(2) and 17.12.080(E)(4)(b)

- a) Goal 2.1, Action E in Plan Valdez, the comprehensive plan for the City of Valdez, is, "*Rezone parcels to align with the Future Land Use Map.*"
- b) VMC 17.04.030(A) states, "*The comprehensive plan of the city of Valdez is the primary policy document to guide land use ... decisions within the city.*"
- c) VMC 17.04.030(B) states, "*The comprehensive plan shall provide guidance for actions including, but not limited to, rezoning as referenced herein.*"
- d) The Future Land Use Map depicts the subject property within the Industrial Hub place type.
- e) Heavy industrial is listed as primary land use in the Industrial Hub place type.
- f) The proposed rezone is consistent with the Industrial Hub place type depicted on the future land use map for the subject property.

3. Potential impact on public services. VMC 17.12.080(C)(2) and 17.12.080(E)(4)(c)

- a) There are not any anticipated impacts on public services associated with the rezone of this property.



Legislation Text

File #: ORD 25-0013, **Version:** 1

ITEM TITLE:

#25-13 - Amending Chapter 8.20 of the Valdez Municipal Code Titled Nuisances. Second Reading. Adoption.

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

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Approve Ordinance 25-13 in second reading for adoption.

SUMMARY STATEMENT:

Ordinance #25-13 provides amendments to Chapter 8.20 of the Valdez Municipal Code titled Nuisances for the purpose of providing clear process for nuisance abatement.

CITY OF VALDEZ, ALASKA

ORDINANCE #25-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA AMENDING CHAPTER 8.20 OF THE VALDEZ MUNICIPAL
CODE TITLED NUISANCES

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

Section 1: Chapter 8.20 of the Valdez Municipal Code is hereby amended to
read as follows:

CHAPTER 8.20
NUISANCES

Sections:

- 8.20.010 Definitions.
- 8.20.015 Inspections.
- 8.20.020 Nuisances designated—Acts prohibited.
- 8.20.030 Enumerated—Acts prohibited in all zones.
- 8.20.040 ~~Enumerated—Acts prohibited in all zones except heavy and special industrial.~~
- 8.20.040 Junk vehicles.
- 8.20.050 Noise.
- 8.20.060 Emission of smoke.
- 8.20.070 Escape of soot, cinders, etc.
- 8.20.080 Voluntary compliance agreements.
- 8.20.090 Abatement—Commencement of proceedings.
- 8.20.100 Abatement—Standards to be followed.
- 8.20.110 Abatement—Notice and order.
- 8.20.120 Abatement—Notice and order—Recordation.
- 8.20.130 Abatement—Notice and order—Extension of time limit.
- 8.20.140 Abatement—Notice and order—Posting.
- 8.20.150 Abatement—Enforcement of order—Generally.
- 8.20.170 ~~Abatement—Enforcement of order—Procedure—Costs.~~
- 8.20.160 Abatement—Enforcement of order—Interference prohibited.
- 8.20.190 ~~Abatement—Recovery of costs.~~
- 8.20.170 Abatement—Appeal.
- 8.20.180 Appeal to the city council acting as the board of appeals.
- 8.20.190 Appeal to superior court.
- 8.20.200 Summary abatement.
- 8.20.210 Abatement – Recovery of costs.
- 8.20.220 Remedies.
- 8.20.230 Minor offense fine schedule.
- 8.20.240 Civil fines.

§ 8.20.010. Definitions. (Ord. 19-02 § 1 (part))

- A. "Abandoned vehicle" — means a motor vehicle left unattended, standing, parked upon or within ten feet of the traveled portion of a public roadway, or a public right-of-way, for a period in excess of forty-eight hours, upon private property without the consent of the owner in excess of twenty-four hours, or upon other public property for more than thirty days without the consent of the owner or person in charge of the property.
- B. "Abatement official" — shall mean the city manager, ~~planning and zoning~~ community development department director, fire chief, police chief, code enforcement officer or their designated representatives ~~are~~ authorized to enforce the provisions of this chapter.
- C. "Attractive nuisance" — shall mean a dangerous thing or condition that may foreseeably attract someone to come onto land, thereby causing a risk to their safety.
- D. "Board of appeals" — shall mean the Valdez city council.
- E. "Cinders," "dust," "fly ash," "noxious acids," "fumes" and "gases" — as used in this chapter shall mean all matter other than dense smoke, including smoke, cinders, dust and soot formed as the result of the combustion of fuels, which is carried in the gas streams so as to reach the external air and which has not been completely consumed by the combustion process.
- F. "dB(A)" — shall mean a measure of sound pressure level in decibels on the A-weighted scale.
- G. "Decibel meter" — shall mean an instrument to measure decibels which meets or exceeds American National Standards Institute (ANSI) Section 1.4 or the latest approved revision thereof.
- H. "Device" — shall mean any mechanism which is intended to produce or which actually produces sound when operated or handled.
- I. "Incidental expenses" — shall mean expenses associated with nuisance abatement, including, but not limited to, the actual expenses and costs of the city in the preparation of notices, specifications, contracts, overhead and inspection of the work and the cost of printing and mailing required hereunder.
- J. "Junk vehicle" — means a motor vehicle that:
 - 1. Is in a condition which exhibits two of the following elements: broken glass; missing wheels or tires; missing body panels or parts; missing drive train parts; or
 - 2. Is stripped, wrecked or otherwise inoperable due to mechanical failure.
- K. "Noise" — shall mean any sound which exceeds the prescribed decibel levels at a time and location described in this section.
- L. "Nuisance" — shall mean any violation of the city code, including the specific

prohibitions set forth in this chapter.

- M. "Responsible party" — shall mean any person, persons, corporation, or other legal entity, tenant, or lessee using or occupying a premises that causes, allows, maintains, or permits a nuisance to exist on any property within the city of Valdez.
- N. "Sound-amplifying equipment" — shall mean any machine or device for the amplification of the human voice, music or any other sound or noise.

§ 8.20.015. Inspections. (Ord. 19-02 § 1 (part))

- A. An abatement official may, upon presentation of credentials identifying the abatement official as a city employee, enter upon any affected property at any reasonable time to inspect the same or to perform any act or acts related to the performance of his or her enforcement duties, subject to the procedures below.
- B. Inspections may include or involve the taking of photographs, samples, measurements, surveys, or obtaining other physical evidence, and/or conferring with any person(s) present at the affected property or location, as permitted by law and consistent with legally recognized privacy rights.
- C. If an abatement official has reasonable cause to believe that a condition exists that poses an imminent or immediate threat of harm to persons or property, or to public health, welfare or safety, the abatement official may enter the affected property or location without prior notification to the owner or occupant, subject to privacy and personal property rights and any other applicable provisions of law, including the state and federal constitutions.
- D. In cases where the responsible party or owner of the property refuses to consent to an inspection and where the Constitution of the United States or of the state so requires, the abatement officer shall obtain an administrative search warrant authorizing an inspection and exhibit the warrant to the person in charge of the premises before conducting the inspection. The abatement officers shall apply to the trial courts of the state to obtain an administrative search warrant. The application for an administrative search warrant shall state the name and address of the premises to be inspected, the authority to conduct the inspection, the nature and extent of the inspection, and the facts and circumstances justifying the inspection.

§ 8.20.020. Nuisances designated—Acts prohibited. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1(part); Ord. 05-05 § 1; prior code § 16-1; Formerly 8.20.010)

- A. Nuisances shall include any violation of the city code, including whatever is forbidden by any provision of this chapter. Abatement of nuisances in accordance with the provisions of this chapter is in addition to any other administrative, civil, or criminal remedy permitted by law.
- B. It is unlawful or a civil violation ~~and a minor offense punishable by a fine as set forth in the fine schedule provided in Section 8.20.300~~ to cause, allow, maintain, or permit any nuisance enumerated in this chapter.

- C. Violations of sections 8.20.050, 8.20.060 and 8.20.070 constitute a minor offense punishable by a fine as set forth in the fine schedule in section 8.20.230. All other violations of this chapter are punishable by imposition of civil fines as set forth in section 8.20.240. ~~this chapter that require mandatory appearance are punishable by a fine of up to the maximum fine amount set out in Section 1.08.010.~~ Each day that a violation of this chapter continues shall constitute a separate offense.

