



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, July 5, 2022

7:00 PM

Council Chambers

Regular Meeting

WORK SESSION AGENDA - 6:00 pm

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

1. [Senior Housing Project](#)

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [Approval of Minutes of the Meetings of 060722 and 062122](#)

V. PUBLIC APPEARANCES

1. [Public Appearance: Lanette Oliver - Valdez Adventure Alliance](#)

VI. PUBLIC BUSINESS FROM THE FLOOR

VII. CONSENT AGENDA

1. [Appointments to Ports and Harbor Commission: 1\)Andrea West 2\)Alan Steed](#)
2. [Appointments to Beautification Commission](#)
3. [Proclamation: National Parks and Recreation Month](#)

VIII.. NEW BUSINESS

1. [Discussion Item: Legislative Update - State Lobbyist, Kim Hutchinson](#)

2. [Accept Resignation from City Council Member Dawson Moore](#)
3. [Approval of Change Order with Wolverine Supply Inc., for Valdez Elementary & High School Water Piping Replacement in the amount of \\$111,710.13.](#)
4. [Approval of the City's Property and Casualty Insurance Broker Agreement](#)

IX. ORDINANCES

1. [#22-09 - Amending Section 2.24 of the Valdez Municipal Code Titled Code of Ethics. Second Reading. Adoption.](#)

X. RESOLUTIONS

1. [#22-41 - Authorizing Lease Amendment No. 1 with Copper Valley Wireless a .5-Acre Portion of ASLS 87-18](#)
2. [#22-42 - Amending the 2022 City Budget by Transferring \\$20,000 from Major Equipment Reserve to Sewer Department Contractual Services](#)
3. [#22-43 - Amending the FY22 City Budget by Accepting the State of Alaska Department of Commerce, Community and Economic Development Community Development Block Grant Award in the Amount of \\$850,000 for the Infrastructure Improvements Supporting the Valdez Senior Living Apartments and Re-Allocating Funds from the Capital Projects Fund Previously Appropriated for this Project](#)

XI. REPORTS

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

1. City Manager Report

1. [City Manager's Report 7-5-2022](#)

2. City Clerk Report

3. City Attorney Report

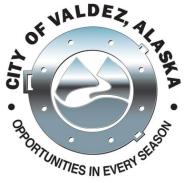
4. City Mayor Report

XIII.. COUNCIL BUSINESS FROM THE FLOOR

XIV. ADJOURNMENT

V. APPENDIX

1. [Council Correspondence](#)



Legislation Text

File #: 22-0360, **Version:** 1

ITEM TITLE:

Senior Housing Project

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

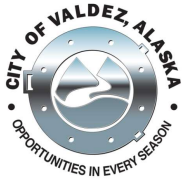
RECOMMENDATION:

Receive and File.

SUMMARY STATEMENT:

Representatives from the Cordes Development Team will present an update on changes in scope to the Senior Housing Project awarded Tax Credits and Grants by the Alaska Housing Finance Corporation.

The change in scope currently has managed to preserve 28 dwelling units, but covered parking and a few other amenities have been removed. The reason for the change in scope of the Senior Housing complex is almost entirely related inflationary pressures.



Legislation Text

File #: 22-0361, **Version:** 1

ITEM TITLE:

Approval of Minutes of the Meetings of 060722 and 062122

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

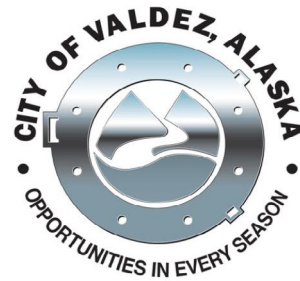
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SUMMARY STATEMENT:

The minutes of the meetings of June 7, 2022 and June 21, 2022 are attached for council review.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Action Summary

Tuesday, June 7, 2022

7:00 PM

Regular Meeting

Council Chambers

City Council

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. SWEAR-IN CITY COUNCIL

Ms. Pierce swore in Council Member Fleming and Council Member Sorum.

IV. ELECTION OF MAYOR PRO TEMPORE

Present: 6 - Mayor Sharon Scheidt
Mayor Pro Tem Alan Sorum
Council Member Dennis Fleming
Council Member Dawson Moore
Council Member Susan Love
Council Member Jimmy Devens

Excused: 1 - Council Member Todd Wegner

Also Present: 6 - City Manager Mark Detter
Assistant City Manager Nathan Duval
City Clerk Sheri Pierce
Deputy City Clerk Elise Sorum-Birk
Records Manager Shelley McMillen
City Attorney Jake Staser

MOTION: Council Member Devens moved, seconded by Council Member Fleming, to appoint Council Member Sorum as Mayor Pro Tempore.

VOTE ON THE MOTION

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Moore, Council Member Love, Council Member Devens and Council Member Fleming

Excused: 1 - Council Member Wegner

MOTION CARRIED

V. APPROVAL OF MINUTES

- 1. Approval of Minutes of Regular Meetings: 1) March 15, 2022 and 2) May 17, 2022**

VI. PUBLIC BUSINESS FROM THE FLOOR

Public Comment was given by resident Tonya Hamilton, Executive Director for Connecting Ties regarding their new group home.

VII. CONSENT AGENDA

- 1. Appointment to Valdez Museum and Historical Archive Association Board: Nanci Hill**
- 2. Proclamation: Juneteenth Day**
- 3. Approval To Go Into Executive Session Re: Escaped Property - Supplemental Assessments**
- 4. Approval of Liquor License Renewals: (1) Mountain Sky Hotel (2) Uber Tubers (The Potato)**

MOTION: Council Member Devens moved, seconded by Council Member Moore, to approve the Consent Agenda.

VOTE ON THE MOTION

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Moore, Council Member Love, Council Member Devens and Council Member Fleming

Excused: 1 - Council Member Wegner

MOTION CARRIED

VIII. NEW BUSINESS

- 1. Approval of Purchase Order with Copper Valley Electric in the Amount of \$118,770 for Valdez Senior Housing Project**

MOTION: Council Member Devens moved, seconded by Council Member Love, to Approve of purchase order with Copper Valley Electric in the Amount of \$118,770 for Valdez Senior Housing Project.

VOTE ON THE MOTION

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Moore, Council Member Love, Council Member Devens and Council Member Fleming

Excused: 1 - Council Member Wegner

MOTION CARRIED

- 2. Approval of Contract with Harris Sand & Gravel, Inc. for the Pavement Management Phase III Whalen Avenue CM/GC Project in the Amount of \$3,841,475.50**

MOTION: Mayor Pro Tem Sorum moved, seconded by Council Member Fleming, to Approve the contract with Harris Sand & Gravel Inc, for the Pavement Management III Whalen Avenue CM/CG Project in the amount for \$3,841,475.50.

Staff recommended an amendment due to a clerical error.

MOTION: Council Member Devens moved, seconded by Council Member Moore, to amend Resolution 22-0266 to read \$3,881,476.00.

VOTE ON THE AMENDMENT

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Moore, Council Member Love, Council Member Devens and Council Member Fleming

Excused: 1 - Council Member Wegner

MOTION CARRIED

Council Member Fleming asked if the paving project would still move forward as intended. Capital Facilities Director Nate Duval stated the paving may extend the Whalen Project slightly, and explained the intent was to streamline the process.

VOTE ON THE MAIN MOTION AS AMENDED

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Moore, Council Member Love, Council Member Devens and Council Member Fleming

Excused: 1 - Council Member Wegner

MAIN MOTION CARRIED

3. Approval of Contract with Harris Sand & Gravel, Inc. for the Water Main Replacement Meals to Richardson Highway Project in the Amount of \$793,000

MOTION: Mayor Pro Tem Sorum moved, seconded by Council Member Fleming, to Approve the contract with Harris Sand & Gravel, Inc. for the Water Main Replacement Meals to Richardson Highway project in the amount of \$793,000.

VOTE ON THE MOTION

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Moore, Council Member Love, Council Member Devens and Council Member Fleming

Excused: 1 - Council Member Wegner

MOTION CARRIED

4. Approval of Contract with Orion Construction, Inc for the East Hanagita Roadway and Utility Improvements CM/GC Project in the Amount of \$1,350,000

MOTION: Council Member Love moved, seconded by Council Member Fleming, to Approve the Contract with Orion Construction, Inc for the East

Hanagita Roadway and Utility Improvements CM/GC project in the amount of \$1,350,000.

VOTE ON THE MOTION

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Moore, Council Member Love, Council Member Devens and Council Member Fleming

Excused: 1 - Council Member Wegner

MOTION CARRIED

5. Discussion Item: Draft Ordinance Amending Valdez Municipal Code Chapter 2.24 Code of Ethics and Conduct

Council Member Love stated her main concern was being specific about what applied to Boards & Commissions and those connected to City business. She felt it was clearly laid out in the draft.

Council Member Fleming asked if the new section could be put into a pamphlet and distributed to all Boards & Commission members. Ms. Pierce explained the Ethics section of the Code was reviewed with new Boards & Commission members. She said training would be provided to current Boards & Commission members as well.

Ms. Patty Relay, Valdez Museum & Historical Archive (VMHC) Executive Director, requested confirmation her existing board members would receive training on the amended Code of Ethics and Conduct. Ms. Pierce agreed to include the Museum Board in training.

Ms. Relay asked who she would report to if an issue arose with her Board which needed oversight from the VMHC Corporation. Mr. Staser explained she would report to the Mayor.

6. Discussion Item: Housing Incentive Plan

Council Member Sorum felt going off the Certificate of Completion would be reasonable. He asked what the rationale for the 5 year requirement was.

Council Member Fleming asked when the end date would be. Staff explained the program would have to come back to Council in advance of December 31st, 2024 for evaluation. He stated he understood Staff's desire for a start date for the program, but he felt the end date was more important to him.

In response to Council Member Sorum, Mr. Detter explained there was a possibility of the program being taken advantage of in situations where, as an example, an existing dwelling unit was split into two units, then changed back after funds were received. Mayor Scheidt stated the goal was to get people into homes, and she did not have a problem with wording which prevented people turning the homes created under this program into VRBO's or short term rentals.

Council Member Moore stated as long as a home was being built as residential housing, he was not concerned if someone lived in it for three years or five years. He stated the prohibition on short term rentals cited by Mr. Staser would take care of the issue.

Mr. Dave Tousignant, Valdez resident, asked what would be changing. Mr. Detter explained eligibility would change from use of a start date to when a Certificate of Occupancy was issued. Mr. Tousignant asked if the wording should be changed to "single family dwellings". Mr. Detter stated Council's intent was to add more dwelling units, including duplexes and zero lot lines.

7. Discussion Item: Allison Point Erosion

Council Member Fleming requested confirmation there was no other access to the beach. Mr. Duval agreed. Council Member Fleming said a lack of an access site would not slow down the fishing at Allison Point this summer as people would climb down the rocks by where they parked. He expressed interest in a more economical solution as opposed to rushing to fix the access area.

Council Member Love asked if the campground was operated by the City or a vendor. Mr. Duval explained it was managed by a contractor. Council Member Love expressed concern over accessibility requirements for those using the campground. Mr. Duval stated south of the hatchery was less steep and easier to access by climbing down the riprap. The north side of the hatchery was harder to access without a maintained ramp.

Mr. Duval agreed to talk with a consultant and come back to Council with options.

IX. ORDINANCES

1. #22-07 - Amending the Zoning Map to Effect a Change to Lot 1C, USS 197, Plat 2007-15 to Commercial Residential. Second Reading. Adoption.

MOTION: Council Member Moore moved, seconded by Council Member Fleming, to The Planning & Zoning Commission recommends approval of ordinance #22-07 amending the zoning map to effect a change to Lot 1C, USS 197, Plat 2007-15 to Commercial Residential.

Mayor Scheidt expressed concern over changing the zoning on this single property after recent completion of the Comprehensive Plan. She felt it would be worth Staff's time to reevaluate the entire area prior to making any changes.

Council Member Sorum asked if this had been on the previous meeting agenda. Mayor Scheidt confirmed this was the second reading.

Council Member Moore stated he felt a Comprehensive Plan was intended to be

flexible.

Council Member Love stated her first vote had not been very decided, and she shared Mayor Scheidt's concern. She explained she had originally voted in favor due to the lack of commercial property, but agreed the concerns brought forth were valid and she would be changing her vote.

VOTE ON THE MOTION

Yays: 3 - Council Member Moore, Council Member Devens and Council Member Fleming

Nays: 3 - Mayor Scheidt, Mayor Pro Tem Sorum, and Council Member Love

Excused: 1 - Council Member Wegner

MOTION FAILED

2. #22-08 - Amending the Zoning Map to Effect a Change to Lots 2 and 3, Medical Park Subdivision Senior Addition to Multiple-Family Residential. First Reading. Public Hearing.

MOTION: Council Member Devens moved, seconded by Council Member Love, to Adopt Ordinance #22-08, amending the zoning map to effect a change to Lots 2 and 3, Medical Park Subdivision Senior Addition to Multiple-Family Residential.

VOTE ON THE MOTION

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Moore, Council Member Love, Council Member Devens and Council Member Fleming

Excused: 1 - Council Member Wegner

MOTION CARRIED

X. RESOLUTIONS

1. #22-36 - Supporting Use of the Valdez Grain Terminal as Matching Resources for Grant Funded Mariculture-Related Development

MOTION: Mayor Pro Tem Sorum moved, seconded by Council Member Devens, to Approve Resolution #22-36.

VOTE ON THE MOTION

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Moore, Council Member Love, Council Member Devens and Council Member Fleming

Excused: 1 - Council Member Wegner

MOTION CARRIED

2. #22-37 - Authorizing Lease Amendment No.1 with the Valdez

**Emergency Assistance and Food Bank for a Portion of Tract D, USS
447**

MOTION: Council Member Fleming moved, seconded by Council Member Devens, to Approve Resolution #22-37.

VOTE ON THE MOTION

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Moore, Council Member Love, Council Member Devens and Council Member Fleming

Excused: 1 - Council Member Wegner

MOTION CARRIED

3. #22-38 - Amending the 2022 Budget by Reallocating \$1.1MM of Previously Approved Capital Projects Appropriations to Previously Approved Capital and Major Maintenance Projects

MOTION: Council Member Love moved, seconded by Mayor Pro Tem Sorum, to Approve Resolution #22-38.

VOTE ON THE MOTION

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Moore, Council Member Love, Council Member Devens and Council Member Fleming

Excused: 1 - Council Member Wegner

MOTION CARRIED

XI. REPORTS

- 1. Shooting Range Property Issue**
- 2. Monthly Treasury Report: March, 2022**
- 3. Local Utility Inflation Assistance (LUNA) Program**

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

1. City Manager Report

1. City Manager's Report 6-7-2022

Mr. Detter reviewed the City Manager's report included in the agenda packet, highlighting the upcoming Council Strategic Planning Work Session, current City Projects, the Stellar Group, and the Parks & Recreation Director interviews.

2. City Clerk Report

Ms. Pierce welcomed Deputy City Clerk Elise Sorum-Birk to her new position. She reviewed the upcoming Council calendar, including scheduling a work session to review the Board of Equalization process.

Ms. Pierce reviewed current Council committee appointments and made adjustments as request. Current appointments have been included below.

Permanent Fund Committee: Council Members Wegner, Devens, and Love

Audit Committee: Council Members Sorum, Fleming, and Devens

VCVB Council Member Representative: Council Member Moore

Flood Mitigation Task Force: Council Members Fleming, and Sorum

Chair of the Beautification Task Force: Mayor Scheidt

3. City Attorney Report

Mr. Staser outlined projects and provided updates on cases his firm is working on behalf of the City, including escaped property,

4. City Mayor Report

Mayor Scheidt updated Council on her participation in local events, including the first Pride Celebration, and the Military Appreciation event where she was able to honor Destrey Gambol. She thanked Staff for the meaningful Juneteenth event. She gave her condolences to those affected by the recent fire.

XIII. COUNCIL BUSINESS FROM THE FLOOR

Council Member Sorum requested Staff look into recognizing Ms. Diane Crisp for her contributions with the harbor. He asked Staff to move forward with putting out the Coast Guard City signage. Mr. Duval stated the final design of the Coast Guard City sign was in the process of being approved. He agreed to bring the design back at the next Regular Council Meeting.

Council Member Fleming asked Staff to look into addressing the condition of the storage building on West Hanagita. He thanked Parks & Rec for the work done around Ruth Pond to prepare it for the summer. He asked Mr. Detter to meet with the school system to discuss the growth of weeds on top of the elementary school gym.

Council Member Love updated Council on Child Care Assessment.

Council Member Moore reminded Council of the upcoming Valdez Theater Conference. He encouraged those listening to attend the public shows.

Council Member Devens reminded those listening the City does have events often, and you can sign up for updates on the events on the City website.

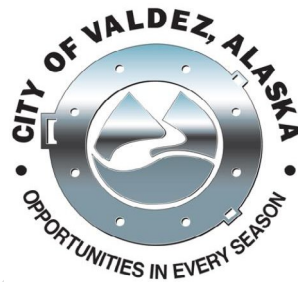
XIV. EXECUTIVE SESSION

XV. RETURN FROM EXECUTIVE SESSION

XVI. ADJOURNMENT

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, June 21, 2022

7:00 PM

Regular Meeting

Council Chambers

City Council

WORK SESSION AGENDA - 6:00 PM

- 1. Fire/EMS Department Comprehensive Operations Assessment

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: 7 - Mayor Sharon Scheidt
 Mayor Pro Tem Alan Sorum
 Council Member Dennis Fleming
 Council Member Dawson Moore
 Council Member Susan Love
 Council Member Jimmy Devens
 Council Member Todd Wegner

Also Present: 6 - City Manager Mark Detter
 Assistant City Manager Nathan Duval
 City Clerk Sheri Pierce
 Deputy City Clerk Elise Sorum-Birk
 Records Manager Shelley McMillen
 City Attorney Jake Staser

IV. PUBLIC BUSINESS FROM THE FLOOR

No Public Comment was given.

V. CONSENT AGENDA

1. Approval of Executive Session Re: Barton v. Valdez Litigation

MOTION: Council Member Devens moved, seconded by Council Member Fleming, to approve the Consent Agenda.

VOTE ON THE MOTION

Yays: 7 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Fleming,
 Council Member Moore, Council Member Love, Council Member
 Devens and Council Member Wegner

MOTION CARRIED

VI. NEW BUSINESS

1. Acceptance of Final Plat for SUBD #22-04 Medical Park Subdivision Senior Addition Creating Lots 1, 2, 3 and Tracts A and B

MOTION: Council Member Devens moved, seconded by Council Member Fleming, to Accept Final Plat for Subdivision #22-04, Medical Park Subdivision Senior Addition. A Re-Plat of Medical Park, Plat # 2006-2. Located Within Surveyed Section 32, Township 8 South, Range 6 West, Copper River Meridian, Alaska. Creating Lots 1, 2, 3 and Tracts A and B.

VOTE ON THE MOTION

Yays: 7 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Fleming, Council Member Moore, Council Member Love, Council Member Devens and Council Member Wegner

MOTION CARRIED

2. Approval of the City's Annual Property and Casualty Insurance Renewal for the Period Beginning July 1, 2022

MOTION: Council Member Devens moved, seconded by Council Member Fleming, to Approve the City's Annual Property and Casualty Insurance Renewal for the Period Beginning July 1, 2022.

VOTE ON THE MOTION

Yays: 7 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Fleming, Council Member Moore, Council Member Love, Council Member Devens and Council Member Wegner

MOTION CARRIED

VII. ORDINANCES

1. #22-08 - Amending the Zoning Map to Effect a Change to Lots 2 and 3, Medical Park Subdivision Senior Addition to Multiple-Family Residential. Second Reading. Adoption.

MOTION: Mayor Pro Tem Sorum moved, seconded by Council Member Love, to Adopt Ordinance #22-08. Second Reading. Adoption.

VOTE ON THE MOTION

Yays: 7 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Fleming, Council Member Moore, Council Member Love, Council Member Devens and Council Member Wegner

MOTION CARRIED

2. #22-09 - Amending Section 2.24 of the Valdez Municipal Code Titled Code of Ethics. First Reading. Public Hearing.

MOTION: Council Member Love moved, seconded by Council Member Wegner, to approve Ordinance #22-09. First Reading. Public Hearing.

VOTE ON THE MOTION

Yays: 7 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Fleming, Council Member Moore, Council Member Love, Council Member Devens and Council Member Wegner

MOTION CARRIED

VIII. RESOLUTIONS

- 1. #22-39 - Authorizing the Purchase of Nine Lots Within the Old Valdez Townsite to Include Lots 1, 2, 9-12, Block 43 and Lots 4-6, Block 55, US Survey 439 from Steve Alley in the Amount of 36,000**

MOTION: Mayor Pro Tem Sorum moved, seconded by Council Member Fleming, to approve Resolution #22-39.

VOTE ON THE MOTION

Yays: 7 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Fleming, Council Member Moore, Council Member Love, Council Member Devens and Council Member Wegner

MOTION CARRIED

- 2. #22-40 - Approving the Housing Incentive Plan for the Purpose of Constructing New Residential Dwelling Units, Including Commitment of \$10,000 Per Dwelling Incentive Payment for Property Owners Complying With the Terms of the Plan and Rescinding Resolution #22-18**

MOTION: Council Member Wegner moved, seconded by Council Member Devens, to approve Resolution #22-40 amending the Housing Incentive Plan and rescinding Resolution #22-18.

VOTE ON THE MOTION

Yays: 7 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Fleming, Council Member Moore, Council Member Love, Council Member Devens and Council Member Wegner

MOTION CARRIED

IX. REPORTS

- 1. Report: Temporary Land Use Permit 22-06 for the Roadside Potatohead Too, LLC for Six Months on 369 Square Feet of Public Right-of-Way Immediately Adjacent to Lot 12, Block 40, Harbor Subdivision**
- 2. Report: Approval of Temporary Land Use Permit 22-05 The Loves Kitchen for use of Lot 15, Block 35, Mineral Creek Subdivision**

3. Quarterly Financial Summary Reports: March 31, 2022**4. Report: Coast Guard City Sign Update****X. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS****1. City Manager Report****1. City Manager's Report June 21, 2022**

Mr. Detter reviewed the City Manager's report included in the agenda packet, highlighting the Old Town lots, East Hanagita storage building, State Lobbyist Kim Hutchison, and the upcoming Council Strategic Planning Retreat.

Council indicated interest in additional information on the East Hanagita storage building, including evaluation of the need for the snow lot and storage.

2. City Clerk Report

Ms. Pierce reviewed the upcoming Council calendar.

3. City Attorney Report

Mr. Staser outlined projects and provided updates on cases his firm is working on behalf of the City, including escaped property, and C-Plan.

4. City Mayor Report

Mayor Scheidt updated Council on events she attended representing the City, including the Theater Conference dinner, and her meeting with Governor Walker. She thanked Jordan Nelson for his work in the Finance Department, and shared feedback she had received from the public expressing what a pleasure Jordan had been to work with.

XI. COUNCIL BUSINESS FROM THE FLOOR

Council members congratulated the community on a successful Theater Conference.

Council Member Devens commended the City on the commemoration for Juneteenth, and reminded those listening Independence Day was coming up and applications were still being accepted for parade floats and booths.

Council Member Love shared her experience at the Advocates for Victims of Violence Violence Prevention Coalition Meeting.

Council Member Wegner expressed his gratitude to be back in Valdez after traveling.

Council Member Fleming asked if it would be appropriate to see how other communities around the state do when completing the Fire Study. Staff confirmed other communities were included as part of the Fire Study.

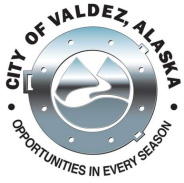
Council Member Sorum expressed interest in the Beautification Committee having the mural on the Royal Center revitalized. Ms. Pierce updated Council on the status of the Beautification Commission.

XII. EXECUTIVE SESSION

XIII. RETURN FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

DRAFT



Legislation Text

File #: 22-0362, **Version:** 1

ITEM TITLE:

Public Appearance: Lanette Oliver - Valdez Adventure Alliance

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: NA

Unencumbered Balance: NA

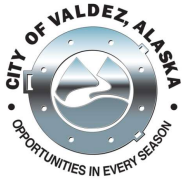
Funding Source: NA

RECOMMENDATION:

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SUMMARY STATEMENT:

Lanette Oliver with Valdez Adventure Alliance requested the opportunity to update the city council on the Shoup Bay Trail Grant and National Trails Day events.



Legislation Text

File #: 22-0363, **Version:** 1

ITEM TITLE:

Appointments to Ports and Harbor Commission

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

None

SUMMARY STATEMENT:

Due to expiration of terms, there are currently three vacancies on the Ports and Harbor Commission. The City Clerk's Office advertised and received the following two applications for consideration by the City Council:

Alan Steed (Application Attached)

Andrea West (Application and Resume Attached)

If appointed, the members will serve a three-year term expiring June 30, 2025.

Application Form

Profile

Alan
First Name

Steed
Last Name

[Redacted]
Email Address

Valdez Mailing Address (PO BOX # or HCI BOX #)

[Redacted]

[Redacted]
Home Address

[Redacted]
Suite or Apt

[Redacted]
City

[Redacted]
State

[Redacted]
Postal Code

[Redacted]
Primary Phone

[Redacted]
Alternate Phone

Alaska Nautical Service
Employer

Pilot Boat Operator
Occupation

Which Boards would you like to apply for?

Ports & Harbors Commission: Submitted

Question applies to Ports & Harbors Commission, Planning & Zoning Commission, Permanent Fund Investment Committee

This appointment term is for three years. Are you able to commit to serving for that full time period?

Yes No

Question applies to multiple boards

Required Time Commitment: All board/committee members and commissioners are expected to (1) be physically present at most, if not all, board/committee or commission meetings and (2) review agenda materials prior to arriving for the meeting to be best prepared for discussion and decision making. Are you aware of the time commitment involved in serving on this particular board, committee, or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?

I understand the time requirements and am very willing to be available as needed. My only issue is with work conflict which should be minimal.

Question applies to multiple boards

Regular attendance at meetings by commissioners/board members is crucial to the commission/board's ability to conduct business. Attendance for commissioners/board members is tracked. Under current City Council policy, the seat of a board/committee member or commissioner will be considered vacant following three consecutive absences from regular meetings. At that time, the member will be asked to either resign or be removed by formal action of Council to allow other interested citizens a chance to serve. Are you committed to in-person attendance at most, if not all, commission/board meetings? Do you understand you must provide your commission/board staff as much notice as possible if you must be absent to ensure a quorum is available to conduct commission/board business?

Yes

How did you learn about this vacancy? *

I am a Current Board/Committee/Commission Member

Interests & Experience

Why are you interested in serving on a City of Valdez board or commission?

I would like to assist in helping to ensure Valdez and Prince William Sound continue to be an amazing destination for visitors as well as a wonderful place for residents. I realize the small boat harbor(s) are only a part of this commission so I am eager to learn more about the aviation concerns as well as the port operations.

Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.

I have worked as a captain of passenger vessels for over 25 years. I began my boating career as a deckhand for Stan Stephens Cruises in 1992. In 1994 I moved to Maui, Hawaii to accrue sea time for a USCG captain's license which I received in 1995. I currently hold a 200T Master, Near Coastal license. I was the captain of many types of vessels while in Hawaii. Mostly, I drove a passenger ferry for 15 years, but also was the captain of dive boats, whale watches, dinner cruises, snorkel boats, and pilot boats. I had always wanted to return to Valdez. I did come back in 2012 to work for Stan Stephens Cruises starting in the summer of 2013. I also began working for Alaska Nautical Services (ANS), the pilot boat service, in 2013. I currently work full time year round for ANS as a pilot boat operator, 3 weeks on 3 weeks off. I also work summers for Stan Stephens cruises during my off time from ANS. As for volunteer work, I currently am a board member of the Valdez Youth Court. I also volunteered as a captain for a research vessel for the Hawaii Whale Research Foundation. I have been a participant of the annual Valdez highway clean up effort (the VYC mile) as well as many beach clean up efforts and reef clean up dives in Hawaii. I have also coached womens rugby and childrens ski racing.

Upload a Resume or Letter of Interest

Application Form

Profile

Andrea

First Name

West

Last Name

[Redacted]

Email Address

Valdez Mailing Address (PO BOX # or HCI BOX #)

[Redacted]

[Redacted]

Home Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

ConocoPhillips

Employer

Marine Superintendent

Occupation

Which Boards would you like to apply for?

Ports & Harbors Commission: Submitted

Question applies to Ports & Harbors Commission, Planning & Zoning Commission, Permanent Fund Investment Committee

This appointment term is for three years. Are you able to commit to serving for that full time period?

Yes No

Question applies to multiple boards

Required Time Commitment: All board/committee members and commissioners are expected to (1) be physically present at most, if not all, board/committee or commission meetings and (2) review agenda materials prior to arriving for the meeting to be best prepared for discussion and decision making. Are you aware of the time commitment involved in serving on this particular board, committee, or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?

Yes

Question applies to multiple boards

Regular attendance at meetings by commissioners/board members is crucial to the commission/board's ability to conduct business. Attendance for commissioners/board members is tracked. Under current City Council policy, the seat of a board/committee member or commissioner will be considered vacant following three consecutive absences from regular meetings. At that time, the member will be asked to either resign or be removed by formal action of Council to allow other interested citizens a chance to serve. Are you committed to in-person attendance at most, if not all, commission/board meetings? Do you understand you must provide your commission/board staff as much notice as possible if you must be absent to ensure a quorum is available to conduct commission/board business?

Yes

How did you learn about this vacancy? *

Word of Mouth

Interests & Experience

Why are you interested in serving on a City of Valdez board or commission?

I'm interested in serving and giving back to the community that I live in.

Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.

I have been working in the marine industry for the last 10 years, most recently I was sailing on my Chief Mate Unlimited license for Polar Tankers Inc before transitioning into a shore based Marine Superintendent role located here in Valdez, AK. I graduated from Maine Maritime Academy with a Marine Transportation Operations and Bachelors of Science degree in 2013.

[Resume.pdf](#)

Upload a Resume or Letter of Interest

LICENSE & ENDORSEMENTS:

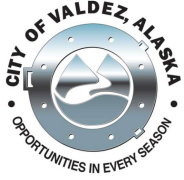
- | | | |
|-----------|---|--|
| July 2021 | <p>USCG Chief Mate Unlimited on Oceans and 1600-ton Masters License</p> <ul style="list-style-type: none"> - GMDSS Radio Operator’s License - Tankerman PIC - ECDIS certification - VSO/CSO Training | <ul style="list-style-type: none"> - RADAR unlimited - Medical PIC |
|-----------|---|--|

EXPERIENCE/EMPLOYMENT:

- | | |
|----------------------|--|
| Feb 2022 - Current | <p>Marine Superintendent ConocoPhillips Polar Tankers Inc.</p> <ul style="list-style-type: none"> - Operational support for vessels operating in Prince William Sound |
| Aug 2020 – Feb 2022 | <p>Chief Mate ConocoPhillips Polar Tankers Inc.</p> <ul style="list-style-type: none"> - Ensure vessel compliance with local/state/federal environmental and pollution regulations - Manager and deck department head - Operational control of cargo handling, loading fuel, and deck maintenance - Ship’s Safety Officer |
| Aug 2018 - Aug 2020 | <p>Second Mate ConocoPhillips Polar Tankers Inc.</p> <ul style="list-style-type: none"> - Medical Officer: treating patients and managing shipboard hospital - Ship Security Officer - Navigation Officer |
| Sept 2013 - Aug 2018 | <p>Third Mate ConocoPhillips Polar Tankers Inc.</p> <ul style="list-style-type: none"> - Supervise deck, cargo and navigational watch - Conducted safety inspections, maintenance, and safety meetings |
| 2011 –2013 | <p>Navigation Simulator Attendant
Maine Maritime Academy, Castine, Maine</p> <ul style="list-style-type: none"> - Running a full mission bridge navigation simulator - Transas Navi-Trainer Professional 5000 (NTPRO 5000) - Working closely with a small team of individuals |
| 2012 – 2013 | <p>Tutor and Teacher’s Assistant
Maine Maritime Academy, Castine, Maine</p> <ul style="list-style-type: none"> - Electronic & Basic Navigation |

EDUCATION:

- | | | |
|-------------|---|---|
| 2010 - 2013 | <p>Maine Maritime Academy
Castine, Maine
Marine Transportation Operations
Bachelors of Science</p> <ul style="list-style-type: none"> - Emergency Squad | <p>Awards:
Dean’s List: five semesters
GPA: 3.56 Magna Cum Laude
Cadet Shipping Award
Excellence in Cargo Operations
Student Life Award: 2011-13</p> |
| 2007 – 2010 | <p>Kenai Peninsula College
Homer, Alaska
General Studies</p> | |
| Summer 2008 | <p>National Outdoor Leadership School
Vernal, Utah
Outdoor Education and Leadership</p> | |



Legislation Text

File #: 22-0364, **Version:** 1

ITEM TITLE:

Appointments to Beautification Commission

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

If it is the will of the City Council, appoint the following applicants to the Beautification Commission for the following terms:

Ruth E. Knight- one-year term, expiring July 2023

Jennifer Benda- two-year term, expiring July 2024

Meg Weaver- two-year term, expiring July 2024

Patricia Relay- two-year term, expiring July 2024

Kathy Nielsen- three-year term expiring in July 2025

Abigail Ferrara- three-year term, expiring in July 2025

SUMMARY STATEMENT:

Appointment by the City Council of applicants to the Beautification Commission, established by Ordinance 21-09. This ordinance allowed for variable term lengths for initial terms and public notice was given for the following: two vacancies with one-year terms, three vacancies with two-year terms, and two vacancies with three-year terms. After initial terms all vacancies will transition to two-year terms.

At close of business on June 30, 2022, the City Clerk's office had received six applicants through the online system. Above recommended term lengths are based on requests from the applicants.

If all current applicants are appointed, one vacancy for a one-year term will remain to be filled.

Application Form

Profile

Abigail

First Name

Ferrara

Last Name

[Redacted]

Email Address

Valdez Mailing Address (PO BOX # or HCI BOX #)

[Redacted]

[Redacted]

Home Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

United States Coast Guard MSU
Valdez

Employer

Vessel Traffic Service Director

Occupation

Which Boards would you like to apply for?

Beautification Commission: Submitted

How did you learn about this vacancy? *

- Social Media
- Other

Interests & Experience

Why are you interested in serving on a City of Valdez board or commission?

I am interested in serving because I would like to make a difference in the community while I am here in Valdez (until July of 2025).

Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.

I have a Bachelor's of Science from the United States Coast Guard Academy and am working on a Masters Degree in Writing from from Lindenwood University. I have been employed for 2 years in Ketchikan, Alaska as a Deck Watch Officer on the CGC JOHN MCCORMICK. I do not have much volunteer experience. I would like to provide a fresh perspective for the City of Valdez and help.

[Abigail_Ferrara_Resume.PDF](#)

Upload a Resume or Letter of Interest

Abigail Ferrara

United States Coast
Guard Officer

Contact

Address

[REDACTED]

Phone

[REDACTED]

E-mail

[REDACTED]

Skills

Teamwork and
Collaboration

Self-Motivated

Written Communication

First Aid/CPR

Interpersonal
Communication

Flexible and Adaptable

Safety-minded Deck Watch Officer with experience working on ships and boats in numerous locations. Expert navigator reading instruments and following instructions for successful operation as commanded. Organized and dependable candidate successful at managing multiple priorities with a positive attitude. Willingness to take on added responsibilities to meet team goals.

Work History

2020-05 -

Current

Deck Watch Officer

USCGC JOHN MCCORMICK, Ketchikan, Alaska

- Maintained and enhanced benchmark status with inspecting agencies.
- Documented and reported safety-related concerns or incidents.
- Operated vessel at economic engine speeds per established policies.
- Maintained availability of vessel safety equipment and issued crew-specific PPE.
- Kept operations in compliance with applicable local, state and federal safety and environmental regulations.
- Created spreadsheets using Microsoft Excel for daily, weekly and monthly reporting.
- Managed team of 7 employees, overseeing hiring, training, and professional growth of employees.
- Maintained energy and enthusiasm in fast-paced environment.