§ 8.20.030. Enumerated—Acts prohibited in all zones. (Ord. 19-02 § 1 (part); Ord. 14-07§ 1; Ord. 11-02 § 1 (part); Ord. 05-05 § 2; prior code § 16-2; Formerly 8.20.020)

The following acts and conditions shall constitute a nuisance in all zones:

- A. Whatever injures or endangers the safety, health, comfort or repose of the public, offends public decency, interferes with, obstructs or renders dangerous any street, highway, navigable lake or stream, interferes with the provision of public services, or in any way renders the public insecure in life or property;
- B. Noise exceeding the prescribed levels set forth in Section 8.20. ~~060~~ 050;
- C. Disposing of any refuse, garbage, manure, waste or other materials except at refuse disposal sites which have been approved and are supervised by the state health officer, or city manager, and which are clearly marked for such purpose;
- D. Dumping, abandoning, throwing, scattering or transporting anything in such manner as to cause the littering of any street, alley or public place, or of any private property not his/her own, or as to cause the obstruction of any ditch, drain or gutter, except as permitted in refuse disposal sites under subsection C of this section;
- ~~E. Any well, swimming pool or other dangerous excavation in the earth not completely covered, or guarded by a fence at least eight feet high of either solid panel or heavy woven wire construction or by other means of protection, including use of watchmen, which shall be fully effective at all times, including night hours;~~
- ~~F.~~ E. Buildings which are unoccupied and open to ingress and egress and which should be locked up, boarded up or otherwise secured from ingress or egress;
- ~~G.~~ F. Unoccupied buildings in a rotten or warped condition;
- ~~H.~~ G. Broken windows constituting hazardous conditions and inviting trespassers and malicious mischief;
- ~~I.~~ H. Overgrown vegetation causing detriment to neighboring properties or property values;
- ~~J.~~ I. Dead trees, ~~weeds~~ or debris:
 - ~~1.—Constituting unsightly appearance; or~~
 - 1. Dangerous to public safety and welfare; or

2. Detrimental to nearby property or property values.

~~K.~~ J. Attractive nuisances including but not limited to attractive nuisances in the form of:

1. Abandoned and broken equipment; or
2. Hazardous pools, ponds and excavations not sufficiently protected from access by fencing or other means; or
3. Neglected machinery; or
4. Abandoned refrigerators; or
5. Abandoned automobiles or cabinets; or
6. Unsafe structures or buildings as defined in Title 15, Section 15.04.070(G);

~~L. Broken or discarded furniture and equipment in yard areas for unreasonable periods, seven days being prima facie evidence of an unreasonable period;~~

M. K. Property, including but not limited to building exteriors, which is maintained in such conditions as to become so defective, unsightly or in such condition of deterioration or disrepair that such property causes appreciable diminution of the use, enjoyment, aesthetic or property values of surrounding property or is materially detrimental to nearby properties and improvements. This includes but is not limited to the keeping or disposing of or scattering over the property or premises of any of the following:

1. Lumber, junk, trash or debris; or
2. Abandoned, discarded or unused objects of equipment such as automobiles, trailers, vehicles, furniture, stoves, refrigerators, freezers, cans or containers; or
3. Stagnant water or excavations;

N. L. Dumping, pumping, placing, throwing or discharging any oil, bilge waters, refuse, garbage, or debris in the waters of Port Valdez.

~~§ 8.20.040. Enumerated—Acts prohibited in all zones except heavy and special industrial. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); Ord. 05-05 § 3; prior code § 16-3; Formerly 8.20.030)~~

~~The following acts and conditions shall constitute a nuisance in all zoning districts unless expressly permitted therein:~~

~~A. Packing boxes and other debris stored in yards and visible from public streets for unreasonable periods, seven days being prima facie evidence of an unreasonable period.~~

§ 8.20.050-040. Junk vehicles. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-4; Formerly 8.20.040)

- A. It is unlawful for any person to place any wrecked, junked or abandoned vehicle upon public property not set aside by law as a refuse disposal, or upon any private property, except licensed junk yards.
- B. It is unlawful for any owner, lessee, agent, tenant or occupant to allow or permit any wrecked, junked or abandoned vehicle to remain on any property owned or controlled by ~~them~~ **him**, except licensed junk yards.
- C. Any violation of subsection A or B of this section shall constitute a nuisance. The costs of abatement may be charged or assessed ~~by the city council~~ as provided by Section 8.20.~~210~~**190** against any or all of the following:
 - 1. The vehicle;
 - 2. The registered owner of the vehicle;
 - 3. Any person who has acquired the right to possession of the vehicle from or through the registered owner;
 - 4. Any person in violation of subsection A or B of this section;
 - 5. The owner, lessee, agent, tenant or person in control of the property where the vehicle was situated at the time of the notice to abate.
- D. As used in this section:
 - 1. "Abandoned vehicle" — means a motor vehicle left unattended, standing, parked upon or within ten feet of the traveled portion of a public roadway, or a public right-of-way, for a period in excess of forty-eight hours, upon private property without the consent of the owner in excess of twenty-four hours, or upon other public property for more than thirty days without the consent of the owner or person in charge of the property.
 - 2. "Junk vehicle" — means a motor vehicle that:
 - a. Is in a condition which exhibits two of the following elements: broken glass; missing wheels or tires; missing body panels or parts; missing drive train parts; or
 - b. Is stripped, wrecked or otherwise inoperable due to mechanical failure.
- E. A person having upon his premises an abandoned or junk vehicle which is in need only of reasonable repairs and is without available funds to obtain the required license or to make such repairs may apply to the city manager for a permit to keep the vehicle upon the premises.

§ 8.20.060-050. Noise. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); Ord. 09-06 § 1; Ord. 05-05§ 4; prior code § 16-5; Formerly 8.20.050)

- A.Intent. It is the intent of this section to endeavor to provide citizens with an

environment free from such excess sounds or noise as may jeopardize their health, welfare and safety, or degrade the quality of life.

B. Noise in Residential Districts.

1. General Restriction. It shall be unlawful for any person to use, operate, or emit or permit to be used, operated or emitted any source of sound which produces or reproduces sound either stationary or mobile in such a manner so as to create any sound or noise which exceeds sixty dB(A) during the hours of seven a.m. until ten p.m. or which exceeds fifty dB(A) from ten p.m. until seven a.m. when measured at or within the boundary of the property on which the sound is received.
2. Responsibility for Creation of Noise. Any person creating any such sound or noise as described in this section and/or anyone permitting such a sound or noise to be created in, or emanate from, any premises under his care, custody and control shall be presumed responsible for any such sound or noise.

C. Exceptions.

1. Emergency and Public Work. Noise or sound created in the performance of public service by governmental agencies or their contractors while performing snow removal services; or emergency work engaged in by persons for the public safety, health or welfare; or to restore property to a safe condition following a public emergency; or work to restore essential public services, including construction activities directly related to the abatement of any emergency, shall not be subject to the provisions of this section.
2. Noises from Authorized Activities. The prohibitions of this section shall not apply to air traffic, parades, cultural events, athletic games, fairs, or functions approved by the city.
3. Sirens, Horns and Whistles. The provisions of this section shall not apply to any siren, whistle, horn or bell used by emergency vehicles or civil defense or used by motor vehicles as warning devices to avoid collisions.
4. Bells or Chimes. The provisions of this section shall not apply to any bell or chimes, or any device for the production or reproduction of the sound thereof, which is associated with a clock or timekeeping device, church or school.
5. Burglar Alarms. The provisions of this section shall not apply to any burglar alarm or security device; provided, however, no burglar alarm or security device shall sound for more than fifteen minutes after being activated.
6. Construction Activity or Equipment. The provisions of this section shall not apply to any construction activity or equipment operated between the hours of seven a.m. and ten p.m.
7. Residential Power Tools and Equipment. The provisions of this section shall not apply to any residential power tools and equipment operated between the hours of seven a.m. and ten p.m.

8. Vessels. The provisions of this section shall not apply to the operation of any boat or vessel.
 9. Motor Vehicles. The provisions of this section shall not apply to the normal and usual operation of motor vehicles unless prohibited by state law.
 10. Residential/Commercial Snow Removal Activity or Equipment. Noise or sound created in the performance of residential/commercial snow removal by property owners or their contractors.
- D. Noise on Public Streets Generally. It shall be unlawful for any person to use, operate, or permit to be used or operated in or on a parked or moving motor vehicle any sound- amplifying equipment producing sound that is clearly audible at twenty-five feet or more from the motor vehicle on any public street or right-of-way within city limits.
- E. Temporary Waiver Permits. If the applicant can show to the city manager or his designee that a diligent investigation of available noise abatement techniques indicates that immediate compliance with the requirements of this chapter would be impractical or unreasonable, a permit to allow exception from the provisions contained in all or a portion of this chapter may be issued, with appropriate conditions to minimize the public detriment caused by such exceptions. Any such permit shall be of as short duration as possible, up to six months, but renewable upon a showing of good cause, and shall be conditioned by a schedule for compliance and details of methods therefor in appropriate cases.