2015-06 -

2016-11

Restaurant Hostess

Bistro 77, Bernardsville, New Jersey

- Watched dining area staff to evaluate server loads and calculate accurate wait times.
- Prepared dining room for special upcoming functions by decorating and generating special group menus.
- Cultivated positive guest relations by managing information and orchestrating speedy seating.
- Supported servers, food runners and bussers with keeping dining area ready for every guest.
- Monitored front entrance for new guests while

assisting servers by taking and delivering drink orders.

- Assessed large restaurant and lounge according to state and federal cleanliness standards.
- Managed over 30 customer calls per day, as well as seating of over 20 tables.

2012-06 -
2015-05

Cashier

Buona Pizza & Italian Restaurant, Bernardsville, NJ

- Restocked and organized merchandise in front lanes.
- Replenished sales floor merchandise and organized shelves, racks and bins for optimal appearance.
- Greeted over 20 customers per day.
- Maintained secure cash drawers, promptly resolving discrepancies in daily totals.
- Worked flexible schedule and extra shifts to meet business needs.
- Performed cash, card and check transactions to complete customer purchases.

Education

2016-06 -
2020-05

Bachelor of Science: Government

United States Coast Guard Academy - New London, CT

- Elected President of Glee Club and Fairwinds Acapella Group 2019-2020
- Editor of *Id Est* Literary Journal 2017-2020
- Dean's List 2017-2020
- Received a scholarship to attend the Asia Institute of Political Economy through the Fund for American Studies, studied Moral Philosophy and Economics through George Mason University in Hong Kong
- Completed a semester of professional development at the United States Military Academy, involved in activities such as the West Point Glee Club and taking classes such as Naval and Air studies, Philosophy, Spanish, and Chinese Studies.

Accomplishments

Wrote a 50,000 word novel in November of 2021.
Certified as a Victims Advocate in February of 2021.
Contributor to United States Coast Guard Academy
Alumni Magazine *The Bulletin*.

Interests

Reading

Writing

Singing

Application Form

Profile

Jennifer

First Name

Benda

Last Name

[Redacted]

Email Address

Valdez Mailing Address (PO BOX # or HCI BOX #)

[Redacted]

[Redacted]

Home Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

Alaska Department of
Environmental Conservation

Employer

Environmental Program
Specialist

Occupation

Which Boards would you like to apply for?

Beautification Commission: Submitted

How did you learn about this vacancy? *

City Newsflash or Email

Interests & Experience

Why are you interested in serving on a City of Valdez board or commission?

Valdez is my hometown, and I love that we have such amazing resources. I think everyone that lives here is concerned about the future of Valdez, and that includes the status of main street, harbor area potential, neighborhoods, signage, etc. I have a lot of ideas, and a lot to learn. I'd love to work with other individuals on how we can make Valdez an even better place to live and raise children.

Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.

I worked in the libraries for both the elementary and middle schools for 14 years here in Valdez. I have a degree in English literature and served on the library board for 9 years, with 6 of them consecutive. I am now employed as an environmental program specialist, and am looking to diversify my volunteer efforts. I love Valdez, and am excited about having a voice in its future development. My parents are also from here, and spent several years on City Council and the Providence Valdez Medical Board, so I grew up with the knowledge that service to your community makes it a better place.

[Beautification_.pdf](#)

Upload a Resume or Letter of Interest

Jennifer Benda

June 9, 2022

RE: Beautification Commission

To Whom It May Concern:

I am so excited to be able to apply for the Beautification Commission! I have been a Valdez resident since 1980 and I love my home. Upon my graduation from the University of Alaska Anchorage, I began working at Ship Escort Response Vessel System (SERVS) as a Contingency Plan reviewer. I then worked at Regional Citizens Advisory Counsel before landing at the Valdez Small Boat Harbor. All these jobs focused on compliance and incident management. While I loved working and training in the environmental industry, I took a job with Valdez City Schools, as the schedule worked better for my young family. After fourteen years with the district, I moved over to the State of Alaska as the Clerk of Court for the Valdez Court. I am in the PERS system, and my goal is to retire from the State of Alaska. I have recently transferred to the Department of Environmental Conservation and am working as an Environmental Program Specialist.

Why you are looking for me:

- *Decision Making:* My last three years as Clerk of Court have taught me to think on my feet. I have had to make critical decisions under pressure while fully understanding the ramifications of my choice. To accomplish this task, I have studied the judicial system and have taken on extra training to become confident in my ability to act under pressure.
- *Customer Service:* When I was not in court, I helped customers at the counter. Often, they are in a particularly difficult time of their life. I can be understanding while guiding them through the confusing world of the court system. I make sure they are heard and leave with all the tools they need to move forward in their case. I believe that everyone just wants to be heard. Listening to people is a key component of customer service.
- *Scientific Research:* While I had a brief stint in college majoring in Natural Resource Management, this is an area that I am eager to train and learn more about. As a librarian I would guide students through the steps of research papers and online resources, citations, and inquiries. Earning my Bachelor of Arts in Literature was the beginning of a never-ending career in proof reading and editing professional documents. I help draft letters for the administrative team and proofed the Valdez City Schools Threat Assessment Form. Throughout my years of employment with Valdez City Schools and the City of Valdez, I have co-authored reports, developed brochures and designed webpages. I am extremely proficient in Word, Excel, and Outlook. I am also a quick learner when it comes to learning new software.
- *Compliance:* I access the Rules of Court, Alaska Administrative Code and Statutes and Bulletins daily to properly process case filings. I also research the proper law that must be listed on charging documents. I believe that I would apply similar research techniques to assess and evaluate compliance with Federal laws and regulations.

• *Incident Management:* I have trained in Incident Management through the Fishing Vessel Training Program, the City of Valdez, and the Valdez City School District. I am currently trained up to level 400.

Minimum Qualifications:

• *Problem Solving:* Over the years, I have become the “go-to” problem solver for my employers. I have always been able to stay calm and work through the steps of problem solving. Once I identify and analyze the problem, I begin to look for the causes. Once I have a grasp of what is going on, I can move forward with different solutions. Often, it takes a couple of attempts before reaching a workable solution. Depending on the environment, a debriefing, meeting or even notes help make sense of what happened and ensure that others facing a similar problem will have a map to work from.

• *Research:* I have vast experience with researching and analyzing books, works of literature and textbooks. While working at the City of Valdez Small Boat Harbor I had to work within the City’s policies and procedures and understand how to apply them to harbor users. Knowing how to find and evaluate sources is important when researching any topic, and I honed those skills while working as a librarian.

• *Oral Communication:* Like good customer service, the key to communicating efficiently is to be an active listener. Often, people are emotional when they come to court, so asking for clarification allows them to further explain what they need. Watching for non-verbal cues can help recognize confusion and frustration. When appropriate, humor can ease tension and get people to open up. Knowing when to talk, and when to listen can make all the difference.

• *Critical Thinking:* Connecting different ideas is the key to critical thinking and plays an important role when problem solving. In the Court System, I analysis and interpret filings to properly docket them. Often, especially in Civil Cases, nothing is clear cut, and I must research and analyze the case as a whole to figure out where each piece fits.

Thank you for the opportunity to serve on the Beautification Commision. You may call me at (907) 255-9008 or email me at jenbenda23@gmail.com. I appreciate your time and consideration. I look forward to serving the City of Valdez.

Kind regards,

Jennifer Benda

Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.

As a 40+ resident of Valdez, I have served on several boards and with community organizations. As a business owner of 30 years I am eager to support our community in every way that I can. I have a keen interest in volunteer led work to make improvements for the quality of life of our residents.

Upload a Resume or Letter of Interest

Application Form

Profile

Meg First Name Weaver Last Name

[Redacted] Email Address

Valdez Mailing Address (PO BOX # or HCI BOX #)

[Redacted]

[Redacted] Home Address

[Redacted] Suite or Apt

[Redacted] City

[Redacted] State

[Redacted] Postal Code

[Redacted] Primary Phone

[Redacted] Alternate Phone

N/A Employer Retired Occupation

Which Boards would you like to apply for?

Beautification Commission: Submitted

How did you learn about this vacancy? *

City Newsflash or Email

Interests & Experience

Why are you interested in serving on a City of Valdez board or commission?

Having been born and raised in Alaska, and lived in Valdez most of my adult life, I hold Valdez near and dear. I want to continue to see Valdez look fabulous for it's citizens and visitors. There has been a lot of improvements but there is still work to be done.

Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.

I have served on the beautification task force since it's inception and believe that there is a lot of work that I would love to see completed. Work history; City of Valdez, finance 2001 to 2017 Wells Fargo Bank officer 1988 to 2001 Recall Drug Bookkeeper 1985 to 1988

Upload a Resume or Letter of Interest

Margaret Weaver
PO Box 2076
Valdez, AK, 99686

Date June 20, 2022

City of Valdez
PO Box 67
Valdez, Ak, 99686

To Whom This May Concern,

I, Margaret Weaver (Meg), give my formal request to apply for a position on the Beautification Commission.

My time working with the original beautification task force, has been a truly great experience and thankful for the opportunity to do so. For these reasons, I humbly ask for you to accept my application for additional service.

I believe my continued role can significantly help with this commission to keep and make Valdez even more beautiful.

Thank you for the chance to be part of this amazing commission and wish for its success. If there is any help or assistance you should need, even if my application is not accepted, I will be of service whenever necessary.

Sincerely,

Meg Weaver

Application Form

Profile

Patricia

First Name

Relay

Last Name

[Redacted]

Email Address

Valdez Mailing Address (PO BOX # or HCI BOX #)

[Redacted]

[Redacted]

Home Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

Valdez Museum & Historical ARchive

Employer

Executive Director

Occupation

Which Boards would you like to apply for?

Beautification Commission: Submitted

How did you learn about this vacancy? *

Social Media

Interests & Experience

Why are you interested in serving on a City of Valdez board or commission?

Interest: With my past experience on the Beautification Task Force and my passion for connecting communities through arts and culture, I want to see the Commission succeed. I am proud of the work that has been done and want to make sure the matching grant program lives on. Experience: Effective at connecting people, organizations, and ideas to achieve maximum results in the field of Museums. Extensive experience in maintaining and developing collaborative partnerships with museums and galleries and in securing grants from corporations, private and public sources. Engaging speaker and attentive listener; excellent writer with advanced computer skills. Career accomplishments based on the belief that cultural resources; the humanities and the arts enrich people's lives and build strong communities.

Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.

EDUCATION & FOREIGN LANGUAGE M.A., ARTS ADMINISTRATION, Goucher College, Baltimore, MD, 2008 Thesis: "Public Art: Pleasure & Responsibility" B.A., ART HISTORY, Western Washington University, Bellingham, WA, 2001 Double Eagle Endowment Merit Scholarship 2000/2001 LANGUAGE FLUENCY - Dutch AWARDS & HONORS 2020 Museums Alaska Presidents Award – Outstanding Advocate for all Alaskan Museums 2017 American Alliance of Museums Star Advocate 2014 State of Alaska Governor's Award for the Humanities in Business 2003 Bellingham Arts Commission Mayor's Award for Patrick Dougherty Public Art Installation 2000 Double Eagle Endowment Merit Scholarship ADVOCACY & CONFERENCE PRESENTATIONS Museum Advocate at American Alliance of Museums Museum Advocacy Day in DC 2014 - present "Institutional and Local Advocacy" presenter, 2019 Museums Alaska, Kodiak Alaska "How to Host a State Museum Advocacy Day" presenter, 2015 American Alliance of Museum, Atlanta, Georgia. "Advocacy and your Institution" presenter at 2014 Museums Alaska Conference, Seward Alaska. Co-Chaired 1st Annual Museum Advocacy Day in Juneau Alaska 2014 "Advocacy 101" presenter at 2013 Museums Alaska conference in Haines, Alaska "Walking the leadership Tightrope" presenter at 2012 Museums Alaska conference, Sitka, Alaska "New Facility Planning" moderator at 2011 Museums Alaska conference, Valdez Alaska "Northwest Virtual Art Collection" presenter at 2007 Washington Museum Association conference in Wenatchee, WA. "Consortium: A model for Collaboration" presenter at 2004 Washington Museum Association conference. "Setting a Course for Collaboration" moderator at 2003 Western Museums Association MEMBERSHIPS & AFFILIATIONS Treasurer, Museums Alaska January 1, 2022 – present President, Valdez Convention & Visitors Bureau 2013 – 2022 Vice President, Valdez Arts Council 2017 - 2020 Professional Member, Museums Alaska 2010 – Present, serving on Advocacy Committee Professional Member, American Alliance of Museums – 2001 – Present, serving on Advocacy Committee Professional Member, Alaska Historical Society 2010 – Present Member, Alaska State Museum COVID 19 Task Force Task Force Member, City of Valdez Beautification Task Force 2011 – 2021 Professional Member, American Association for State and Local History 2010 - Present Board Member (Secretary/Treasurer), Valdez Convention & Visitors Bureau 2011 - 2013 Professional Member, Americans for the Arts 2005 - 2013 Member, Allied Arts Education Project Leadership Team 2000 - 2005 Founding member, Bellingham Hospitality Resource Alliance 1990 - 1995 Member, Campus Community Coalition Western Washington University 1995 – 2005 VOLUNTEER EXPERIENCE Bellingham Cooperative School, taught art Happy Valley Elementary School PTA – Newsletter Editor, Reflections Art Show Chairperson, Assemblies/Mt. Baker Theater Chair Person, and Classroom helper Bellingham Bay Swim Team – Computer Operator Meet Manager and concessions person Wade King PTA – Art Teacher, Reflections Chairperson, Co Treasurer

[2022PAR_FULL.Resume.pdf](#)

Upload a Resume or Letter of Interest

Patricia Ann Relay

OBJECTIVE : To work with a dynamic team of people who achieve results in creatively expanding the humanities through thought provoking exhibits and programming.

SUMMARY : Effective at connecting people, organizations, and ideas to achieve maximum results in the field of Museums. Extensive experience in maintaining and developing collaborative partnerships with museums and galleries and in securing grants from corporations, private and public sources. Engaging speaker and attentive listener; excellent writer with advanced computer skills. Career accomplishments based on the belief that cultural resources; the humanities and the arts enrich people's lives and build strong communities.

EDUCATION & FOREIGN LANGUAGE

M.A., ARTS ADMINISTRATION, Goucher College, Baltimore, MD, 2008

✦ Thesis: "Public Art: Pleasure & Responsibility"

B.A., ART HISTORY, Western Washington University, Bellingham, WA, 2001

✦ Double Eagle Endowment Merit Scholarship 2000/2001

LANGUAGE FLUENCY - Dutch

AWARDS & HONORS

✦ 2020 Museums Alaska Presidents Award – Outstanding Advocate for all Alaskan Museums

✦ 2017 American Alliance of Museums Star Advocate

✦ 2014 State of Alaska Governor's Award for the Humanities in Business

✦ 2003 Bellingham Arts Commission Mayor's Award for Patrick Dougherty Public Art Installation

✦ 2000 Double Eagle Endowment Merit Scholarship

MUSEUM EXPERIENCE

EXECUTIVE DIRECTOR

October 1, 2010 - Present

VALDEZ MUSEUM & HISTORICAL ARCHIVE, Valdez, Alaska

Museum provides innovative and interactive educational programs and exhibitions about art and Prince William Sound history; serves approximately 25,000 visitors annually; operating budget of \$750,000 and 10 employees.

Oversee all aspects and management of the Museum & Archive. Acts as the duly authorized representative of the Board on all matters, including carrying out the policies established by the Board of Directors, develop and plan for Museum operations, prepare annual budget, develop and execute a formal fund development plan, oversee human resources, oversee public trust, supervise business affairs, and collaborate with other Museums and cultural organizations.

✦ Strengthened & expanded relationships with donors and funders.

- ✦ Increased Fundraising by \$250,000 of which State and Foundation grants increased by 75%; corporate sponsors increased by 81%; event income increased 85%, and individual appeals by 75%
- ✦ Decreased City of Valdez subsidies by 11%
- ✦ Invited participant in state and national museum convenings by Museums Alaska and the American Alliance of Museums.
- ✦ Leadership role with Museums Alaska and the American Alliance of Museums advocacy committees
- ✦ Increased arts related programming to enrich historical interpretation.

DEVELOPMENT DIRECTOR

March 2009 – July 2010

WHATCOM MUSEUM FOUNDATION, Bellingham, Washington

Museum provides innovative and interactive educational programs and exhibitions about art and Northwest history; serves approximately 130,000 visitors annually; operating budget of \$2M and 25 employees.

Oversee all aspects of fund development, membership, corporate, individual, planned giving; draft grant proposals; plan and oversee special events. Manage operations budget of \$655K for fund development, membership, and marketing. Develop corporate giving strategies and raise funds for programs, projects, and endowment campaign. Prepare and present cyclic reports to Executive Director and Development and Advisory Committee, and provide budget forecasts to determine fund raising goals. Establish and maintain relationships with corporations, foundations, and major donors.

- ✦ Raised \$500K through events, appeals, grants and sponsorships and increased memberships by 35%.
- ✦ Increased department efficiency, allowing for staff reduction of 1 part-time employee.
- ✦ Streamlined grant application process and strengthened donor and volunteer relationships.
- ✦ Contributed to development of new museum website.

PROGRAM COORDINATOR

2002-2009

WASHINGTON ART CONSORTIUM, Bellingham, Washington

Educational cooperative of 7 art museums in Washington State that promote the understanding and appreciation of art.

As Program Coordinator of the Consortium, developed and maintained relationships with other organizations, including Bagley and Virginia Wright and the Kreielsheimer Foundation. Acted as liaison between board and curatorial and registrar staffs of member organizations. Raised funds for special projects, securing grants from public and private agencies and from corporations. Developed monthly program and financial reports; prepared and managed annual operating budget of \$130K.

- ✦ Raised \$50,000 grants for new high density collections storage; secured \$100,000 grant from the Western States Arts Federation for Northwest Art Project.
- ✦ Forged new partnership with Western States Arts Federation.
- ✦ Invited participant at museum convenings by the Washington Museum Association and Western Museum Association.

PROJECT MANAGER

2001 - 2004

LYNDEN PIONEER FOUNDATION/MUSEUM, Lynden, Washington

Supports educational programs, creates exhibits and presentations, and preserves heritage collections. 2 paid staff and numerous volunteers.

Conducted special projects for the Director of the Museum. Served as curator. Maintained and enhanced community relations. Project managed 2 community-oriented projects, closely collaborating with parks department.

- ✦ Secured approval from National Registry of Historic Places for Berthussen Barn.

- ✓ Completed full architectural assessment as project historian.
- ✓ Collaborated with barn caretaker, museum director, Lynden Parks Department, and State of Washington's Office of Archeology to compile required information for successful application.
- ✚ Awarded 2003 Bellingham Arts Commission Award for Patrick Dougherty public art installation.
- ✓ Initiated and established relationship with artist; drafted and secured \$10K NEA Access grant and solicited local businesses for support; managed 100 volunteers.
- ✚ Raised \$15K in grants and sponsorships.

RESEARCH ASSISTANT & CO-CURATOR (Student Internship) 2000 - 2001
WESTERN GALLERY, WESTERN WASHINGTON UNIVERSITY, Bellingham, Washington

Gallery exists to expand its audience's awareness of the visual arts as central to the dynamic and pluralistic nature of our society. 2 full-time staff and operating budget of \$50K.

Developed excellent research skills by assisting Director Sarah Clark-Langager, with artist research for her book, *Sculpture in Place: A Campus as Site*. Provided curatorial assistance with Inuit Art Exhibit; communicated with the collector, created checklists and label copy, and wrote essay for brochure.

BUSINESS EXPERIENCE

CO-OWNER, CEO, PRESIDENT 1982 - 2007
WORLD FAMOUS UP & UP TAVERN, INC.

Casual restaurant established in 1935. Catering to college students, annual revenues ranged from \$300K-\$450K; staff of 10 with extraordinarily low turnover rate.

For 25 years, managed daily operations and performed all administrative duties including orders, inventory, payroll, and taxes. Trained and managed staff. Marketed and did PR for all live entertainment. Served as liaison to community, working closely with many community group-campus community coalitions, the Hospitality Resource Alliance, and liquor control board. Assisted in development of public service announcements for responsible hospitality and delivered speech at National Lifesavers Conference

- ✚ Received Washington State Department of Transportation's 1998 Award for Excellence.

UNIVERSITY EXPERIENCE

ADJUNCT FACULTY Spring 2016
PRINCE WILLIAM SOUND COLLEGE

Introduction to Humanities II

ADJUNCT FACULTY 1997 - 2007
BELLINGHAM TECHNICAL COLLEGE

Mandatory Alcohol Server Trainer

ADVOCACY & CONFERENCE PRESENTATIONS

- ✚ Museum Advocate at American Alliance of Museums Museum Advocacy Day in DC 2014 - present
- ✚ "Institutional and Local Advocacy" presenter, 2019 Museums Alaska, Kodiak Alaska
- ✚ "How to Host a State Museum Advocacy Day" presenter, 2015 American Alliance of Museum, Atlanta, Georgia.
- ✚ "Advocacy and your Institution" presenter at 2014 Museums Alaska Conference, Seward Alaska.
- ✚ Co-Chaired 1st Annual Museum Advocacy Day in Juneau Alaska 2014

- # “Advocacy 101” presenter at 2013 Museums Alaska conference in Haines, Alaska
- # “Walking the leadership Tightrope” presenter at 2012 Museums Alaska conference, Sitka, Alaska
- # “New Facility Planning” moderator at 2011 Museums Alaska conference,, Valdez Alaska
- # “Northwest Virtual Art Collection” presenter at 2007 Washington Museum Association conference in Wenatchee, WA.
- # “Consortium: A model for Collaboration” presenter at 2004 Washington Museum Association conference.
- # “Setting a Course for Collaboration” moderator at 2003 Western Museums Association

MEMBERSHIPS & AFFILIATIONS

- # Treasurer, Museums Alaska January 1, 2022 – present
- # President, Valdez Convention & Visitors Bureau 2013 – 2022
- # Vice President, Valdez Arts Council 2017 - 2020
- # Professional Member, Museums Alaska 2010 – Present, serving on Advocacy Committee
- # Professional Member, American Alliance of Museums – 2001 – Present, serving on Advocacy Committee
- # Professional Member, Alaska Historical Society 2010 – Present
- # Member, Alaska State Museum COVID 19 Task Force
- # Task Force Member, City of Valdez Beautification Task Force 2011 – 2021
- # Professional Member, American Association for State and Local History 2010 - Present
- # Board Member (Secretary/Treasurer), Valdez Convention & Visitors Bureau 2011 - 2013
- # Professional Member, Americans for the Arts 2005 - 2013
- # Member, Allied Arts Education Project Leadership Team 2000 - 2005
- # Founding member, Bellingham Hospitality Resource Alliance 1990 - 1995
- # Member, Campus Community Coalition Western Washington University 1995 – 2005

VOLUNTEER EXPERIENCE

- # Bellingham Cooperative School, taught art
- # Happy Valley Elementary School PTA – Newsletter Editor, Reflections Art Show Chairperson, Assemblies/Mt. Baker Theater Chair Person, and Classroom helper
- # Bellingham Bay Swim Team – Computer Operator Meet Manager and concessions person
- # Wade King PTA – Art Teacher, Reflections Chairperson, Co Treasurer

Application Form

Profile

Ruth Knight
First Name Last Name

[Redacted]
Email Address

Valdez Mailing Address (PO BOX # or HCI BOX #)

[Redacted]

[Redacted] [Redacted]
Home Address Suite or Apt

[Redacted] [Redacted] [Redacted]
City State Postal Code

[Redacted] [Redacted]
Primary Phone Alternate Phone

Retired Retired Teacher
Employer Occupation

Which Boards would you like to apply for?

Beautification Commission: Submitted

How did you learn about this vacancy? *

- City Website
- City Newsflash or Email
- Word of Mouth

Interests & Experience

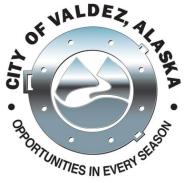
Why are you interested in serving on a City of Valdez board or commission?

I was an active member of the Task Force while I was Mayor and continued on during Mayor O'Neil's and Mayor Scheidt's terms, until it was paused to form this commission. The work this entity does is very meaningful and is appreciated by citizens and visitors alike. I would like to thank the City Council and City staff for allowing and making it possible for this work to continue.

Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.

Volunteering is something that I embrace and encourage everyone to take part in, so here is a list of some of my volunteer experience: hospital board (aka Providence Community Advisory Council), upcoming election worker, past City Council, Flood Mitigation Task Force, VAFT E-board, Secretary for district Democrats, many past school district and state level union and education committees along with youth activities including Girl and Boy Scouts and Sunday school teacher. I am now retired and the highest degree I earned was a Master's in Education Leadership in 1988. My undergraduate degree was in Cellular and Developmental Biology earned in 1980.

Upload a Resume or Letter of Interest



Legislation Text

File #: 22-0365, **Version:** 1

ITEM TITLE:

Proclamation: National Parks and Recreation Month

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

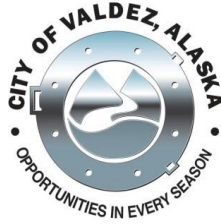
Expenditure Required: na
Unencumbered Balance: na
Funding Source: na

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

The Valdez Parks and Recreation Department submitted this proclamation to the City Clerk's office in recognition of "National Parks and Recreation Month".



PROCLAMATION

WHEREAS parks and recreation is an integral part of communities throughout this country, including the City of Valdez; and

WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS parks and recreation is a leading provider of healthy meals, nutrition services and education; and

WHEREAS park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the City of Valdez recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, I, Sharon Scheidt, Mayor of the City of Valdez, Alaska, do hereby proclaim the month of July, 2022 as:

National Parks & Recreation Month

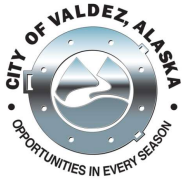
And encourage all citizens to reflect the importance of parks and recreation in our daily lives and the essential role parks and recreation plays in our community.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 22-0366, **Version:** 1

ITEM TITLE:

Discussion Item: State Legislature End of Session Update - Kim Hutchinson, Lobbyist

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

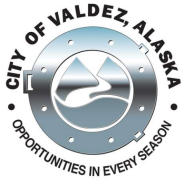
Expenditure Required: NA
Unencumbered Balance: NA
Funding Source: NA

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

State Lobbyist Kim Hutchinson will be present to provide an update following conclusion of the legislative session.



Legislation Text

File #: 22-0367, **Version:** 1

ITEM TITLE:

Accept Resignation from Council Member Moore

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: NA

Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

On June 28th the City Clerk received the attached letter of resignation from Council Member Moore.

As required under Title 2 of the Valdez Charter (attached), I am submitting Council Member Moore's letter of resignation to the City Council for acceptance.

Following acceptance of the resignation, the City Council is required to fill the vacancy within 30 days. The Charter does not require the city council to follow a specific procedure when selecting a person to fill the vacancy. However, a person appointed to fill an elective office must be a registered voter and shall have been a resident of the City for a period of not less than one year preceding appointment.

The appointment shall be for a term ending at the next regular council meeting following the next **regular** city election.

Upon direction by the Mayor and Council, the City Clerk will assist in the process to fill the vacancy.

June 26, 2022

To: City Clerk Sheri Pierce; City Manager Mark Detter; Mayor Sharon Scheidt; the Valdez City Council:

From: City Council Member Dawson Moore

I am resigning my position on the Valdez City Council, effective July 5, 2022. My father's passing has left me with an estate that is going to take years to process. It is work for which I need to be primarily located in San Francisco. I appreciate that I was allowed to participate from afar since January, but I'm no longer on Family Medical Leave, and the people deserve to be represented by one of their neighbors, living among them and directly sharing their concerns.

Mark and Sheri, I appreciate all you've done to help me understand my responsibilities and the operations of the City. I've enjoyed our conversations and respect you both professionally and personally. I'm glad you're on the top of Valdez' organizational chart.

Sharon, you've done an excellent job leading Council since the mayorship was thrust upon you, from public meetings to work behind the scenes. I have felt in good, reliable, and moral hands since I was brought on.

Fellow Council Members, I was proud to be a member of a group of people I respected as much as I respect you all. We didn't (and shouldn't) agree on everything, but it was always a civil conversation. No small accomplishment right now. It's been a pleasure.

How you temporarily fill my seat will be up to you. I believe the best course of action is to either hold a special election or take applications for the seat. You could just give it to the next highest vote-getter from the last election, but the vote difference between second and third place was vast. There's precedent for using other methodology, and more choices would be better.

My father's death and my subsequent life changes have caught me off-guard and drastically changed my plans. I had no inkling when I accepted this position that I'd have to resign. Nothing about my move makes me sadder than having to write this letter.

While I have to relocate, my intention is to stay on at the college as coordinator of the Valdez Theatre Conference. This would bring me back to town in May and June, and I'm grateful for that opportunity. This place has been magical for me since 1995 when I started coming here for a week every summer.

It's been an honor to serve with you.

Sincerely,

Dawson Moore

907.255.5325

Chapter II.

OFFICERS

Section 2.1. City Officers. (a) The elective officers of the city are the mayor and six council members.

(b) The appointive officers of the city are the city manager, the city clerk, and the city attorney.

(c) The administration officers are all officers of the city other than elective officers and appointive officers. (Reso. No. 9126, § 1; Reso. No. 6929, § 2.)

Section 2.2. **Eligibility for Elective City Office.** (a) To be eligible to file a nominating petition for election to a city office, a person shall be an elector of the city and shall have been a resident of the city or of territory annexed to the city, or shall have had a combination residence in the city and in the annexed territory for a period of not less than one year immediately preceding the date of the filing of such petition.

(b) **A person appointed to fill a vacancy in an elective office must have such qualifications at the time of his appointment.**

(c) The council shall be the judge of the election and of the qualifications of its members.

Section 2.3. Persons Ineligible for City Office or Employment. A person who holds or has held an elective city office shall not be eligible for appointment to an office or for employment for which a salary is paid by the city until one year has elapsed following the term for which he was elected or appointed. An exception may be made with the approval of four or more members of the council.

Section 2.4. Notice of Election or Appointment. The city clerk shall mail to each person elected or appointed, a certificate of election or appointment within five days from the time of election or appointment.

Section 2.5. Compensation of Officers. The compensation for the service of each city officer and employee shall be the amount fixed by the council.

Section 2.6. Compensation of Mayor and Councilmen. The compensation of the mayor and councilmen shall be determined by ordinance. No increase in the compensation of the mayor and councilmen shall take effect until the council meeting following the first general city election after the increase is ordered.

Section 2.7. Oath of Office. Every officer of the city before entering upon his duties shall take the oath or affirmation required by section 5 of article XII, Constitution of the State of Alaska. The council may require designated employees to take such oath before entering upon their employment. Oaths of office shall be filed with the city clerk.

Section 2.8. Surety Bonds. In order to protect the city and the public, the council may require appropriate surety bonds of officers and employees. The premium of such bonds shall be paid by the city.

Section 2.9. Giving of Surety by Officers and Employees Forbidden. No officer or employee shall give or furnish any bail bond or recognizance, nor shall he be the agent of any bondsman in connection with any bond which may be required by law or by the council.

Section 2.10. Vacancies in Office. (a) A city office shall become vacant upon the occurrence of any of the following:

- (1) The expiration of the term of office;
- (2) The death of the incumbent;
- (3) A resignation when approved by the council;
- (4) A removal from office in the manner provided by law;
- (5) Ceasing to possess at any time the qualifications or eligibility required by this Charter for election or appointment to office;
- (6) Final conviction of a felony involving moral turpitude, or an offense involving a violation of an oath of office;
- (7) A judicial determination that the incumbent is of unsound mind;
- (8) A decision of a competent tribunal declaring the election or appointment of the incumbent void;
- (9) Failure to take the oath or make the affirmation, or file the bond required for the office within ten days from the date of election or appointment or within such other time, not exceeding twenty days thereafter, as the council may fix;
- (10) Any other event which, by law, creates a vacancy.

(b) The council shall provide in the Code for creating vacancies in elective offices because of failure to perform the duties of office. Such provisions shall be self-executing.

Section 2.11. Resignations. Resignations of offices shall be made in writing and filed with the city clerk, who shall immediately notify the proper officials concerned.

Section 2.12. Removal from Office. (a) The council may remove, by an affirmative vote of at least four members, the city manager, the city clerk, the city attorney, and members of boards, regardless of term of office. The person so removed from office shall have the right to a public hearing before the council concerning the cause for his removal.

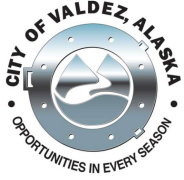
(b) City employees and administrative officers shall be protected from arbitrary discharge by Code provision. (10-3-95; Ord. No. 6929, § 2.)

Section 2.13. Recall. An elective officer may be recalled. The vacancy thereby created shall be filled in the manner prescribed by law.

Section 2.14. Filling Vacancies. (a) If a vacancy occurs in an elective office, except in the case of recall, the council shall fill the vacancy by appointment within thirty days thereafter. If the vacancy occurs less than twenty-four hours prior to the last date and time set for filing nominating petitions for offices to be filed at the next regular meeting of the council next following such regular city election, it shall not be filled until the first regular meeting of the council next following such regular city election. Each such appointment shall be for a term ending at the next regular council meeting following the next regular city election.

(b) If a vacancy occurs in an appointive office, such vacancy shall be filled within forty-five days thereafter in the manner provided for making the original appointment. Such time may be extended, for not more than an additional ninety days, by the council resolution setting forth the reasons therefor.

Section 2.15. Delivery of Office to Successor. Whenever an officer or employee leaves an office or employment for any reason, he shall deliver forthwith to his successor in the office or to the mayor, all property of the city such as books, working papers, moneys and effects, which are in his custody, possession or control.



Legislation Text

File #: 22-0368, **Version:** 1

ITEM TITLE:

Approval of Change Order with Wolverine Supply Inc., for Valdez Elementary & High School Water Piping Replacement in the amount of \$111,710.13.

SUBMITTED BY: Scott Benda, Senior Project Manager

FISCAL NOTES:

Expenditure Required: \$111,710.13

Unencumbered Balance: \$60,500 & \$111,075

Funding Source: 350-0310-55000.1809 & 350-0310-55000.1810

RECOMMENDATION:

Approve the Change Order with Wolverine Supply Inc., for Valdez Elementary & High School Water Piping Replacement in the amount of \$111,710.13.

SUMMARY STATEMENT:

Change Order Description: The Gilson Middle School has experienced numerous water leaks since original construction in '14. The school was plumbed with commercial grade, modern plastic piping, specifically, chlorinated poly vinyl chloride (CPVC) pipe. The first leak occurred in the boiler room a couple weeks after the school opened and was attributed to a fitting that was incorrectly glued together. Over the years other leaks occurred at other fittings resulting in localized water damage. In the spring of '21 a mechanical engineer was contracted to investigate the cause of the leaks. His report is attached. His findings concluded that thermal expansion and contraction in conjunction with incorrectly braced and supported piping was the cause. Contributing to that was an operational policy to turn off the hot water recirculating system during times the building was not occupied. This created a situation where the pipes would expand and contract with the temperature swings.

This change order will correct the bracing and pipe support issues throughout the school. Modifications and repairs have been designed (see attached drawings). Wolverine Supply with their mechanical subcontractor Valley Mechanical are the contractors who recently hold the contract for the water piping replacement work in both HHES and VHS. They have previously worked inside GMS and are familiar with the facility. They actually performed some of the leak repairs since original construction. They are not the same contractor that did the plumbing work during original construction.

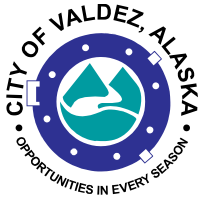
Construction Schedule: The work will be substantially complete before the start of school in mid-August.

Other Project Notes: The contractor has checked on the availability of materials and with the

exception of a tempering valve, the materials are available off the shelf. The lead time for the tempering valve is compatible with the schedule.

Budget: The original budget for this project was \$3.5 million. The bidding climate at the time was extremely favorable to the project with the low bid coming in at \$1,044,000. Adequate budget funds remain to cover this additional work.