§ 8.20.070060. Emission of smoke. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-6; Formerly 8.20.060)

- A. Prohibited. It is unlawful for any person to permit the emission of any smoke from any source that constitutes a nuisance by exposing the public to health risks or interfering with the reasonable enjoyment of private or public property. The emission of any such smoke is declared to be a nuisance.
- B. Exceptions.

This section shall not apply to:

1. The emission of smoke during temporary maintenance activities for a reasonable amount of time so long as the responsible party has taken all reasonable efforts to minimize the emission of such smoke.
2. Smoke from fires set by or permitted by any official if such fire is set or permission given in the performance of the official duties of such officer, and such fire in the opinion of such officer is necessary:
 - a. For the purpose of the prevention of a fire hazard which cannot be abated by any other means;
 - b. For the instruction of public employees in the methods of firefighting.

§ 8.20.080-070. Escape of soot, cinders, etc. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-7; Formerly 8.20.060)

A. Dangers to Public Health.

1. It is unlawful for any person to permit or cause the escape of such quantities of soot, cinders, noxious acids, fumes and gases in such place or manner as to:
 - a. Be detrimental to any person or the public;
 - b. Endanger the health, comfort and safety of any such person or of the public;
 - c. Cause or have a tendency to cause injury or damage to property or business.
2. The escape of such matter is declared to be a nuisance and may be summarily abated by the abatement official.

§ 8.20.090-080. Voluntary compliance agreements. (Ord. 19-02 § 1 (part))

The abatement official may enter into a voluntary compliance agreement with a responsible party. The voluntary compliance agreement is a written, signed commitment by the responsible party to abate existing nuisances or code violations. The voluntary compliance agreement shall include the following:

- A. The name and address of the responsible party;
- B. The address or other identification of the location of the violation;
- C. A description of the violation and a reference to the applicable code provisions;
- D. A description of required abatement or corrective action and the date and time within by which compliance must be completed;
- E. An acknowledgment that if the city determines that the terms of the voluntary compliance agreement are not met, the city may impose any remedy authorized by this chapter or other applicable code section(s); and
- F. An acknowledgment that by entering into the voluntary compliance agreement, the responsible party forfeits the right to appeal and admits that the conditions described in the voluntary compliance agreement existed and constituted a code violation.

§ 8.20.100090. Abatement—Commencement of proceedings. (Ord. 19-02 § 1 (part); Ord. 11-02§ 1 (part); Ord. 05-05 § 5; prior code § 16-8; Formerly 8.20.080)

Whenever the abatement official has inspected any activity, condition or property and has found and determined that such activity, condition or property constitutes a nuisance, the abatement official may commence proceedings to have the nuisance abated by rehabilitation, repair or other appropriate action. The procedures set forth in this chapter shall not in any manner limit or restrict the city from enforcing city ordinances or abating nuisances in any other manner provided by law or by the common law, including by citing the responsible party and imposing a fine as provided in Section 8.20.020.

§ 8.20.110~~100~~. Abatement—Standards to be followed. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-9; Formerly 8.20.090)

The abatement official, and the board of appeals, if an appeal is taken, shall order ~~the means best~~ abatement in the manner calculated to entirely abate ~~wholly~~ the nuisance with the least costs of abatement; and ~~Demolition~~ shall not be ordered if repair or removal may accomplish the abatement.

§ 8.20.120~~110~~. Abatement—Notice and order. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-10; Formerly 8.20.100)

A. Issuance—Contents. The abatement official shall issue a notice and order directly to the record owners of the affected property, or the person committing, creating or maintaining the nuisance. The notice and order shall be approved as to form by the city attorney and shall contain:

1. The street address and legal description sufficient for identification of the affected property;
2. A statement that the abatement official has found the property affected with a nuisance,
with a brief and concise description of the nuisance as defined in this chapter;
3. A statement of the action required to be taken as determined by the abatement official to abate the nuisance by rehabilitation, repair, demolition or other action sufficient to cause the nuisance to be wholly abated;
4. A statement advising that if any required abatement is not commenced or completed within the time specified, the abatement official may ~~either~~:
 - a. Proceed to cause the necessary work to be done and charge the cost thereof against the property or its owner; ~~or~~ and
 - b. Seek other relief as provided by AS 29.25.070 and this code. ~~submit to the court an application for action to enjoin the violation. On application for injunctive relief and a finding of a violation or a threatened violation, the superior court shall grant the injunction.~~
5. Statements advising:
 - a. That any person having record title or legal interests in the property may appeal from the notice and order by filing with the city clerk within fifteen days unless such abatement will materially affect a building or structure permanently attached to real property, in which case thirty days shall be allowed from the date of service of such notice and order an appeal in writing in accordance with the appeal procedure as provided in Sections 8.20.180~~200~~, 8.20.190~~220~~ and 8.20.200~~230~~; and
 - b. Failure to appeal will constitute a waiver of all right to administrative hearing and determination of the order and will result in the abatement official proceeding with the remedies provided in subsections (A)(4)(a) and (b) of

this section.

6. No notice is required for abatement of a nuisance occurring on the public streets and rights-of-way, city properties and parks, or for summary abatement when permitted.

B. Service of Notice and Order.

1. The notice and order and any amended or supplemental notice and order shall be served upon the ~~record owner~~ responsible party by personal service, email with confirmation of receipt and acceptance, or by certified mail and posted on the property affected by the nuisance, and one copy thereof shall be served on the record owner of the property, ~~each of the following if known to the abatement official:~~
 - a. ~~The holder of any mortgage or deed of trust or other lien or encumbrance of record;~~
 - b. ~~The owner or holder of any lease of record;~~
 - c. ~~The owner of any other estate or legal interest of record in or to the property affected by the nuisance.~~
2. The failure of the abatement official to serve any person required to be served shall not invalidate any proceedings herein as to any other person duly served or relieve any such person from any duty or obligation imposed on him them by the provisions of this section. ~~No notice is required for abatement of a nuisance occurring on the public streets and rights-of-way, city properties and parks, or for summary abatement when permitted.~~

C. Method of Service. Service of the notice and order shall be made upon all persons entitled thereto either personally, ~~or~~ by mailing a copy of such notice and order by registered or certified mail, postage prepaid, return receipt requested, or by email with confirmation of receipt of delivery and acceptance, to each such person at his address as it appears on the last equalized assessment roll of the city or as known to the abatement official. If no address of any such person so appears or is known to the abatement official, any copies of notice or order shall be so mailed, addressed to such person, at the address of the property involved in these proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service by certified or registered mail or by email in the manner provided in this section shall be effective on the date of mailing.

D. Proof of Service. Proof of service of the notice and order shall be certified at the time of the service by written declaration under penalty of perjury executed by the person effecting service, declaring the time, date and manner in which service was made. The declaration, together with any receipt card returned as acknowledgment of receipt by certified or registered mail, or confirmation of receipt and acceptance by email, shall be affixed to the copy of the notice and order retained by the abatement official.

§ 8.20. ~~130~~¹²⁰. Abatement—Notice and order—Recordation. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-11; Formerly 8.20.100)

- A. If compliance is not had with the order within the time specified therein, and no appeals are properly and timely filed, the ~~abatement official~~ city clerk may have filed in the office of the Valdez recording district a certificate describing the property and certifying:
1. That the property is affected by a nuisance;
 2. That the owner and responsible party have been so notified.
- B. Whenever the public nuisance has been abated on a property described in the certificate, the abatement official shall file a new certificate with the office of the Valdez recording district certifying that the nuisance has been abated.

§ 8.20. ~~140~~¹³⁰. Abatement—Notice and order—Extension of time limit. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-12; Formerly 8.20.120)

Upon receipt of an application from the person required to conform to the order and agreement in writing by such person that he will comply with the order if allowed additional time, the abatement official may, at his discretion, grant an extension of time within which to abate the nuisance, if the abatement official determines that such an extension of time will not create or perpetuate a situation dangerous to life or property. The abatement official's authority to extend time is limited to the abatement of the nuisance and will not in any way affect or extend the time to appeal his notice and order.