The project still has about half of the \$125k contract contingency remaining and the only other change orders on the project were for time extensions due to COVID and supply chain delays. The approximately \$65k in the already approved contract contingency account can be used to offset the total cost resulting in a net add to the contract of approximately \$50k.



**CHANGE ORDER
CITY OF VALDEZ**

TO: Wolverine Supply, Inc.
5099 E. Blue Lupine Drive
Wasilla, AK 99654

DATE ISSUED June 29, 2022
CHANGE ORDER NO. 3
COST CODE NO. 350-0310-55000.1809
350-0310-55000.1810
PROJECT NO. 19-350-1809
CONTRACT NO. 1599
Distribute to _____
Engineering _____ 1
Owner _____
Contractor _____ 1
Other _____

PROJECT: Valdez Elementary & High School
Water Piping Replacement

You are directed to make the changes in this CONTRACT as follows: Complete water piping repairs in GMS in accordance with design drawings.

Justification: GMS has experienced numerous leaks since original construction. Inadequate bracing and support was determined to have contributed to the failures. This work will correct that condition throughout the school.

Not valid until signed by both the Mayor and City Clerk. Signature of Contractor indicates his agreement herewith, including any adjustment in **CONTRACT** sum or **CONTRACT** time.

The original CONTRACT sum was.....	\$	<u>1,044,000.00</u>
Change by previously authorized Change Order(s).....	\$	<u>0.00</u>
The CONTRACT sum prior to this Change Order was.....	\$	<u>1,044,000.00</u>
The CONTRACT sum will be increased by this Change Order.....	\$	<u>111,710.13</u>
New CONTRACT sum including this Change Order will be.....	\$	<u>1,155,710.33</u>

CONTRACT time will be *increased* by 182 days. The date of Substantial Completion as of the date of this Change Order therefore is August 15, 2022.

CONTRACTOR

By: _____

Date: _____

CORPORATE SEAL

Attest: _____
Corporate Secretary

APPROVED AS TO FORM:

Brena, Bell & Walker P.C.

Jon S. Wakeland

Date: _____

AUTHORIZED BY:

CITY OF VALDEZ

By: _____

Sharon Scheidt, Mayor

Date: _____

Attest: _____

Sheri Pierce, City Clerk

Date: _____

RECOMMENDED

By: _____

Mark Detter, City Manager

Date: _____

By: _____

Nathan Duval, Capital Facilities Director

Date: _____



Gilson Middle School

CPVC Plastic Piping Failure Analysis

Richard Armstrong

3/2/21

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GEORGE H. GILSON MIDDLE SCHOOL CPVC PIPING FAILURE ANALYSIS

Executive Summary

In the 6+ years since completion of the school (August 2014), there were a number of failures in piping, some of which were involved in the hydronic heating system (2) which used copper pipe, and one of which was a leak that appeared in the copper run-out piping to a domestic hot water faucet, which was not the subject of this analysis. Leaks involved exclusively in the CPVC pipe or fittings carrying domestic hot or cold water were in the kitchen (1), in the boiler room (3), and in the gym storage room (2), for a total of six reported CPVC domestic water leaks since school opening.

The kitchen leak was above the ceiling in the food storage area. That leak occurred in a transition fitting that was used to join the CPVC plastic pipe with copper pipe, and was not a leak in the pipe itself, but a transition fitting leak. The transition fitting leak is suspected to have been caused by a contaminated fitting or solvent which caused the solvent to fail to properly adhere to the fitting and pipe, as evidenced by the pipe being able to rotate and leak in the female adaptor. It was exacerbated by the lack of a proper support, which put the pipe under stress as noted in the body of the report.

It is the writer's opinion that the other six failures were all caused by a failure to accommodate for expansion and contraction of the cold water, hot water, and recirculated hot water piping. These failures were basically in only two locations, one being at the wall between the gym storage room and the boiler room (two pipes that had four failures), and the other being at the top of a riser pipe that served cold water (CW) to one of the two hot water generators. It is noted that during the original few years of operation, the hot water recirculation system which is used to assure that hot water will be available as soon as practicable after the hot water is turned on, was cycled on and off daily through a timer to save energy when the school was not occupied. The cycling allowed the hot water piping to contract as it cooled off each night and then expand again when the hot water recirculation pump started again, causing expansion. CPVC pipe, along with all plastic pipe systems, has a relatively large thermal expansion property, so expansion loops and other devices must be installed to compensate for this trait. In these failures, the expansion loop was not professionally installed as discussed in the report.

CPVC piping is reportedly immune to corrosion and degradation from Chlorine based disinfectants and aggressive water which makes it ideal for the Valdez situation. CPVC piping does have varying degrees of incompatibility with certain chemicals which can weaken the pipe and cause eventual failures. CPVC is an amorphous polymer that derives its strength from the fact that it is made up of long chain-like molecules all tangled together according to the manufacturer, Charlotte Pipe and Foundry Company. As described in the manufacturer's white paper titled "Understanding Chemical Incompatibility", some incompatible chemicals can weaken the pipe and cause environmental stress cracking, especially if combined with other stresses such as expansion/contraction forces or lack of proper pipe support. The pipe manufacturer has a program titled the "FBC system compatible program" which goes into more detail regarding incompatible materials. There was no evidence of this type of failure or the presence of incompatible materials touching the pipe. We note that most of the failed

components had been disposed of after the repairs were made so further analysis of the failure mode is not possible.

It is concluded that the two locations where all 5 failures occurred were due to thermal expansion and contraction. We recommend that new expansion loops be installed, or pipe clamps be adjusted at these two locations to allow necessary pipe expansion and contraction without damage to the pipe. It is further recommended that the entire installation be inspected, and pipe hangers and clamps be adjusted to allow for thermal expansion, as required in the plans and specifications. There were also two cases of inadequate pipe support which should be addressed, as described in more detail within this report.

Background

The Gilson Middle School (GMS) facility was designed in 2013 and was constructed during 2014 adjacent to the Valdez High School at the same site as the old school. The Valdez School District has had numerous past problems with facilities using copper domestic water piping, so they directed the designers to specify chlorinated polyvinyl chloride (CPVC) piping since CPVC is impervious to most chemicals found in many water supplies. This material has outstanding corrosion resistance, which makes it a superior product over copper due to the water make up at Valdez. At the time of design and construction, Polypropylene piping was not an available option.

After occupancy, some leaks were observed in both the domestic and the hydronic piping systems. In the case of the hydronic system, the leaks were typically seals at control valves or pumps with small leaks, but not actual pipe leaks in the copper piping. One pinhole leak was observed at a kitchen faucet supply, with the cause unknown.

The CPVC plastic piping developed leaks typically at elbows where the highest expansion/contraction stresses typically develop. The City is concerned that the failures may continue and cause damage to the building and disruption to classes, so they have been considering a wholesale replacement of all the CPVC piping in the building, which is estimated to cost over \$2.3 million. This study was chartered to try to determine the cause of the failures and determine if the pipe manufacturer is at fault, or if there is a better approach to the issue rather than complete pipe replacement.

Site Visit Findings

A site visit was made to the GMS on February 23-24, 2021. Those in attendance were:

Richard S. Armstrong	Richard S. Armstrong, PE, LLC
Scott Benda	Sr. Project Manager, Inspector, City of Valdez
Rod Morrison	Principal, GMS School
Craig Chafer	Facility Manager, GMS
Bihn Ngueya	Maintenance Tech, GMS School

The group walked the school and pointed out areas of old piping leaks, as well as other concerns regarding the piping system. Only two samples of pipe/fitting failures were available, and they were given to the writer for further examination. After the tour, the

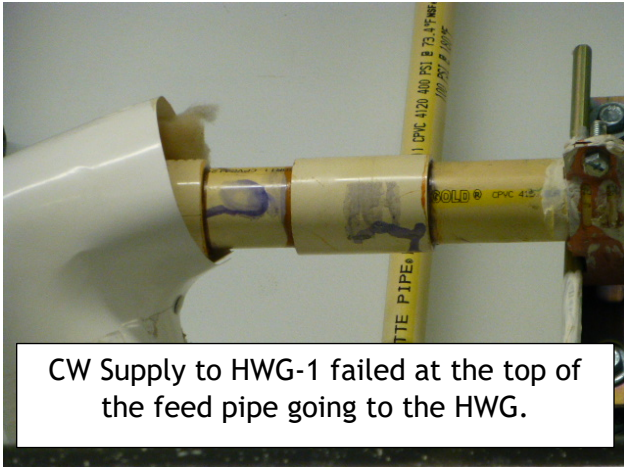
writer began an independent review of each of the areas of concern, and took readings related to the domestic water system to assist with the failure analysis. Some of the data collected is listed below:

- Hot water generator (HWG) temperature/pressure relief valve (TPRV) setting (typical of both): 150 PSI, 210 deg F. Found HWG-1 was weeping at TPRV discharge line. (probably debris on the valve seat of the TPRV).
- Water service pressure ahead of the pressure regulating valve (PRV), on sprinkler header pipe, with a peak historical reading = 100 PSIG.
- Water service pressure at 3" check valve downstream from water meter = 70 PSIG.
- Water pressure downstream of the service PRV = varies 55-65 PSIG.
- Water pressure at HWG expansion tank overnight high reading = 60 PSIG.
- Water pressure at kitchen hot water (HW) = 60 PSIG.
- Water pressure at kitchen cold water (CW) = 60 PSIG.
- Air pressure on HWG expansion tank bladder = 60 PSIG.
- City water PH read with Litmus paper = 7.0. See water analysis at Exhibit B.
- Hot water temperature at 120F HWG line= 120F.
- Hot water temperature at 140F HWG = 140F.
- Sleeves at fire walls - Outside of pipe insulation.
- Fire stop material - Red in color, between wall and sleeve, no contact with pipe.
- CPVC Pipe ID: Flowguard Gold 11 CPVC 4120, manufacture date 5/29/13. No sign of fading from UV, sunlight.
- Fitting solvent: yellow.
- Hot water recirc pumps: UPS 15-55 SFC (typ of 2), 3/4" pipe, 120F water, 140F water. Always on, balance valves set to wide open (Note: recirc had been on a timer but was changed to continuous to reduce daily expansion/contraction in the HW system).
- Voltage potential between copper pipe at kitchen and grounded MC cable jacket: 0 volts AC.
- Paint, grease, wire, Polyurethane foam, fire caulk or other materials on CPVC pipe: none observed.
- Pipe insulation used: Yellow fiberglass pre-formed.
- Shock arrestors observed installed per plans.

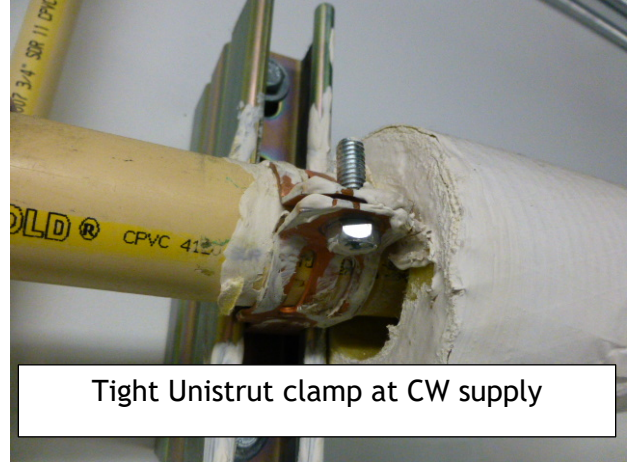
Pipe Failure Observations

1. **Failure #1:** CW feed to HWG-1 at top of pipe: This failure occurred in a 1.5" CW supply pipe that feeds the hot water generator. The CW pipe runs horizontally along the back wall of the boiler room, which feeds both HWG-1 and HWG-2. The pipe or fitting breakage occurred at or close to the downturn elbow at the left (south) end of the horizontal run. (see photo below). There is a Unistrut and clamp within a few inches to the right of the downturn elbow that appears to be cemented to the strut (see photo below), which is made up very tight to the pipe. The vertical pipe that feeds down to the HWG-1 appears to have movement available, but the horizontal run

did not have any movement available up or down or left to right. As cold water flows through the pipe to feed the HWG-1, it can cool from room temperature (Est at 70F) to an estimated 36-degree service temperature for a temperature difference of 34F. The vertical pipe is about 10' long. Charlotte Pipe has published the coefficient of expansion for CPVC pipe to be 0.408 inches/10 deg F/100 LF. The vertical pipe would therefore expand approximately 0.1387" when it went from 70 deg F to 36 deg F. It is recommended that the clamp on the horizontal pipe be loosened to allow vertical and horizontal movement for this expansion and contraction.

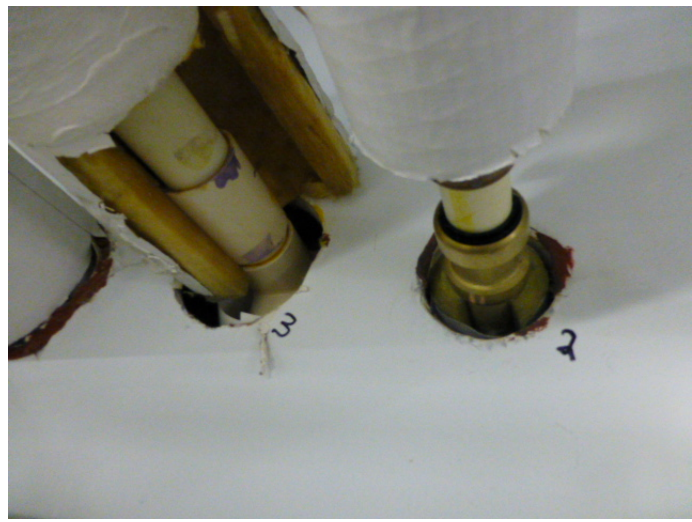


CW Supply to HWG-1 failed at the top of the feed pipe going to the HWG.



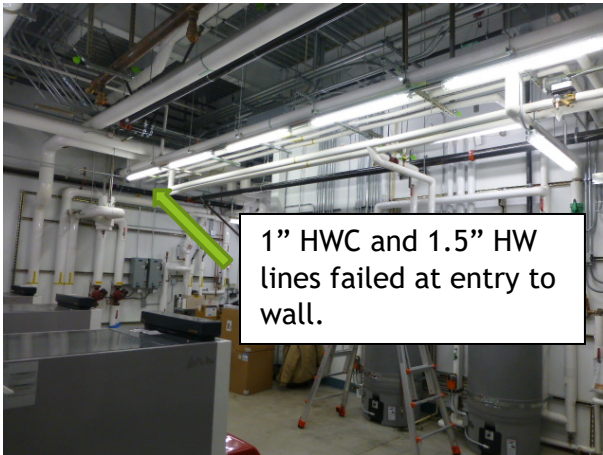
Tight Unistrut clamp at CW supply

- Failure #2, #3:** These two failures occurred high at the plan south wall of the boiler room. The failure shown as #2 was in a 1" CPVC 120-degree hot water recirculation (HWC) line where it went into the wall. We were advised that the leak occurred at the coupling, but we could not verify this since the repair was already completed. A 1" shark bite coupling was used to make the repair. There is a downturn 90-degree elbow just inside the wall



that would have restrained thermal expansion and contraction, and which failed at the opposite side of the wall as well at another time. The 1.5" HW pipe just to the left of failure #2 is identified as #3. It also has a 90-degree elbow just inside the wall and is at the end of a run of piping that is supported with trapeze hangers and Unistrut clamps. It appears that expansion could not occur due to the 90-degree downturn elbows at each pipe, and the wall behind trapping those fittings. As noted below, both pipes on the opposite side of the wall also failed at or near the lower 90-degree

elbow that continued the pipeline service to the south above the lay-in ceiling at the gym storage room.



The length of the straight run of piping on the trapeze hangers was measured to be about 25', and there were no expansion loops or offsets in that run. It was not determined if the Unistrut clamps were loose or tight along the trapeze hangers. Project specifications Section 22 05 29, 2.1 C 5, and 3.3 I do permit use of trapeze hangers, especially where piping is installed parallel and at the same elevation. Section 3.3 M also does require that the hangers be designed for pipe movement without disengagement of supported pipe.

- Failure #4, #5:** These two failures occurred on the opposite side (south side) of the boiler room wall above the lay-in ceiling in the gym storage room, on the same two pipes described in failure 2,3 above. Both the 1.5" HW line and the 1" HWC lines failed at or near the lower 90-degree elbow facing the plan north, as the piping continued to the boy's locker room ceiling cavity on the opposite side of the corridor outside of the gym storage wall. As noted on the wall, the 1.5" HW line failed on 5/11/19, and the 1" HWC line failed on 5/3/18. We do not know if the trapeze clamps were tight or loose, but either



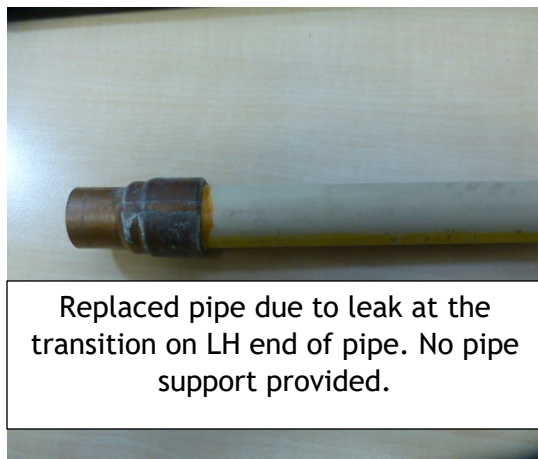
way there was no room for thermal expansion. The pipes continue to run to the south to a space above the boy's locker room. Plans 1/M222 and 2/M222 show a 28" offset

expansion loop in the piping above the boy's locker room (which has a hard ceiling with no access), but it is not known if the trapeze hanger clamps from failure point 4A and 3A above were loose or tight to adsorb or restrain movement. It is recommended that a horizontal design expansion loop be installed at the south boiler room wall where these four failures occurred, with one horizontal leg for each pipe in the south side of the boiler room and the other horizontal leg for each pipe in the space above the storage room, with a restraint at the loop center. See Exhibit A for sizing details.