§ 8.20. ~~150~~¹⁴⁰. Abatement—Notice and order—Posting. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-13; Formerly 8.20.130)

- A. Required. Every notice and order shall, in addition to being served as provided in Section 8.20.120(B), be posted in a conspicuous place upon the affected property.
- B. Compliance. No person shall remove or deface any such notice after it is posted until the required abatement has been completed. ~~Any person violating this subsection shall be guilty of a minor offense.~~

§ 8.20. ~~160~~¹⁵⁰. Abatement—Enforcement of order—Generally. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-14; Formerly 8.20.140)

- A. Violation. After any order of the abatement official or the board of appeals shall have become final, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order. ~~Any such person who fails to comply with any such order shall be guilty of a minor offense. Each day that a violation of this section continues shall constitute a separate offense punishable by a fine of up to the maximum fine set forth in Section 1.08.010.~~
- B. Failure to Obey Order. If, after any order of the abatement official or the board of appeals has become final, any person to whom such order is directed shall fail,

neglect or refuse to obey such order, the abatement official may:

1. ~~Cause such person to be prosecuted under subsection A of this section~~ Impose fines as provided in Section 8.20.250; and
 2. Institute any appropriate action to abate such nuisance under Section 8.20.~~110~~120(A)(4)(a) and (b);
- C. Failure to Commence Work. Whenever the required abatement is not commenced within fifteen days unless such abatement will materially affect a building or structure permanently attached to real property, in which case thirty days shall be allowed after the notice and order issued under this code becomes effective, the abatement official may, in addition to any other remedy herein provided, cause the nuisance to be abated with the cost of such abatement to be paid and recovered in the manner and method provided in Section 8.20.~~190~~ 210.
- D. Procedure. When any abatement of a nuisance under Section 8.20.150 (C) is ordered, the abatement official shall provide the order to the director of public works or the director of capital facilities, and such work shall be accomplished by city personnel or by private contract under the direction of such director.

~~§ 8.20.170. Abatement—Enforcement of order—Procedure—Costs. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-15; Formerly 8.20.150)~~

~~A. Procedure. When any abatement of a nuisance is to be done pursuant to Section 8.20.160(C), the abatement official shall issue his order therefor to the director of public works or the director of capital facilities and the work shall be accomplished by city personnel or by private contract under the direction of such director.~~

~~§ 8.20.180~~160. Abatement—Enforcement of order—Interference prohibited. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-16; Formerly 8.20.160)

No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the city or with any persons who own or hold any estate or interest in the premises affected by the nuisance which has been ordered abated, whenever such officer, employee, contractor or authorized representative of the city, or person having any interest or estate in the affected premises, is performing the necessary acts preliminary or incidental to such work authorized or directed pursuant to Section 8.20.~~160~~150.

~~§ 8.20.190. Abatement—Recovery of costs. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); Ord. 96-22 § 1; prior code § 16-17; Formerly 8.20.170)~~

~~A. The abatement official shall keep an account of the costs, including incidental expenses, of abating each nuisance, including each separate lot or parcel of land where the abatement is done, and shall render an itemized report in writing to the city council showing the costs of abatement and manner of abatement of each nuisance, including any salvage value relating thereto.~~

- ~~B. Upon the completion of the abatement work, the abatement official shall prepare and file with the city clerk a report specifying the work done, itemizing the total cost of the work, the description of the property affected by the public nuisance and the names and addresses of the persons entitled to notice pursuant to Section 8.20.120(B). Before the report is submitted to the city council, a copy of a report shall be posted for at least five days upon the affected premises, together with a notice of the time when the report shall be heard by the city council.~~
- ~~C. The costs, including incidental expenses of abatement of such nuisance, shall be a lien against the property involved or may be made a personal obligation to the property owner, whichever the city shall determine is appropriate.~~

§ 8.20.200~~170~~. Abatement—Appeal. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); Ord. 96-22 § 2; prior code § 16-18; Formerly 8.20.180)

~~Any person entitled to service under Section 8.20.120(B)~~ The responsible party or property owner of record may appeal from the notice and order or any action of the abatement official concerning abatement of a nuisance in writing within the time limits set forth in Section 8.20.220 excluding the imposition of civil fines, which may be set forth in Section 8.20.240.

§ 8.20.220~~180~~. Appeal to the city council acting as the board of appeals. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); Formerly 8.20.200)

The city council shall act as the board of appeals for an appeal of any action of decision of the abatement official excluding the imposition of civil fines, which may be appealed as set forth in Section 8.20.240.

- A. Filing Limit. An appeal from any action or decision of the abatement official may be taken by any person or persons entitled to service under Section 8.20.~~110~~120(B). The appeal shall be in the form of a written statement, and state how the appellant will be affected or aggrieved by the action. The appeal must be filed within ~~fifteen~~ thirty days of the date of the action or decision by the abatement official. ~~(unless such abatement will materially affect a building or structure permanently attached to real property, in which case thirty days shall be allowed).~~ The notice of appeal must be filed with the city clerk.
- B. Stay of Proceedings. The filing of an appeal shall stay all proceedings in the matter until a determination is made by the board of appeals, unless the board of appeals or a court issues an emergency enforcement order based on a certificate of imminent peril to life or property or otherwise.
- ~~B.~~C. Appeals Hearing. Upon a determination by the city clerk that an appeal is timely filed by a person entitled to service under Section 8.20.~~120~~110 (B) and the appeal pertains to the subject matter of the underlying action, the city clerk shall schedule an appeals hearing before the board of appeals no sooner than twenty days from the date of the appeal request. The appeals hearing may be scheduled during a regular or special city council meeting as deemed appropriate by the city clerk.

~~C.~~ D. Notice of Hearing..

1. Form of Notice. A notice of the date, time, and place of the appeals hearing before the board of appeals shall be served on the appellant and shall be titled "NOTICE OF HEARING," and shall set forth the reasons why a nuisance was declared, the specific city code provisions violated, and the methods of abatement available
2. Posting and Service. The abatement officer, as designated by the city manager, shall cause the notice of hearing to be served upon the owner(s) of the affected premises, and shall cause a copy of the notice to be conspicuously posted on the premises. The notice shall be posted and served at least ten days before the time set for the hearing. Proof of posting shall be made by declaration under penalty of perjury. The method of service of the notice shall be the same as specified in Section 8.20. ~~110~~ 120(B).

~~D.~~ E. Report. A report concerning each case appealed to the board of appeals shall be prepared by the abatement official and filed with the city clerk. Such report shall state the decision and recommendations of the abatement official together with reasons for the decision and recommendations for abating the nuisance. All data and evidence pertaining to the case shall accompany the report.

~~E.~~ F. Procedure for Hearing by Board of Appeals. An appeal before the board of appeals shall be conducted in accordance with the following procedures:

1. Failure of Appellant to Appear. If an appellant fails to appear in person, the board of appeals may proceed with the hearing.
2. Oath to Be Administered. Anyone testifying before the board of appeals shall be administered an oath prior to giving testimony.
3. Record. The city clerk shall be ex officio clerk of the board of appeals and shall keep verbatim stenographic records or electronic recordings of the board's proceedings, showing the vote of each member on every question and all of the evidence presented.
4. Burden of Proof. The burden of proof rests with the appellant. The city shall make available to the appellant all reasonably pertinent documents requested for presentation of the appeal.
5. Rules of Evidence. The hearing of an appeal shall be conducted informally. The board of appeals shall not be restricted by the formal rules of evidence; however, the chair may exclude evidence irrelevant to the issues appealed. ~~Hearsay evidence may be considered, provided there are adequate guarantees of its trustworthiness and that it is more probative on the point for which it is offered than any other evidence which the proponent can procure by reasonable efforts.~~
6. General Procedure. Each side shall have a total of no more than thirty minutes to present their case. Each side shall be responsible for dividing their thirty minutes between oral presentation, argument, testimony ~~(including witness testimony),~~

and rebuttal. The board may expand or limit the length of the hearing depending on its complexity or take other action to expedite the proceedings.

7. Order of Presentation. The appellant shall present argument first. Following the appellant, the abatement officer shall present the city's argument. The appellant may, at the discretion of the chair, make rebuttal presentations directed solely to the issues raised by the abatement officer. The members of the board of appeals may ask questions through the chair of either the appellant or the abatement officer at any time during the hearing.
8. Witnesses and Exhibits. The appellant and the abatement officer may offer oral testimony of witnesses and documentary evidence during the hearing. All testimony before the board of appeals shall be under oath.
9. Decision of Board of Appeals. At the conclusion of the hearing, the board of appeals shall, based on the information received at the hearing, determine whether the premises, or any part thereof, constitutes a nuisance as defined in the city code. If a majority of the entire board of appeals finds by a preponderance of the evidence that a nuisance does exist and that there is sufficient cause to rehabilitate, demolish or repair the property constituting the nuisance, the board of appeals shall issue a written decision setting forth its findings and, if a nuisance is found, ordering the owner or responsible party to abate the nuisance. The decision shall set forth the methods by which abatement may be achieved and deadlines by which the nuisance shall be abated by the owner or person having control or possession of the premises. A written decision of the board of appeals shall constitute a final determination on behalf of the city of Valdez, subject to appeal to the superior court.