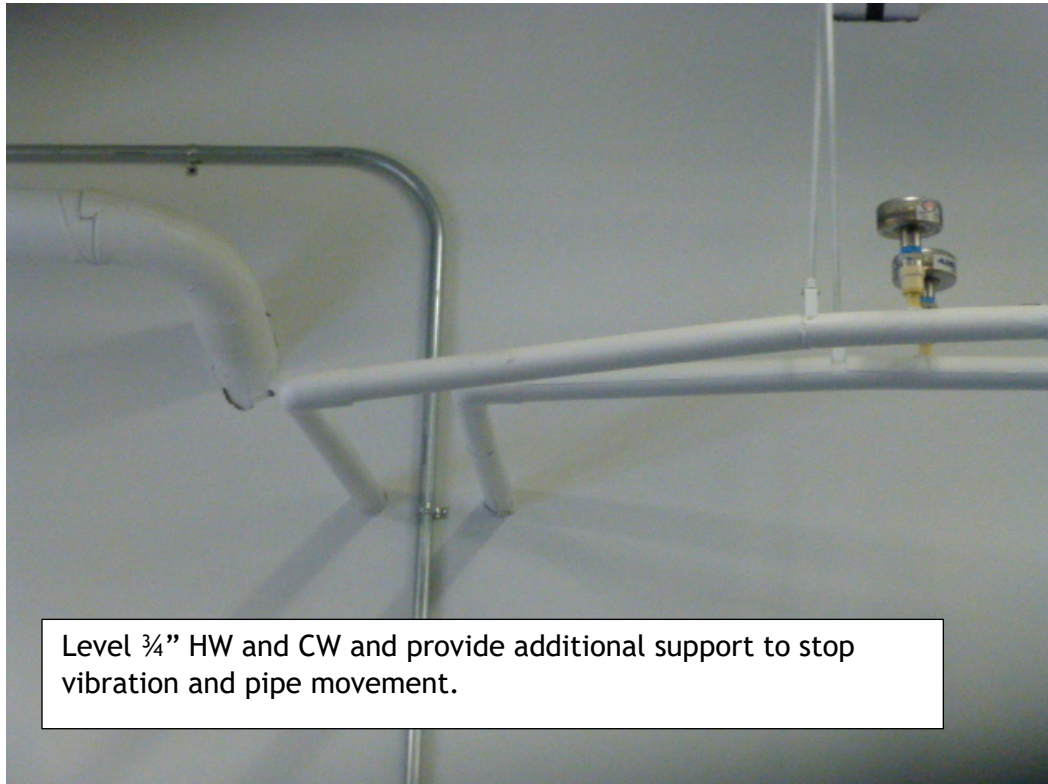
CW, HW, HWC piping above drop ceiling in corridor outside entry to boys' locker room. Piping with offset expansion loop is above hard ceiling and is concealed.

4. **Failure #6:** This was a $\frac{3}{4}$ " CPVC pipe above the kitchen food storage lay-in ceiling. The failure occurred in a copper to CPVC transition coupling. The solvent weld at the transition leaked, and the pipe was able to be twisted at the female transition. It is suspected that the fitting was dirty or inadequate solvent was applied, since there was no fillet of solvent evident at the fitting. The pipe was not adequately supported, that may have stressed the fitting as well. The pipe itself did not leak, only the fitting connection.



Replaced pipe due to leak at the transition on LH end of pipe. No pipe support provided.

5. **Potential Failure #1:** There is a hot and cold water $\frac{3}{4}$ " CPVC feed to a clothes washer in the receiving room. See detail 5/M801 and 1/M212, upper RH corner of plan leading to washer box P-9. The two pipes each have a water hammer arrestor, but when water is drawn from the piping on the south end of that room, the HW and CW pipes vibrate and move around enough to eventually cause a failure in the piping. Recommend seismic pipe support at the piping, and adjustment of the clevis hangar levels or offset 90s to provide level piping to the wall.



Level $\frac{3}{4}$ " HW and CW and provide additional support to stop vibration and pipe movement.

Exhibit A: Charlotte Pipe Technical Manual

DESIGN & ENGINEERING DATA

Plastics Technical Manual

Expansion and Contraction of CTS CPVC

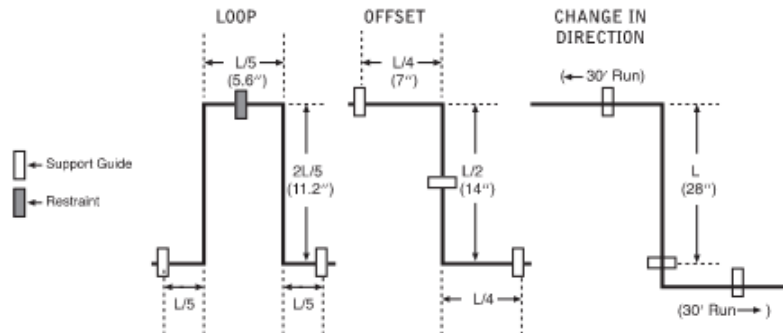
Basic expansion loop requirements for FlowGuard Gold® and ReUze® CTS CPVC are described below. One or more expansion loops, properly sized, may be required in a single straight run. The following charts can be used to determine expansion loop and offset lengths.

Expansion Loop Length (L), inches
for
100°F Temperature Change

Length of Run in Feet

Nominal Dia., In.	20'	40'	60'	80'	100'
½	16	23	28	32	36
¾	19	29	33	38	43
1	22	31	38	44	49
1¼	24	34	42	48	54
1½	26	37	45	52	59
2	30	42	52	60	67

Example: Tubing Size = 1/2" Length of run = 60' L = 28" (from table)



NOTICE

Failure to compensate for expansion and contraction caused by temperature change may result in system failure and property damage.

- Do not restrict expansion or contraction. Restraining movement in piping systems is not recommended and may result in joint or fitting failure.
- Use straps or clamps that allow for piping system movement.
- Align all piping system components properly without strain. Do not bend or pull pipe into position after being solvent welded.
- Do not terminate a pipe run against a stationary object (example: wall or floor joist).
- Do not install fittings under stress.

ReUze is a registered trademark of Charlotte Pipe and Foundry Company.
FlowGuard Gold is a registered trademark of Lubrizol Corp.

WHERE DOES MY WATER COME FROM?

The City of Valdez maintains three water systems within the city limits. In 2019 all systems collectively produced over 628 million gallons of water for Valdez consumers. A sanitary survey was conducted in 2019 on all three water systems. A sanitary survey is required every three years.

The Main In-town system provides water to the residences and businesses in the immediate town area. Three wells on Hanagita Street draw water from a groundwater aquifer located approximately 60 feet below the surface, providing water to Reservoir #1 on "water tower hill". A second well located on Egan Drive also draws water from an aquifer 60 feet below the surface and stores the water in Reservoir #2, located on the hill behind this station. It is suspected that the water from these two reservoirs is not completely blended in the system, therefore water is monitored from each reservoir to ensure the water tested is representative of the entire system.

The South Central system is now connected with the Loop Road and Airport water systems forming a looped system. Located next to the Senior League field, this station has two wells that draw water from an aquifer located approximately 60 feet below the surface, storing it in the onsite reservoir. Water is supplied to the residences and businesses along Salcha Way, Airport Road, Atigun Street, Sawmill Drive and around Loop Road to the Richardson Highway.

The Robe River water system also draws water from an aquifer located roughly 60 feet below the surface and stored in the onsite reservoir. This system provides water to all the service connections in the Robe River subdivision.

SOURCE WATER ASSESSMENTS have been completed by the ADEC as a first step towards voluntary local source water protection efforts. Vulnerability ratings are assigned based on the susceptibility of the drinking water source, recent sampling results and the presence of potential contaminant sources – they do not necessarily indicate these contaminants will reach your source water.

The Main In-town water system has received a vulnerability rating of 'Very High' for nitrates and nitrites, volatile organic chemicals, heavy metals, cyanide and other inorganic chemicals, and other organic chemicals and a vulnerability rating of 'High' for bacteria and viruses and synthetic organic chemicals.

The South Central water system has received a vulnerability rating of 'High' for bacteria and viruses, nitrates and nitrites, volatile organic chemicals, heavy metals, cyanide and other inorganic chemicals, and other organic chemicals and a vulnerability rating of 'Medium' for synthetic organic chemicals.

The Robe River water system has received a vulnerability rating of 'High' for bacteria and viruses, nitrates and nitrites, and volatile organic chemicals and a vulnerability rating of 'Medium' for heavy metals, cyanide and other inorganic chemicals, synthetic organic chemicals and other organic chemicals.

The Planning and Zoning Commission has been designated as the Source Water Protection Planning Team. For more information on scheduled meetings contact Community Development at 834-3404.

Water Quality Testing

Because of the numerous potential source and varieties of contaminants, state and federal law mandates the routine testing of all contaminants known to pose a risk to public health. Some contaminants can affect water sources very quickly and others are not expected to vary significantly from year to year. Therefore testing frequency varies from weekly to once every nine years, depending on risk and contaminant. Your water is tested for all applicable hazardous contaminants, however only those detected are listed in the adjacent table.

CONTAMINANT	MCL	MCLG	Units	Main In-Town Reservoir #1 PWSID 298103	Main In-Town Reservoir #2 PWSID 298103	South Central PWSID 291229	Robe River PWSID 291211	Year Tested	Possible Source of Contamination
NITRATE (as Nitrogen)	10	10	mg/l	0.952	0.681	0.255	0.491	2019	Leaching from septic tanks; erosion of natural deposits.
COPPER	1.3 (AL)	1.3	mg/l	0.235*	0.235*	0.054	0.128	2017	Corrosion of household plumbing systems.
LEAD	15(AL)	0	ug/l	3.16*	3.16*	2.94	2.41	2017	Corrosion of household plumbing systems.
Radium (combined 226/228)	5	0	pCi/L	0.30	0.60	0.11	0.55	2016	Erosion of natural deposits
Alpha emitters	15	0	pCi/L	0.45	-0.17	-0.720	1.50	2016	Erosion of natural deposits
Barium	<2000	0	ug/l	3.87	ND	ND	27.5	2019	Erosion of natural deposits

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. MCL's are set as close to the MCLG's as feasible using the best available technology.
Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected health risk. MCLG's allow for a margin of safety.
Action Level (AL): The concentration of a contaminant, which if exceeded triggers treatment or other requirements which a water system must follow.
Milligrams per liter (mg/l): One part per million parts.
Micrograms per liter (ug/l): One part per billion parts.
Picocuries per liter (pCi/L): A unit of Radioactivity.
ND: None detected.
 * Collected in 2018

*** Tampering with a water facility is a FEDERAL OFFENSE. Please report all suspicious activity to 835-4560. ***

Exhibit B: City of Valdez Water Analysis

CHANGE ESTIMATE TAKE-OFF

Contractor Wolverine Supply, Inc.
Project Name: Valdez Schools Piping Replacement
Prepared by: Bruce Van Buskirk



Project No: 19-350-1809
RFP # 4 - Re-Piping
Date: 6/6/2022

<i>Demo & Re-Piping As Shown on RSA Drawings Dated 3-28-22, Includes Supply & Install Of New TV</i>	Equipment and Material Cost				Labor Manhours Cost					Totals
Indirect Costs	Quant.	Unit	Unit Cost	Total Cost	Wage \$	Labor Burden \$	Total Hourly Rate \$	Hours	Total Labor	Total Line Cost
	0	Day	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00
	0	Lbs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00
	0	Lbs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00
	0	Yd	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00
	0	Day	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00
Direct Costs - Materials, Labor, Equipment										
Superintendance/Labor	1	L.S.	\$0.00	\$0.00	\$65.49	\$14.47	\$79.96	120	\$9,595.20	\$9,595.20
	1	L.S.	\$600.00	\$600.00	\$71.34	\$14.35	\$85.69	0	\$0.00	\$600.00
	1	L.S.	\$500.00	\$500.00	\$71.34	\$14.35	\$85.69	0	\$0.00	\$500.00
	1	L.S.	\$150.00	\$150.00	\$71.34	\$14.35	\$85.69	0	\$0.00	\$150.00
	1	L.S.	\$0.00	\$0.00	\$71.34	\$14.35	\$85.69	0	\$0.00	\$0.00
	1	L.S.	\$0.00	\$0.00	\$71.34	\$14.35	\$85.69	0	\$0.00	\$0.00
	1	L.S.	\$0.00	\$0.00	\$71.34	\$14.35	\$85.69	0	\$0.00	\$0.00
	1	L.S.	\$0.00	\$0.00	\$71.34	\$14.35	\$85.69	0	\$0.00	\$0.00
	1	L.S.	\$0.00	\$0.00	\$71.34	\$14.35	\$85.69	0	\$0.00	\$0.00
	1	L.S.	\$0.00	\$0.00	\$71.34	\$14.35	\$85.69	0	\$0.00	\$0.00
Total G.C. Cost										\$10,845.20
20% Overhead & Profit										\$2,169.04
Sub Total										\$13,014.24
Subcontractors										
Sub Contractor: Valley Mechanical										\$81,170.00
Sub Contractor: Kenetic Electric										\$5,500.00
										\$0.00
					Subcontractor Totals					\$86,670.00
10% Overhead & Profit on Subcontractor										\$8,667.00
Total Sub Cost with G.C. Markup										\$95,337.00
Sub-Total										\$108,351.24
Bond Cost at 1.9%										\$2,058.67
Insurance Cost at 1.2%										\$1,300.21
Time Ass. with this RFP :	TOTAL COST FOR THIS SHEET									\$111,710.13

0"
1"
2"
3"

PIPING LEGEND	LOGIC	ABBREVIATIONS
<p>----- DENOTES DEMOLITION</p> <p>--- WASTE</p> <p>----- VENT PIPING</p> <p>----- COLD WATER</p> <p>----- HOT WATER</p> <p>----- HOT WATER RECIRCULATED</p> <p>---XXX--- SEE ABBREVIATIONS FOR MEDIA</p> <p>○ PIPE UP</p> <p>○ PIPE DOWN</p> <p>○ TEE UP</p> <p>○ TEE DOWN</p> <p>┌ CAP</p> <p>└ UNION</p> <p>▶ DIRECTION OF FLOW</p> <p>○ BALL/BUTTERFLY VALVE</p> <p>⊗ GATE VALVE</p> <p>↯ BACKFLOW PREVENTER</p>	<p>● POINT OF CONNECTION</p> <p>5 M2 --- DETAIL NUMBER</p> <p>5 M2 --- SHEET LOCATED ON</p> <p>5 M2 --- DIRECTION OF VIEW</p> <p>5 M2 --- SECTION NUMBER</p> <p>5 M2 --- SHEET LOCATED ON</p> <p>1 --- SHEET NOTES</p>	<p>ABV ABOVE</p> <p>ACT ACOUSTICAL CEILING TILE</p> <p>ADA AMERICAN W/ DISABILITIES ACT GUIDELINES</p> <p>AD ACCESS DOOR</p> <p>AHAP AS HIGH AS POSSIBLE</p> <p>AMPS AMPERES</p> <p>APD AIR PRESSURE DROP</p> <p>ARW ACID RESISTANT WASTE</p> <p>BLDG BUILDING</p> <p>BTUH BRITISH THERMAL UNIT/HOUR</p> <p>CAP CAPACITY</p> <p>DEG DEGREE</p> <p>DIM DIMENSION</p> <p>DN DOWN</p> <p>DWG DRAWING</p> <p>EAT ENTERING AIR TEMPERATURE</p> <p>EWT ENTERING WATER TEMPERATURE</p> <p>ESP EXTERNAL STATIC PRESSURE</p> <p>ENT ENTERING</p> <p>(E) EXISTING</p> <p>FT FEET</p> <p>FPM FEET PER MINUTE</p> <p>FC FORWARD CURVE</p> <p>F FAHRENHEIT</p> <p>GA GAUGE</p> <p>GPM GALLONS PER MINUTE</p> <p>GWB GYPSUM WALLBOARD</p> <p>HW HOT WATER</p> <p>HWC HOT WATER CIRCULATED</p> <p>HP HORSEPOWER</p> <p>IN INCHES</p> <p>MAX MAXIMUM</p> <p>MBH THOUSAND BTUH</p> <p>MFR MANUFACTURER</p> <p>MIN MINIMUM</p> <p>MTD MOUNTED</p> <p>NPCW NONPOTABLE COLD WATER</p> <p>NPHW NONPOTABLE HOT WATER</p> <p>NTS NOT TO SCALE</p> <p>OC ON CENTER</p> <p>O/A OUTSIDE AIR</p> <p>OD OUTSIDE DAMPER</p> <p>PD PRESSURE DROP</p> <p>PH PHASE</p> <p>PSI POUND PER SQUARE INCH</p> <p>PSIG POUNDS PER SQUARE INCH GAUGE</p> <p>R/A RETURN AIR</p> <p>RPM REVOLUTIONS PER MINUTE</p> <p>S/A SUPPLY AIR</p> <p>SCFM STANDARD CUBIC FEET PER MINUTE</p> <p>SP STATIC PRESSURE</p> <p>SQ SQUARE</p> <p>TEMP TEMPERATURE</p> <p>TOD TOP OF DUCT</p> <p>TSP TOTAL STATIC PRESSURE</p> <p>T'STAT THERMOSTAT</p> <p>TTL TOTAL</p> <p>TYP TYPICAL</p> <p>UPC UNIFORM PLUMBING CODE</p> <p>V VENT</p> <p>VTR VENT THRU ROOF</p> <p>WC WATER COLUMN</p> <p>WG WATER GAUGE</p>

TEMPERING VALVE SCHEDULE

SYMBOL	MANUFACTURER	MODEL	INLET (CW/HW)	OUTLET	TEMPERATURE RANGE F	SET POINT F	FLOW RATE	PRESS. DROP	POWER	ACCESSORIES/REMARKS
TV-1	WATTS	LFIS100VL	1-1/4"	1-1/2"	60-180°F	115°F	55 GPM	10 PSI	20 W; 120/60/1	DIGITAL WATER MIXING VALVE, ASSE 1017 AND NSF 61 LISTED.