~~F. Stay of Proceedings. The filing of an appeal shall stay all proceedings in the matter until a determination is made by the board of appeals, unless the board of appeals or a court issues an emergency enforcement order based on a certificate of imminent peril to life or property or otherwise.~~

§ 8.20. ~~230~~¹⁹⁰. Appeal to superior court. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); Formerly 8.20.210)

An appeal from any action, decision, ruling, judgment or order of the board of appeals may be ~~taken by any person or persons entitled to service under Section 8.20.120(B), or any officer or board of the city, to~~ made by the responsible party or record owner of the property. Any appeal shall be made by filing a notice of appeal with the superior court ~~by filing with the court,~~ with a copy to the city clerk, within thirty days from the date of the action appealed. ~~from, a notice of appeal which shall specify the grounds of such appeal.~~ Failure to file the notice of appeal in the manner and time specified shall forfeit any right to appeal. The filing of an appeal shall stay all proceedings in the matter until a determination is made by the court, unless the court issues an enforcement order based on a certificate of imminent peril to life or property.

§ 8.20. ~~240~~²⁰⁰. Summary abatement. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-19; Formerly 8.20.220)

A. General Procedure. The abatement official may proceed with a summary abatement

of a nuisance without notice where the abatement official determines that a nuisance is imminently dangerous to the health or safety of the occupants of the property or to the public. The abatement official may only pursue the level of abatement necessary to eliminate the immediacy of the hazard to the health and safety of the occupants or public.

- B. Summary Abatement Powers. After taking reasonable measures to contact the responsible party regarding the existence of a nuisance that immediately threatens health or safety and attempting to secure immediate abatement action from the responsible party, the abatement official may exercise the following powers upon finding that summary abatement is appropriate to the extent necessary to protect the health and safety of the occupants or the public:
1. Order the immediate vacation of any tenants and prohibit occupancy until all repairs are completed; or
 2. Post the premises as unsafe, substandard or dangerous; or
 3. Board, fence or secure the building or site; or
 4. Raze and grade that portion of the building or site to prevent further collapse and remove any hazard to the general public; or
 5. Make any minimal emergency repairs as necessary to eliminate any imminent life safety hazard; or
 6. Take any other action as appropriate under the circumstances.
- C. Post-Abatement Notice. After the summary abatement is completed, the city shall serve the responsible parties with a notice that states:
1. The actions taken by the city and the reasons for the actions;
 2. The right to contest the abatement by appealing within ten days of receiving the notice; and
 3. A statement of the costs of the abatement and notice of the city's intent to collect.
- D. Post-Summary Abatement Appeals. If a summary abatement occurs in a manner that causes costs to accrue to the responsible party or materially impacts the responsible party's property rights, the responsible party may appeal the decision for a determination by the board of appeals regarding whether the summary abatement was required. The appeals procedures set forth in this chapter shall apply to a post-summary abatement appeal. The city shall bear the burden to show the summary abatement was required by a preponderance of the evidence.

§ 8.20.210. Abatement—Recovery of costs. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); Ord. 96-22 § 1; prior code § 16-17; Formerly 8.20.170)

- A. Upon the completion of the abatement work, the abatement official shall prepare a report specifying the work done, itemizing the total cost of the work, the description**

of the property affected by the public nuisance and the names and addresses of the responsible party and record owner of the property. The abatement official shall serve the report with a demand for payment on the responsible party and record owner of the property and post the report on the property.

- B. Failure to pay for abatement costs within thirty days of the date of posting set forth in subsection A. above, or such other date as may be agreed upon between the city manager or their designee and the responsible party may result in the imposition of fines as provided in Section 8.20.240.
- C. If not paid in accordance with subsection B above, the costs, including incidental expenses of abatement of such nuisance, shall be a lien against the property involved or may be made a personal obligation to the property owner, whichever the city shall determine is appropriate.

§ 8.20.~~220~~250. Remedies. (Ord. 19-02 § 1 (part); Ord. 11-02 § 1 (part); prior code § 16-20;Formerly 8.20.230)

The remedies provided for in this chapter shall be cumulative and in addition to other remedies or procedures provided elsewhere in this code or by common law. In addition, a nuisance may be abated by the city in a civil action. When a lien has been placed upon a property, the city may bring an action of foreclosure as provided in AS 9.45.170.

§ 8.20.~~230~~300. Minor offense fine schedule.

The penalty for violations of Sections 8.20.050, 8.20.060 and 8.20.070 of this chapter shall be as reflected in the fine schedule set forth in this section. Court appearance is optional upon citation for a violation of those sections of this chapter that appear in the fine schedule set out in Section 1.08.030 and as reflected in the fine schedule set forth in this section.

Code Section	OFFENSE DESCRIPTION	Court Appearance	Penalty/Fine
8.20.020	Nuisances designated—Acts prohibited—first offense	Optional	\$100.00
8.20.020	Nuisances designated—Acts prohibited—second offense	Optional	\$250.00
8.20.020	Nuisances designated—Acts prohibited—third and subsequent	Optional	\$500.00
8.20.030	Enumerated—Acts prohibited in all zones—first offense	Optional	\$100.00
8.20.030	Enumerated—Acts prohibited in all zones—second offense	Optional	\$250.00
8.20.030	Enumerated—Acts prohibited in all zones—third and subsequent	Optional	\$500.00
8.20.040	Enumerated—Acts prohibited in all zones except heavy and special industrial—first offense	Optional	\$100.00
8.20.040	Enumerated—Acts prohibited in all zones except heavy and special industrial—second offense	Optional	\$250.00
8.20.040	Enumerated—Acts prohibited in all zones except heavy and special industrial—third and subsequent	Optional	\$500.00
8.20.050	Junk vehicles—first and subsequent	Optional	\$500.00
8.20. 050 060	Noise—first offense	Optional	\$100.00
8.20. 050 060	Noise—second offense	Optional	\$250.00
8.20. 050 060	Noise—third and subsequent	Optional	\$500.00
8.20. 060 070	Emission of smoke—first offense	Optional	\$100.00
8.20. 060 070	Emission of smoke—second offense	Optional	\$250.00
8.20. 060 070	Emission of smoke—third and subsequent	Optional	\$500.00
8.20. 070 080	Escape of soot, cinders, etc.—first offense	Optional	\$100.00
8.20. 070 080	Escape of soot, cinders, etc.—second offense	Optional	\$250.00
8.20. 070 080	Escape of soot, cinders, etc.—third and subsequent	Optional	\$500.00

§ 8.20.240 Civil fines.

In addition to other remedies provided, violation of this Chapter may result in the imposition of civil fines as provided herein. Unless another penalty is expressly provided for any particular violation, each violation of this chapter is a noncriminal infraction, punishable by a civil fine of \$250. Each day that a violation punishable by a civil fine continues shall constitute

a separate violation. Appeal of a notice of violation for civil fines may be taken as provided in Section 1.08.050.

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

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

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

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

First Reading:
Second Reading:
Adoption:
Yeas:
Noes:
Absent:
Abstaining:



Legislation Text

File #: ORD 25-0014, **Version:** 1

ITEM TITLE:

#25-14 - Amending Chapter 1.08 of the Valdez Municipal Code Titled General Penalty. Second Reading. Adoption.

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

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Approve Ordinance 25-14 in second reading for adoption.

SUMMARY STATEMENT:

Ordinance #25-14 amends Chapter 1.08 by establishing Section 1.08.040 - Civil Fines, and Section 1.08.050 - Administrative Appeal for Civic Fines. And further, removing certain violations in Chapter 8.20 from the table of minor offenses for the purpose of imposing a civil fine for such violations.

CITY OF VALDEZ, ALASKA

ORDINANCE #25-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA AMENDING CHAPTER 1.08 OF THE VALDEZ MUNICIPAL
CODE TITLED GENERAL PENALTY

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

Section 1: Chapter 1.08, Section 1.08.030 of the Valdez Municipal Code is
hereby amended to read as follows:

GENERAL PENALTY

Sections:

1.08.010 General penalty—Continuing violations.

1.08.020 Surcharge.

1.08.030 Minor offense fine schedule.

1.08.040 Civil fines.

1.08.050 Administrative appeal for civil fines.

1.08.010 Minor offense general penalty—Continuing violations.

A. Unless another penalty is expressly provided by law, every person convicted of a minor offense for violating any provision of this code shall be punished by a fine of not more than five hundred dollars.