PLUMBING FIXTURE SCHEDULE - EXISTING TO REMAIN

SYMBOL	FIXTURE	MOUNTING	CW	HW/TW	WASTE	VENT	TRAP	TRIM/REMARKS
P-6E	SINK - UTILITY	FLOOR	1/2	1/2	2	1-1/2	1-1/2	EXISTING FIXTURE TO REMAIN.
P-6G	SINK - JANITOR	FLOOR	1/2	1/2	3	2	3	EXISTING FIXTURE TO REMAIN.
P-6H	SINK - JANITOR	FLOOR	1/2	1/2	3	2	3	EXISTING FIXTURE TO REMAIN.
P-9	WASHER BOX	WALL	3/4	3/4	2	1 1/2	2	EXISTING FIXTURE TO REMAIN.
HB-1	HOSE BIBB - EXTERIOR	WALL	3/4	--	--	--	--	EXISTING FIXTURE TO REMAIN.
HB-2	HOSE BIBB - INTERIOR	WALL	3/4	3/4	--	--	--	EXISTING FIXTURE TO REMAIN.

KITCHEN FIXTURE SCHEDULE - EXISTING TO REMAIN

SYMBOL	FIXTURE	MOUNTING	CW	HW/TW	WASTE	VENT	TRAP	TRIM/REMARKS
K-16,17	MOP SINK	FLOOR	1/2	1/2	2	1-1/2	1-1/2	EXISTING FIXTURE TO REMAIN.
K-22,23,24	ICE MACHINE, WATER FILTER	--	1/2	--	1/2, 3/4	--	--	EXISTING FIXTURE TO REMAIN.
K-35,36	HAND SINK	WALL	1/2	1/2	1-1/2	1-1/2	1-1/2	EXISTING FIXTURE TO REMAIN.
K-42,43,44	PREP SINK,WASTE DISPOSER	--	1/2 (2)	1/2	1-1/2, 2	--	--	EXISTING FIXTURE TO REMAIN.
K-50,51	PREP SINK	--	1/2	1/2	1-1/2	--	--	EXISTING FIXTURE TO REMAIN.
K-56,57	COMBI OVEN - DOUBLE	--	3/4 (4)	--	2 (2)	--	--	EXISTING FIXTURE TO REMAIN.
K-59	STEAM KETTLE	--	1/2	1/2	--	--	--	EXISTING FIXTURE TO REMAIN.
K-60	FLOOR DRAIN TROUGH	--	--	--	3	2	3	EXISTING FIXTURE TO REMAIN.
K-62	STEAM KETTLE	--	--	--	1 1/4	--	--	EXISTING FIXTURE TO REMAIN.
K-63	WW EXHAUST HOOD	--	--	--	2	--	--	EXISTING FIXTURE TO REMAIN.
K-71	FIVE WELL HOT FOOD UNIT	--	--	--	1	--	--	EXISTING FIXTURE TO REMAIN.
K-75	FOUR PAN UNIT	--	--	--	1	--	--	EXISTING FIXTURE TO REMAIN.
K-83	WW HOOD CONTROL PNL	--	--	1	3/4	--	--	EXISTING FIXTURE TO REMAIN.
K-90,91	PRE-RINSE, WASTE DISPOSER	--	1/2 (2)	1/2	2	2	2	EXISTING FIXTURE TO REMAIN.
K-92	HIGH TEMP DISHWASHER	--	--	--	1-1/2	1-1/2	1-1/2	EXISTING FIXTURE TO REMAIN.
K-94	VENTLESS VAPOR RECOVERY	--	--	--	1/2	--	--	EXISTING FIXTURE TO REMAIN.
K-96,97,98	SINK - 3-COMPARTMENT	--	1/2 (2)	1/2 (2)	2	2	2	EXISTING FIXTURE TO REMAIN.

R S A
Engineering, Inc.
 MECHANICAL AND ELECTRICAL CONSULTING ENGINEERS
 670 West Fireweed Lane, Suite 200
 Anchorage, AK 99503
 Phone (907) 276-0521
 Corporate No.: AECC542

VALDEZ MS DOMESTIC WATER PIPING REPAIRS
 GEORGE H. GILSON MIDDLE SCHOOL
 357 ROBE RIVER DRIVE,
 VALDEZ, ALASKA 99686

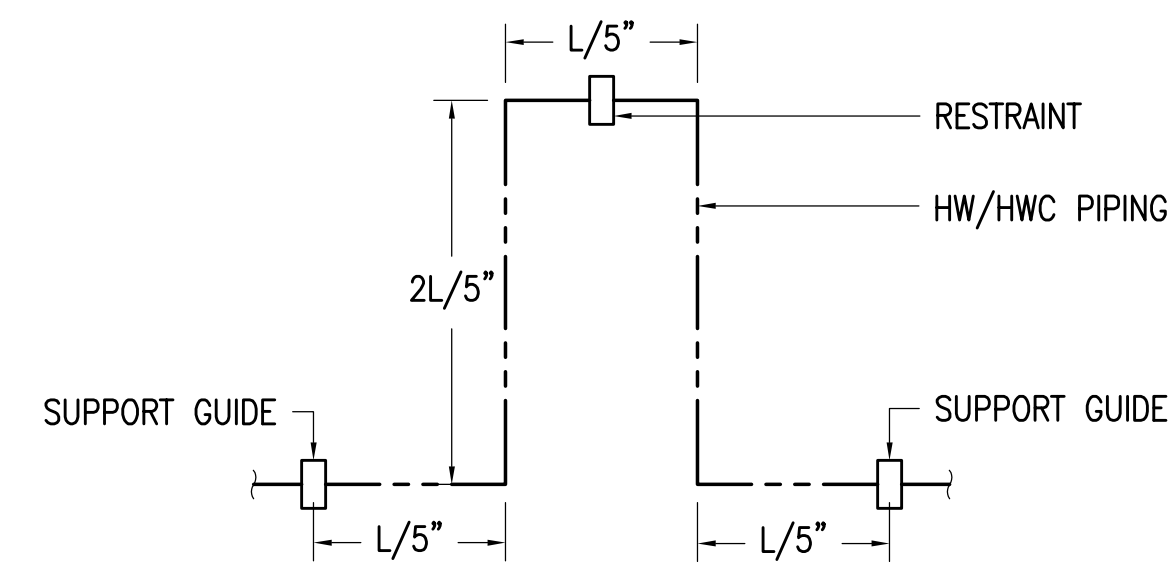
REVISIONS:

DRAWN BY: CAA/BPP
 CHECKED BY: BPP
 DATE: 03/28/2021
 JOB NUMBER: M0225.00
 DWG FILE: MSERIES

DRAWING TITLE:
 LEGENDS,
 ABBREVIATIONS,
 SCHEDULES

SHEET:
M001

0"
1"
2"
3"



2 EXPANSION LOOP DETAIL
NO SCALE

MINIMUM SIZES FOR "L"		
1-1/2" HW		48
1" HWC		42

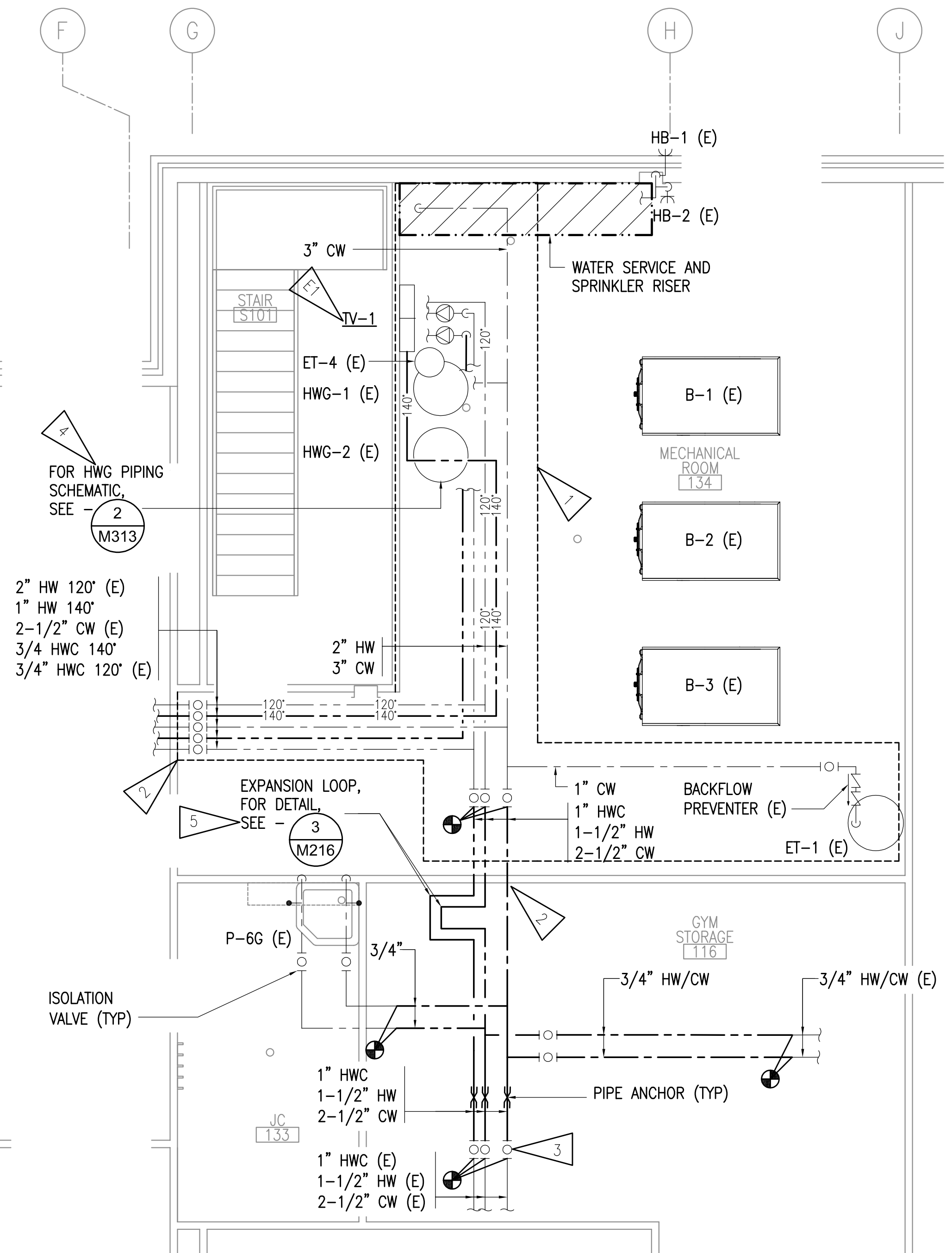
GENERAL NOTES:

- A. THE INFORMATION SHOWN ON THIS DRAWING IS TAKEN FROM AS-BUILT DRAWINGS AND A NON-DESTRUCTIVE WALK THROUGH OF THE FACILITY. THERE IS NO WARRANTY OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION SHOWN HERE-IN. THE CONTRACTOR SHALL FIELD VERIFY ALL ITEMS SCHEDULED FOR DEMOLITION PRIOR TO START OF WORK.
- B. THE OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL SALVAGEABLE MATERIALS. THE CONTRACTOR SHALL DELIVER SALVAGED MATERIALS TO A WAREHOUSE AS DIRECTED BY THE OWNER. THE CONTRACTOR SHALL DISPOSE OF, OFF SITE, ALL UNWANTED MATERIALS.
- C. WHERE NEW PIPING IS INDICATED, DEMOLISH ALL EXISTING PIPING IN ITS ENTIRETY. PROVIDE NEW INSULATION ON NEW PIPING, RE-INSULATE ADJACENT EXISTING PIPING AS REQUIRED TO PROVIDE CONTINUOUS INSULATION FROM EXISTING TO NEW PIPING.

SHEET NOTES:

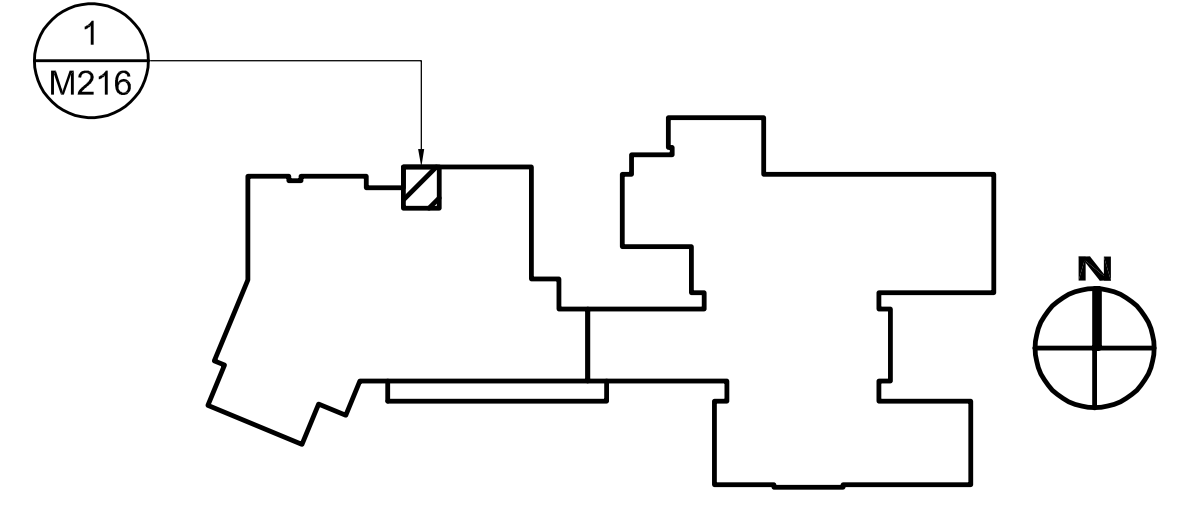
- 1 PROVIDE NEW PP-RCT 140 HW AND 140 HWC PIPING, DEMOLISH EXISTING 140 HW AND 140 HWC CPVC PIPING. REPLACE PIPE CLAMPS ON CW, HW, HW, 140 HW AND 140 HWC PIPING IN AREA INDICATED WITH CUSHION CLAMPS, WALRAVEN W5000 OR APPROVED EQUAL.
- 2 SLEEVE AND SEAL CW, HW AND HWC PIPING PENETRATION THROUGH BOILER ROOM WALL, PIPING INSULATION TO BE CONTINUOUS THROUGH WALL PENETRATION. SMOKE SEAL PENETRATION TO MAINTAIN EXISTING WALL SMOKE RESISTANCE RATING.
- 3 PROVIDE NEW ISOLATION VALVES ON CW, HW AND HWC PIPING.
- 4 REPLACE CPVC PIPING TO HWG WITH POLYPROPYLENE PP-RCT PIPING, SEE PIPING SCHEMATIC.
- 5 EXISTING PIPING ELEVATION CHANGE OCCURS ON SOUTH SIDE OF BOILER ROOM WALL.. REVISE PIPE ROUTING SO CHANGE IN ELEVATION OCCURS AFTER THERMAL EXPANSION LOOP. ADJUST, REPLACE AND PROVIDE NEW PIPING SUPPORTS AS REQUIRED FOR NEW PIPING.

1 ENLARGED MECHANICAL ROOM PIPING REMODEL PLAN - BLOCK D
1/4" = 1'-0"



ELECTRICAL SHEET NOTE:

- E1 PROVIDE 1/2" CONDUIT WITH 3#12 AWG COPPER TYPE XHFW CONDUCTORS AND CONNECT THE NEAREST AVAILABLE CONTROL PANEL CIRCUIT. PROVIDE JUNCTION BOXES AS REQUIRED FOR A COMPLETE SYSTEM. UPDATE PANEL SCHEDULE TO REFLECT NEW TEMPERING VALVE LOAD(S).