B. Except where otherwise provided, every day any violation of this code or any other ordinance of the city or such rule, regulation or order shall continue shall constitute a separate offense. (Ord. 18-02 § 1 (part): Ord. 17-07 § 1 (part): Ord. 17-02 § 1: prior code § 1-7)

1.08.020 Minor offense surcharge.

In addition to any penalty prescribed by law, a defendant convicted of a minor offense for violating a municipal ordinance shall pay the surcharge required under AS 12.55.039 and 29.25.074. All such surcharges collected shall be remitted to the state of Alaska as required by AS 29.25.074. (Ord. 18-02 § 1 (part): Ord. 17-07 § 1 (part))

1.08.030 Minor offense fine schedule.

In accordance with AS 29.25.070(a), citations for the following offenses may be disposed of as provided in AS 12.25.195 through 12.25.230, without a court appearance, upon payment of the fine amounts listed below to the court within thirty days of the date of the citation, plus the state surcharge required by AS 12.55.039 and 29.25.074. The Rules of Minor Offense Procedure in the Alaska Rules of Court apply to all offenses listed below. Citations charging these offenses must meet the requirements of the Minor Offense Rules. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed below. If an offense is not listed on this fine schedule or another fine schedule, the defendant must appear in court to answer to the charges. These fines may not be judicially reduced.

MUNICIPAL CODE SECTION	OFFENSE DESCRIPTION	COURT APPEARANCE	PENALTY/FINE
6.08.010	Cleanup and disposal of animal litter or excrement required—first offense	Optional	\$25.00
6.08.010	Cleanup and disposal of animal litter or excrement required—second offense	Optional	\$50.00
6.08.010	Cleanup and disposal of animal litter or excrement required—third offense	Optional	\$100.00
6.08.010	Cleanup and disposal of animal litter or excrement required—fourth and subsequent	Optional	\$300.00
6.08.020	Animal running at large prohibited—first offense	Optional	\$25.00
6.08.020	Animal running at large prohibited—second offense	Optional	\$50.00
6.08.020	Animal running at large prohibited—third offense	Optional	\$100.00
6.08.020	Animal running at large prohibited—fourth and subsequent	Optional	\$300.00
6.08.040(A)(1)	Negligent feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited—first offense	Optional	\$25.00
6.08.040(A)(1)	Negligent feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited—second offense	Optional	\$50.00
6.08.040(A)(1)	Negligent feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited—third offense	Optional	\$100.00
6.08.040(A)(1)	Negligent feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited—fourth and subsequent	Optional	\$300.00
6.08.040(A)(2)	Intentional feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited—first offense	Optional	\$50.00
6.08.040(A)(2)	Intentional feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited—second offense	Optional	\$100.00
6.08.040(A)(2)	Intentional feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited—third offense	Optional	\$200.00
6.08.040(A)(2)	Intentional feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited—fourth and subsequent offense	Optional	\$400.00

MUNICIPAL CODE SECTION	OFFENSE DESCRIPTION	COURT APPEARANCE	PENALTY/FINE
6.08.050	Keeping wild animals within the city prohibited—first offense	Optional	\$50.00
6.08.050	Keeping wild animals within the city prohibited—second offense	Optional	\$100.00
6.08.050	Keeping wild animals within the city prohibited—third offense	Optional	\$200.00
6.08.050	Keeping wild animals within the city prohibited—fourth and subsequent offense	Optional	\$400.00
6.08.090	Continuous noise by animal prohibited—first offense	Optional	\$25.00
6.08.090	Continuous noise by animal prohibited—second offense	Optional	\$50.00
6.08.090	Continuous noise by animal prohibited—third offense	Optional	\$100.00
6.08.090	Continuous noise by animal prohibited—fourth and subsequent offense	Optional	\$300.00
6.08.100	Failure to confine female dog or cat in heat—first offense	Optional	\$25.00
6.08.100	Failure to confine female dog or cat in heat—second offense	Optional	\$50.00
6.08.100	Failure to confine female dog or cat in heat—third offense	Optional	\$100.00
6.08.100	Failure to confine female dog or cat in heat—fourth and subsequent offense	Optional	\$300.00
6.08.110	Tethering/chaining/crating of animals restricted—first offense	Optional	\$50.00
6.12.010	Dog license required—first offense	Optional	\$25.00
6.12.010	Dog license required—second offense	Optional	\$50.00
6.12.010	Dog license required—third offense	Optional	\$100.00
6.12.010	Dog license required—fourth and subsequent offense	Optional	\$300.00
6.12.020	Display of license tag on dog required	Optional	\$25.00
6.12.030	Vaccination of dogs required—first offense	Optional	\$25.00
6.12.030	Vaccination of dogs required—second offense	Optional	\$50.00
6.12.030	Vaccination of dogs required—third offense	Optional	\$100.00
6.12.030	Vaccination of dogs required—fourth and subsequent offense	Optional	\$300.00

MUNICIPAL CODE SECTION	OFFENSE DESCRIPTION	COURT APPEARANCE	PENALTY/FINE
6.12.040	Kennel licenses required—first offense	Optional	\$50.00
6.12.040	Kennel licenses required—second offense	Optional	\$100.00
6.12.040	Kennel licenses required—third offense	Optional	\$200.00
6.12.040	Kennel licenses required—fourth and subsequent offense	Optional	\$400.00
6.13.010	Excessive number of cats prohibited—first offense	Optional	\$25.00
6.13.010	Excessive number of cats prohibited—second offense	Optional	\$50.00
6.13.010	Excessive number of cats prohibited—third offense	Optional	\$100.00
6.13.010	Excessive number of cats prohibited—fourth and subsequent offense	Optional	\$300.00
6.13.020	Cattery license required—first offense	Optional	\$50.00
6.13.020	Cattery license required—second offense	Optional	\$100.00
6.13.020	Cattery license required—third offense	Optional	\$200.00
6.13.020	Cattery license required—fourth and subsequent offense	Optional	\$400.00
8.20.020	Nuisances designated—Acts prohibited—first offense	Optional	\$100.00
8.20.020	Nuisances designated—Acts prohibited—second offense	Optional	\$250.00
8.20.020	Nuisances designated—Acts prohibited—third and subsequent	Optional	\$500.00
8.20.030	Enumerated—Acts prohibited in all zones—first offense	Optional	\$100.00
8.20.030	Enumerated—Acts prohibited in all zones—second offense	Optional	\$250.00
8.20.030	Enumerated—Acts prohibited in all zones—third and subsequent	Optional	\$500.00
8.20.040	Enumerated—Acts prohibited in all zones except heavy and special industrial—first offense	Optional	\$100.00
8.20.040	Enumerated—Acts prohibited in all zones except heavy and special industrial—second offense	Optional	\$250.00
8.20.040	Enumerated—Acts prohibited in all zones except heavy and special industrial—third and subsequent	Optional	\$500.00

MUNICIPAL CODE SECTION	OFFENSE DESCRIPTION	COURT APPEARANCE	PENALTY/FINE
8.20.050	Junk vehicles—first and subsequent	Optional	\$500.00
8.20.060	Noise—first offense	Optional	\$100.00
8.20.060	Noise—second offense	Optional	\$250.00
8.20.060	Noise—third and subsequent	Optional	\$500.00
8.20.070	Emission of smoke—first offense	Optional	\$100.00
8.20.070	Emission of smoke—second offense	Optional	\$250.00
8.20.070	Emission of smoke—third and subsequent	Optional	\$500.00
8.20.080	Escape of soot, cinders, etc.—first offense	Optional	\$100.00
8.20.080	Escape of soot, cinders, etc.—second offense	Optional	\$250.00
8.20.080	Escape of soot, cinders, etc.—third and subsequent	Optional	\$500.00
9.12.010	Disorderly conduct—first offense	Optional	\$50.00
9.12.010	Disorderly conduct—second offense	Optional	\$100.00
9.12.010	Disorderly conduct—third offense	Optional	\$200.00
9.12.010	Disorderly conduct—fourth and subsequent	Optional	\$400.00
9.12.030	Loitering on school grounds—first offense	Optional	\$50.00
9.12.030	Loitering on school grounds—second offense	Optional	\$100.00
9.12.030	Loitering on school grounds—third offense	Optional	\$200.00
9.12.030	Loitering on school grounds—fourth and subsequent	Optional	\$400.00
9.12.070(A)	Use of fireworks outside of permitted times prohibited	Optional	\$100.00
9.12.070(C) and (D)	Negligent use of fireworks or use while under influence prohibited	Optional	\$300.00
9.20.010(H) and (I)	Harvesting of trees without permit prohibited—first offense	Optional	\$50.00
9.20.010(H) and (I)	Harvesting of trees without permit prohibited—second and subsequent	Optional	\$100.00
9.24.070	Sale of tobacco to children under nineteen years of age prohibited—first offense	Optional	\$300.00
9.24.070	Sale of tobacco to children under nineteen years of age prohibited—second offense	Optional	\$400.00
9.24.070	Sale of tobacco to children under nineteen years of age prohibited—third and subsequent	Optional	\$500.00

MUNICIPAL CODE SECTION	OFFENSE DESCRIPTION	COURT APPEARANCE	PENALTY/FINE
9.32.010	Discharge of firearms—first offense	Optional	\$100.00
9.32.010	Discharge of firearms—second offense	Optional	\$200.00
9.32.010	Discharge of firearms—third offense	Optional	\$300.00
9.32.010	Discharge of firearms—fourth and subsequent offense	Optional	\$500.00
10.12.020	Parking prohibited in specific areas	Optional	\$50.00
10.12.030	Temporary prohibitions on parking	Optional	\$80.00
10.16.020	Special rules for snowmobiles—first offense	Optional	\$50.00
10.16.020	Special rules for snowmobiles—second offense	Optional	\$100.00
10.16.020	Special rules for snowmobiles—third and subsequent offense	Optional	\$150.00
10.16.030	Special rules for all-purpose vehicles—second offense	Optional	\$50.00
10.16.030	Special rules for all-purpose vehicles—second offense	Optional	\$100.00
10.16.030	Special rules for all-purpose vehicles—third and subsequent offense	Optional	\$150.00

1.08.040 Civil fines.

Civil fines may be imposed as specifically provided in this code.

A. Penalty. The civil fine for violations of this code shall be the amount specifically provided by ordinance or resolution. Except where otherwise provided, every day any violation subject to a civil fine continues shall constitute a separate violation.

B. Notice of Violation. When a civil fine is imposed, a notice of violation shall be issued. The notice of violation shall be served on the responsible property by personal service or certified mail and, when real property is involved, posted on the property. Fines must be paid within 30 days of posting or service of the notice of violation.

C. Collection of fines, penalties, and costs. Failure to pay all fines, penalties late payment fees, and costs described in this section shall, upon the expiration of any time for appeal, be indebted to the municipality in the amount of such fines, penalties, late payment fees, and costs. Such fines, penalties, late payment fees, and costs may be a lien against the property involved or may be made a personal obligation, whichever the city manager shall determine is appropriate. In addition to or in lieu of any other provision for collection of such fines, penalties, late payment fees, and costs, the city may collect these amounts as a debt and may use such collection services and methods as are determined by the city manager.

D. Collection costs. In addition to the fines and penalties described above, the violator shall pay all collection and legal costs incurred in collection of a fine or penalty exclusive of the costs of prosecution in the event a minor offense citation has been issued; and the costs of mailing the notice.

1.08.050 Administrative appeal for civil fines

A. Right to Appeal and Time for Appeal. Any person(s) who have been issued a notice of violation may appeal the notice of violation by filing an appeal with the city manager within ten (10) days of the date of the notice of violation. The city manager shall prepare appeal forms which the appellant may use.

B. Hearing Officer. The city manager or such person(s) as the city manager may designate shall serve as hearing officer for notice of violation appeals and shall have authority to decide such appeals.

C. Contents of Appeal. An appeal must be in writing and contain the following information:

1. Name and mailing address of the appellant.
2. Number or other sufficient identification of the notice of violation.
3. Statement of the reasons for the appeal.
4. Any facts, documents, photographs, witness statements, or other evidence supporting the appeal; and
5. Statement as to whether the appellant requests a hearing before a hearing officer, or whether the appeal can be decided without a hearing. If the appellant waives hearing, the hearing officer may decide the appeal based on the written statements of the appellant, the issuing officers and any witnesses as contained in the notice or other written reports.

D. Date of Hearing. Unless otherwise agreed to by the appellant and the hearing officer, a hearing requested under this section shall be held no later than fifteen (15) business days from the date the written notice of appeal is filed with the city manager.

E. Procedure. The hearing shall be conducted informally and may be governed by such rules as the hearing officer may choose to establish, except that:

1. Parties may appear in person or through counsel.
2. Parties may present witnesses and evidence on their own behalf and witnesses may be cross-examined.
3. The hearing is not governed by the formal rules of evidence. The hearing officer may consider evidence that the officer reasonably deems to be both relevant and material to the contested issues.
4. All hearings shall be open to the public.

5. The hearing shall be memorialized by electronic recording or stenographic record.
6. Failure of the appellant to appear at a hearing requested by the appellant shall waive all right to a hearing and shall render the amount of the fine due and owing.

F. Scope of Review. The hearing officer's decision shall be based on the law and facts applicable to the case. The hearing officer may exercise independent judgment and reasonable discretion, applied in a consistent manner, in deciding appeals and may affirm, modify, or dismiss the notice of violation.

G. Decision. No later than ten (10) business days following the hearing, the hearing officer shall issue a written decision setting out the hearing officer's findings and conclusions. The decision should also include the following statement: "This is the final decision of the City of Valdez and a party disputing this decision has thirty (30) days from the date this decision was mailed or distributed to file an appeal with the Superior Court for the State of Alaska, Third Judicial District at Valdez, Alaska, in accordance with the Alaska Rules of Appellate Procedure." The decision shall be mailed or otherwise distributed to all parties to the appeal.

H. Judicial Appeal. The decision of the hearing officer may be appealed to the Superior Court for the State of Alaska, Third Judicial District at Valdez, Alaska, in accordance with the Alaska Rules of Appellate Procedure.

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

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

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

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

First Reading:
Second Reading:
Adoption:
Yeas:
Noes:
Absent:
Abstaining:



Legislation Text

File #: RES 25-0048, **Version:** 1

ITEM TITLE:

#25-48 - Authorizing the City Clerk to Dispose of Certain City Records

SUBMITTED BY: Sheri Pierce, City Clerk, MMC

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Approve Resolution #25-48.

SUMMARY STATEMENT:

The records listed in the attached list have exceeded the retention period as approved by Res 19-45. It is requested that the records stated on the list be destroyed by the City Clerk as provided in Section 2.76.080 of the Valdez Municipal Code.

CITY OF VALDEZ, ALASKA

RESOLUTION #25-48

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

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

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

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

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

PASSED AND APPROVED this 21st day of October, 2025.

CITY OF VALDEZ, ALASKA

Austin Love, Mayor Pro-Tempore

ATTEST:

Sheri L. Pierce, MMC, City Clerk

RESOLUTION #25-48
October 2025 Destruction List -Attachment "A"

Community Development Department Files

- 16.13 - Business Registrations (2021 and prior years) – Has met retention.

Clerk's Department Files

- 2.1 - Council and Commission General correspondence without historic value (2019 and prior years) – Has met retention.
- 2.4 - Council and Commission supporting documentation and back-up (2020 and prior years) – Has met retention.
- 2.6 - Conflict of Interest Declaration Forms (2019 and prior years) – Has met retention.
- 2.7 - Boards and Commissions applications (2023 and prior years) – Has met retention.
- 3.4 - Public notices (2015 and prior years) – Has met retention.
- 3.9 - APOC Reporting (2019 and prior years) – Has met retention.
- 4.3 - Legal billing summaries (2021 and prior years- confidential shred) – Has met retention.
- 10.2 - Professional Service agreements (2015 and prior years) – Has met retention.



Legislation Text

File #: RES 25-0049, **Version:** 1

ITEM TITLE:

#25-49 - Authorizing the Submission of a Grant Application to the ASPCA 2025 National Shelter Grant for Veterinary Care in the Amount of \$61,000

SUBMITTED BY: Mike Clupper, Animal Control Officer

FISCAL NOTES:

Expenditure Required: No expenditures required.

Unencumbered Balance: NA

Funding Source: ASPCA

RECOMMENDATION:

Authorize submission of grant application for a "ASPCA 2025 National Shelter Grant for Veterinary Care" in the amount of \$61,000.

SUMMARY STATEMENT:

The ASPCA 2025 National Shelter Grant for Veterinary Care would provide much needed funding for veterinary care associated with spay and neuter and emergency care at the Valdez animal shelter.

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CITY OF VALDEZ, ALASKA

RESOLUTION #25-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE ASPCA 2025 NATIONAL SHELTER GRANT FOR VETERINARY CARE IN THE AMOUNT OF \$61,000

WHEREAS, the Valdez animal shelter is inundated by multiple litters of puppies and kittens every year, many which come from the same mother; and

WHEREAS, the City of Valdez Animal Shelter seeks to apply for the ASPCA 2025 National Shelter Grant for Access to Veterinary Care to provide funding for no cost spays, vaccinations, and help with emergency surgeries; and

WHEREAS, the ASPCA grant requires no matching funds from the city.

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

The city manager is authorized to submit a grant application to the ASPCA 2025 National Shelter Grant for Veterinary Care for funding in the amount of \$61,000.

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

City of Valdez, Alaska

Austin Love, Mayor Pro-Tempore

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: RES 25-0050, **Version:** 1

ITEM TITLE:

#25-50 - Amending Rates and Fees for Animal Shelter Services Provided by the Valdez Animal Care And Control Department and Repealing Resolution 24-07 Formerly Setting Rates and Fees

SUBMITTED BY: Mike Clupper, Animal Control Officer

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Resolution 25-50.

SUMMARY STATEMENT:

After evaluating the frequency, costs, and risks associated with performing on-site cremations at the Valdez Animal Shelter we recommend contracting this service to a provider out of town. The rates and fees resolution for the animal shelter needs to be updated to account for this service.

The rates represent a pass-through of the costs anticipated by the city.

CITY OF VALDEZ, ALASKA

RESOLUTION # 25-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING RATES AND FEES FOR ANIMAL SHELTER SERVICES PROVIDED BY THE VALDEZ ANIMAL CARE AND CONTROL DEPARTMENT AND REPEALING RESOLUTION 24-07 FORMERLY SETTING RATES AND FEES

WHEREAS, Resolution 24-07 established rates and fees for animal shelter services; and

WHEREAS, the Animal Care and Control Department has long provided cremation services for pets in Valdez and there is no local business offering this service; and

WHEREAS, it has been determined by city administration that it will be more economical for the city to have a private entity located in another jurisdiction perform this service; and

WHEREAS, a fee adjustment is necessary to cover the costs of cremation services by an outside entity; and

WHEREAS, all other fees remain unchanged.

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

Section 1. Fees charged by the Animal Care and Control Department are as amended as follows:

Dog License:

Spayed/Neutered	Free
Unsterilized	\$20.00
Replacement Dog License Fee	\$5.00

<u>Custom Tags:</u>	\$10.00
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<u>Annual Kennel Facility License:</u>	\$30.00
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<u>Annual Cattery License:</u>	\$30.00
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Adoption Fee:

Cats	\$75.00
Dogs	\$75.00
Other Small Animals	\$0 to \$20.00

Cremation Fee:

Group (no ashes <u>returned</u>)	\$50.00 <u>\$100.00</u>
<u>0 to 40 lbs</u>	<u>\$150.00</u>
<u>41 to 80 lbs</u>	<u>\$175.00</u>
<u>81 to 120 lbs</u>	<u>\$200.00</u>
<u>121 lbs and over</u>	<u>\$225.00</u>
Small Private (40lbs and under)	\$100.00
Large Private (Over 40lbs)	\$175.00
Regular Urn	Free
Large Decorative Urn	\$60.00
Small Decorative Urn	\$40.00

Impoundment Fees:

Unlicensed Dog	\$35.00
Licensed Dog	\$20.00
Cats	\$20.00
Other Small Animals	\$20.00

Live Traps:

Small Trap:	\$75.00 Usage Fee
Cat Trap:	\$100.00 Usage Fee
Dog Trap:	\$200.00 Usage Fee

The usage fee is fully refundable if the trap is returned within 14 days from the date of the contract with no damage. No refunds for damaged traps or if not returned within 14 days.

Daily Maintenance

Dogs & Cats Spayed or Neutered:	
Per Calendar Day	\$20.00

Dogs & Cats not Spayed/Neutered/microchipped:	
Per Calendar Day	\$25.00

Animals excluding livestock:	
10 lbs. and under	\$10.00
Over 10lbs. but under 25 lbs.	\$25.00
Over 25 lbs.	\$50.00

Livestock:

100 lbs. and under	\$100.00
Over 100 lbs. up to 250	\$250.00
Over 250 lbs.	\$500.00

Surrender Fees:

Town Resident	Free
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All impounded animals must be properly licensed, and all required vaccinations required by city ordinance or Alaska State Law prior to release. Owners of impounded animals will be charged a daily maintenance fee for every full day that the animal stays in the shelter. Impoundment, Daily Maintenance, Vaccination and License fees shall be the owner's responsibility.

The City may charge for pass-thru expenses incurred by the City in the actual impoundment, transportation, medical care, housing, or diet specific feeding of any animal. These pass-thru charges shall be paid prior to release of an animal.

Section 2. License fees are paid each calendar year and are valid from January 1st through December 31st.

Section 3. Resolution 24-07 is hereby repealed.

Section 4. These fees shall be effective upon adoption of this resolution by the Valdez City Council.

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

CITY OF VALDEZ, ALASKA

Austin Love, Mayor Pro Tempore

ATTEST:

Sheri L. Pierce, MMC, City Clerk



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 25-0459, **Version:** 1

ITEM TITLE:

City Manager Report

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

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

Council Priorities

- **Child Care** [Complete an operating, active, licensed childcare facility by Fall 2026]
 - Need to have a discussion with Council on infant daycare at the new center. Not part of Head Start grant but can be accommodated through other means.
 - Renovations ongoing at HHES, progress is on schedule & within budget including restroom CO
- **Housing** [Increase housing stock by Fall 2027, utilizing the housing needs survey]
 - Meeting with Housing assessment consultant team to discuss progress & City staff perspective
 - Submitted letter of support through the Mayor for HELPER act for affordable housing initiatives for law enforcement, emergency services, and teachers
- **Maintenance** [Annually appropriate funds toward deferred maintenance on critical infrastructure]
 - Preparing for Projects budget work session
- **Modernize Aging Infrastructure** [Annually modernize aging infrastructure, while leveraging natural and transportation assets, to expand: Outdoor Recreation, Tourism, Maritime, Community]

Legislative Interactions

- Monitoring government shutdown and remaining appropriations bills.
- Meeting with Rep. Rauscher
- Meeting with DOT Commissioner & AMHS to talk about long term options for ferry terminal

Operations & Initiatives

- Participated in interviews for Prov Administrator candidates.
- Budget work sessions ongoing
- Communications ongoing with Owners and State on Oil & Gas taxes for 2026 and beyond
- In communication with APSC regarding their restructuring updates.
- Received owner's appraisal for proposed snow lot purchase on W. Egan, negotiating terms to present to Council.

Personnel

- New Capital Facilities Director on site 10/20. Welcome Kasey Walker.

Projects

- Preparing presentation for 2026 project appropriations & ClearGov website implementation
- Monthly project presentations will resume summer 2026



October 2, 2025

The Honorable Mike Johnson
Speaker of the House
United States House of Representatives
Washington, D.C. 20515

The Honorable Hakeem Jeffries
Democratic Leader
United States House of Representatives
Washington, D.C. 20515

The Honorable John Thune
Majority Leader
United States Senate
Washington, D.C. 20510

The Honorable Charles Schumer
Democratic Leader
United States Senate
Washington, D.C. 20510

Dear Speaker Johnson, Majority Leader Thune, Leader Jeffries, and Leader Schumer:

I am honored to write in strong support of the Homes for Every Local Protector, Educator, and Responder (HELPER) Act. H.R.2904 and S.978 were introduced in March of 2025 as a bipartisan, bicameral bill, with endorsements from dozens of national, state, and local organizations and elected officials.

The HELPER Act would establish a home loan program within the Federal Housing Administration to make homeownership more affordable for law enforcement officers, firefighters, EMTs, paramedics, and PreK-12 teachers – our nation's first responders. Too often, these individuals struggle to afford their first home despite their dedication and honorable service to our communities.

First responders dedicate their lives to protecting and serving others. They frequently put their lives on the line to ensure their fellow Americans' safety and well-being. It is time to recognize their sacrifice by giving them the support they deserve. Under the Federal Housing Administration, this program would allow first responders to obtain low-interest, fully insured home loans with no down payment and no monthly mortgage insurance costs for a first-time home purchase.

Our nation's first responders have shown unwavering commitment to their communities. They serve selflessly, often under dangerous and challenging conditions. We honor their dedication by providing access to affordable housing, enabling them to care for their families while continuing to serve their communities.

We hope you will join me in supporting the HELPER Act, and we look forward to working with you on this vital issue.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Fleming", is written over a light blue horizontal line.

Dennis Fleming
Mayor
City of Valdez, Alaska

212 Chenega Avenue | PO Box 307 | Valdez, AK 99686 | 907-835-4313 | valdezak.gov