R S A
Engineering, Inc.
MECHANICAL AND ELECTRICAL CONSULTING ENGINEERS
670 West Fireweed Lane, Suite 200
Anchorage, AK 99503
Phone (907) 276-0521
Corporate No.: AECC542

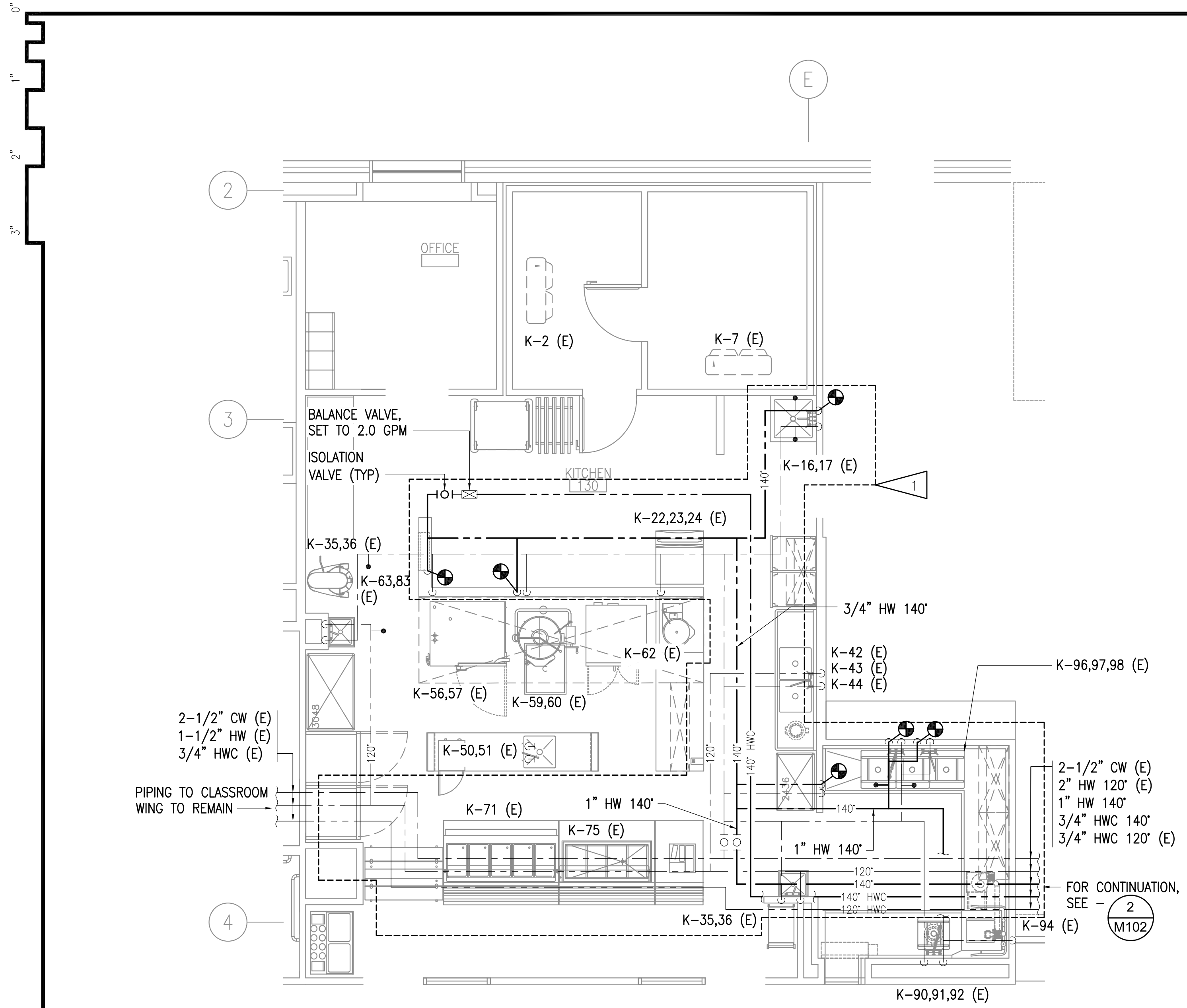
VALDEZ MS DOMESTIC WATER PIPING REPAIRS
GEORGE H. GILSON MIDDLE SCHOOL
357 ROBE RIVER DRIVE,
VALDEZ, ALASKA 99686

REVISIONS:

DRAWN BY: CAA/BPP
CHECKED BY: BPP
DATE: 03/28/2021
JOB NUMBER: M0225.00
DWG FILE: MSERIES

DRAWING TITLE:
ENLARGED MECHANICAL
PIPING REMODEL PLANS

SHEET:
M101



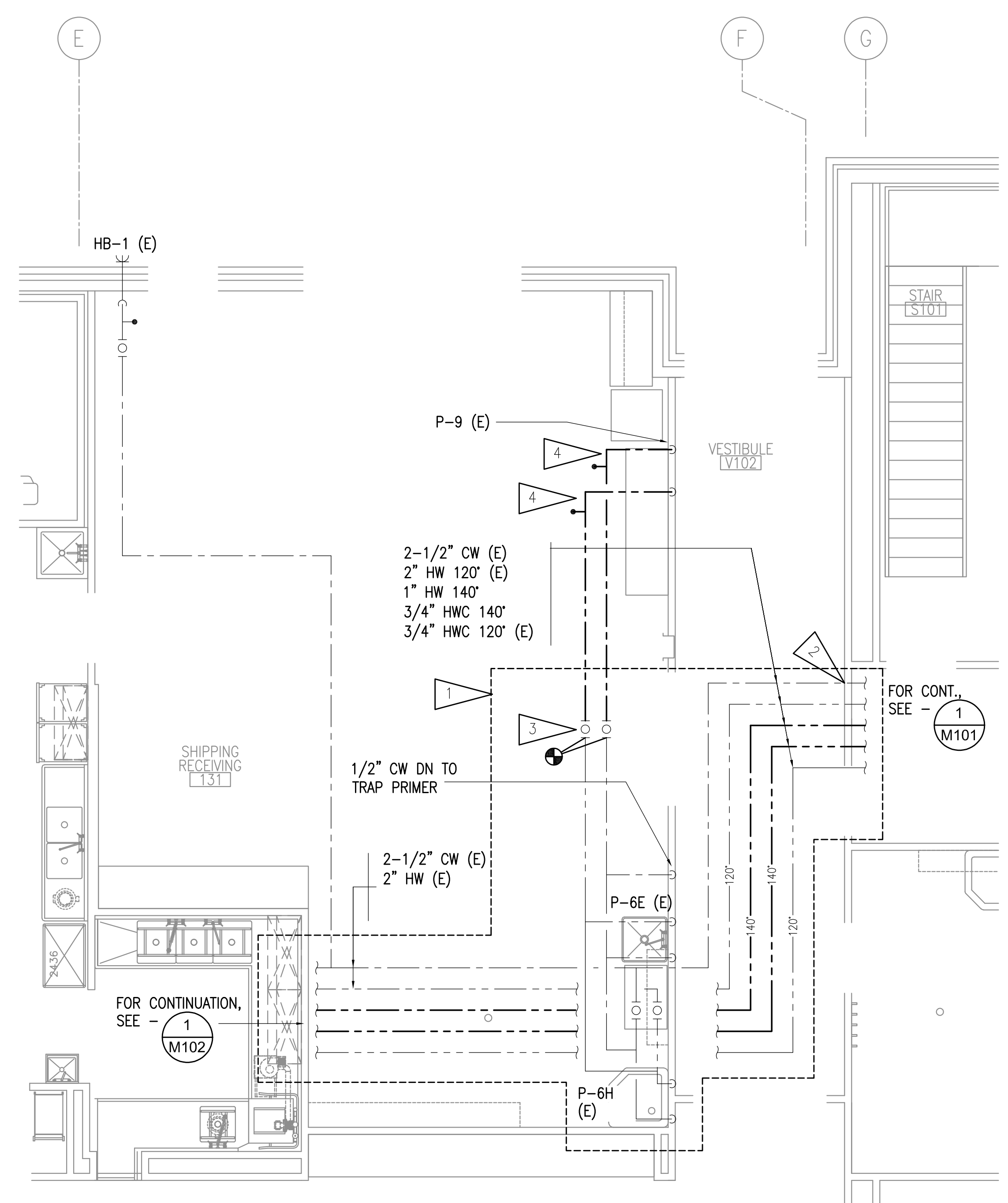
1 ENLARGED ABOVE FLOOR PLUMBING - KITCHEN
1/4" = 1'-0"

GENERAL NOTES:

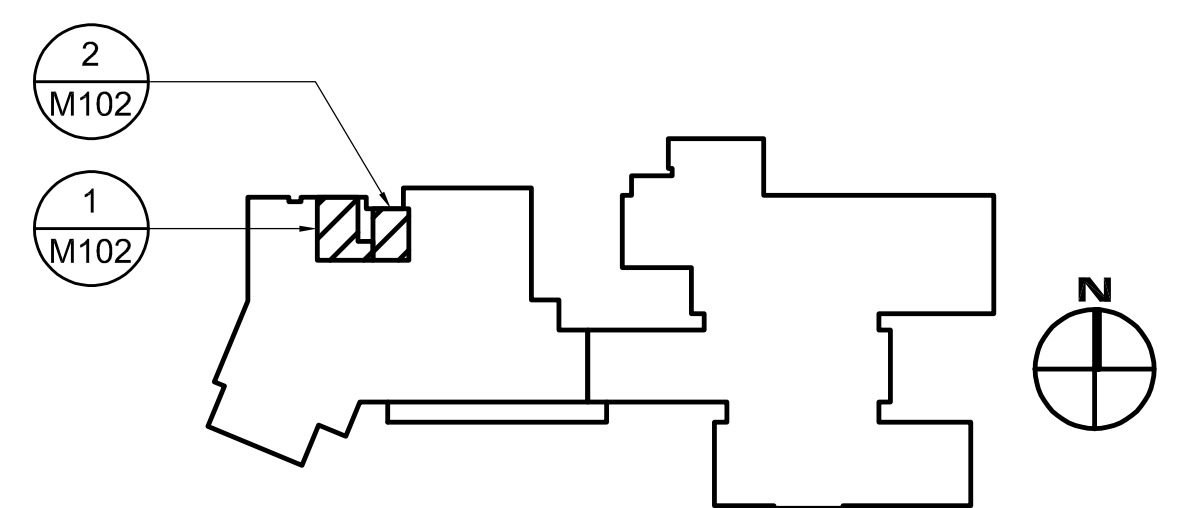
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- C. WHERE NEW PIPING IS INDICATED, DEMOLISH ALL EXISTING PIPING IN ITS ENTIRETY. PROVIDE NEW INSULATION ON NEW PIPING, RE-INSULATE ADJACENT EXISTING PIPING AS REQUIRED TO PROVIDE CONTINUOUS INSULATION FROM EXISTING TO NEW PIPING.

SHEET NOTES:

- 1 PROVIDE NEW PP-RCT 140 HW AND 140 HWC PIPING, DEMOLISH EXISTING 140 HW AND 140 HWC CPVC PIPING. REPLACE PIPE CLAMPS ON CW, HW, HW, 140 HW AND 140 HWC PIPING IN AREA INDICATED WITH CUSHION CLAMPS, WALRAVEN W5000 OR APPROVED EQUAL.
- 2 SLEEVE AND CW, HW, HW, 140 HW AND 140 HWC PIPING PENETRATION THROUGH BOILER ROOM WALL, PIPING INSULATION TO BE CONTINUOUS THROUGH WALL PENETRATION. SMOKE SEAL PENETRATION TO MAINTAIN EXISTING WALL SMOKE RESISTANCE RATING.
- 3 PROVIDE NEW ISOLATION VALVES ON CW AND HW PIPING.
- 4 REPLACE 3/4" CW AND HW CPVC PIPING TO WASHING MACHINE OUTLET BOX WITH POLYPROPYLENE PP-RCT PIPING. NEW PIPING TO BE ROUTED EXPOSED DOWN WALL, COORDINATE WITH OWNER. PATCH AND REPAIR WALL AS REQUIRED TO MATCH EXISTING FINISHES. SUPPORT NEW PIPING WITHIN 6" OF ELBOWS.



2 ENLARGED SHIPPING & RECEIVING PIPING REMODEL PLAN
1/4" = 1'-0"



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VALDEZ MS DOMESTIC WATER PIPING REPAIRS
GEORGE H. GILSON MIDDLE SCHOOL
357 ROBE RIVER DRIVE,
VALDEZ, ALASKA 99686

REVISIONS:

DRAWN BY: CAA/BPP
CHECKED BY: BPP
DATE: 03/28/2021
JOB NUMBER: M0225.00
DWG FILE: MSERIES

DRAWING TITLE:
ENLARGED KITCHEN,
SHIPPING & RECEIVING
PIPING REMODEL PLANS

SHEET:
M102

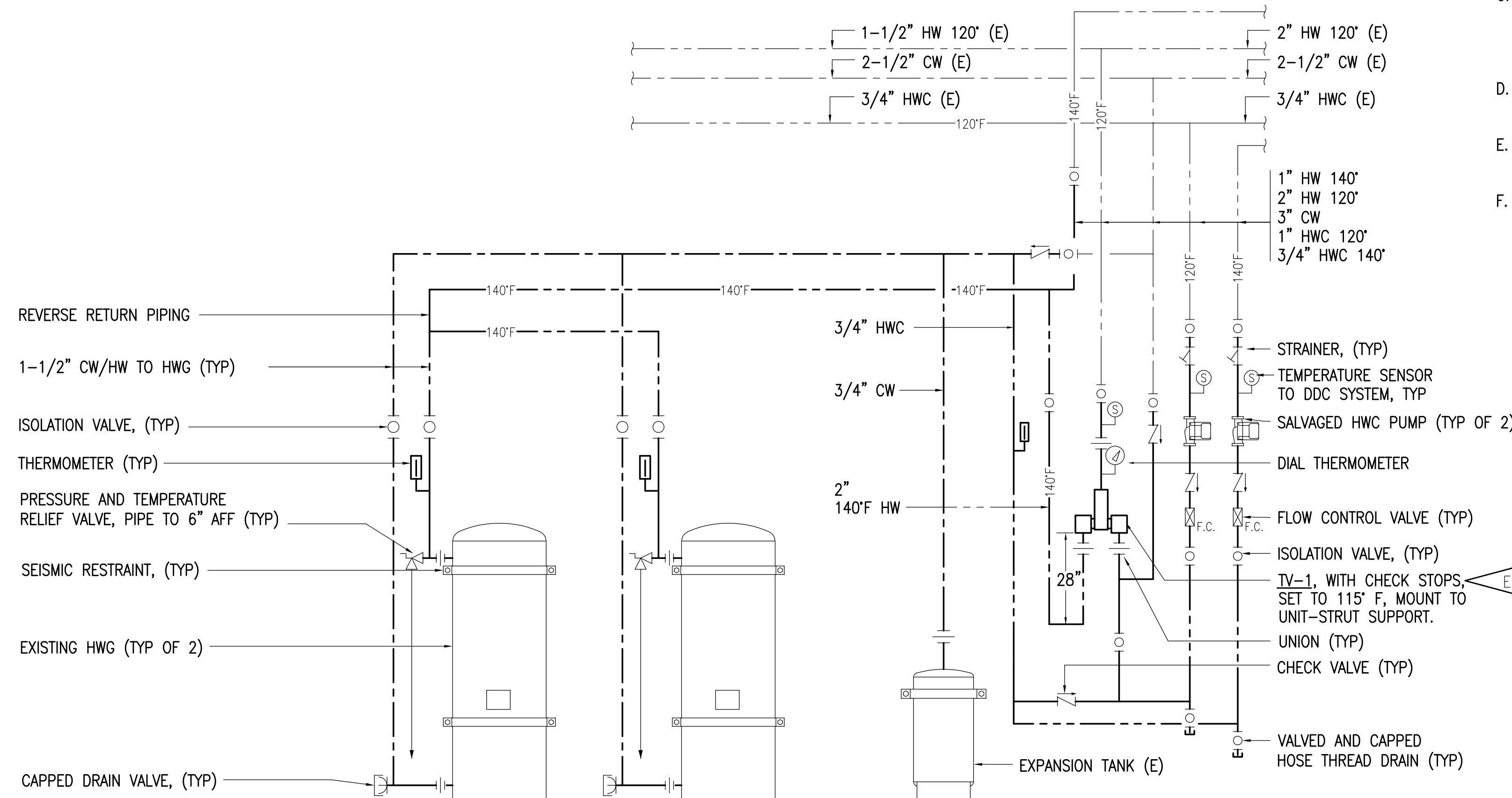
0"
1"
2"
3"

ELECTRICAL SHEET NOTE:

E1 PROVIDE 1/2" CONDUIT WITH 3#12 AWG COPPER TYPE XHHW CONDUCTORS AND CONNECT THE NEAREST AVAILABLE CONTROL PANEL CIRCUIT. PROVIDE JUNCTION BOXES AS REQUIRED FOR A COMPLETE SYSTEM. UPDATE PANEL SCHEDULE TO REFLECT NEW TEMPERING VALVE LOAD(S).

GENERAL NOTES:

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- C. WHERE NEW PIPING IS INDICATED, DEMOLISH ALL EXISTING PIPING IN ITS ENTIRETY. PROVIDE NEW INSULATION ON NEW PIPING, RE-INSULATE ADJACENT EXISTING PIPING AS REQUIRED TO PROVIDE CONTINUOUS INSULATION FROM EXISTING TO NEW PIPING.
- D. PROVIDE NEW PP-RCT PIPING FROM HWG TO ISOLATIONS VALVES, DEMOLISH EXISTING CPVC PIPING.
- E. REPLACE ALL EXISTING PIPE CLAMPS WITH CUSHION CLAMPS, WALRAVEN W5000 OR APPROVED EQUAL.
- F. REMOVE AND RE-INSTALL EXISTING THERMOMETER, SENSORS, PUMPS, VALVES AND STRAINERS CAN BE SALVAGED AND RE-INSTALLED OR REPLACED AT CONTRACTORS OPTION TO ALLOW FOR NEW PIPING CONNECTIONS.



1 DOMESTIC WATER PIPING REMODEL SCHEMATIC
NO SCALE

RSA

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VALDEZ MS DOMESTIC WATER PIPING REPAIRS
GEORGE H. GILSON MIDDLE SCHOOL
357 ROBE RIVER DRIVE,
VALDEZ, ALASKA 99686

REVISIONS:

DRAWN BY: CAA/BPP
CHECKED BY: BPP
DATE: 03/28/2021
JOB NUMBER: M0225.00
DWG FILE: MSERIES

DRAWING TITLE:
DOMESTIC HOT WATER
GENERATOR PIPING
SCHEMATICS

SHEET:
M201

VALLEY MECHANICAL CONTRACTING INC

QUOTATION / SCOPE LETTER

6673 E Tex-Al Dr.
WASILLA AK 99654
(907)376-6400 - Phone
(907)376-6500 - Fax

DATE:5/3/2022

TO: Wolverine

PROJECT: Valdez Middle School Piping Repairs

SCOPE: Div. 22 & 23

ADD. SEEN:

Base Bid:	<u>\$81,170</u>
------------------	------------------------

INCLUDES:

- Demo and re-pipe per drawings. Supply and install new TV-1
- Mechanical insulation

EXCLUDES:

- Any carpentry, framing, backing, patching & painting
- Any temporary utilities
- Concrete cutting, coring, removal, patching or replacement
- Any electrical wiring, motor starters or VFD's
- Any fire protection / alarms
- CO detectors / alarms
- Removal & replacement of ceilings, walls or soffits
- Asbestos / Hazardous material abatement
- Removal of demo material / construction debris from jobsite
- Cost for the use of jobsite lifting equipment
- Inspection, Permit or Bond fees
- Training video recording
- Work outside the building limit



Making Electricity Work For You

Kinetic Electric LLC. - 3036 Fairweather Drive - 907-255-8620
P.O. Box 1426
Valdez, AK 99686

Electrical Quote

June 20, 2022

Customer:

Wolverine Summit JV
attn: Bruce Van Buskirk/Abe Horschel
907-347-8453

Price: \$5,500

Job Description:

Valdez Schools Piping Replacement
Supply power to tempering valve from nearest control circuit or electrical panel as described on Sheet
note Electrical E1.

Exclusions:

any control wiring or programming
any other electrical work

Payment: per job specs

100% SUBMITTAL

DOMESTIC WATER PIPING REPLACEMENT

FOR THE

CITY OF VALDEZ GEORGE H. GILSON MIDDLE SCHOOL

PREPARED BY:

RSA

Engineering, Inc.

MECHANICAL AND ELECTRICAL CONSULTING ENGINEERS

670 West Fireweed Lane, Suite 200

Anchorage, AK 99503

Phone (907) 276-0521

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EXHIBIT DRAWINGS

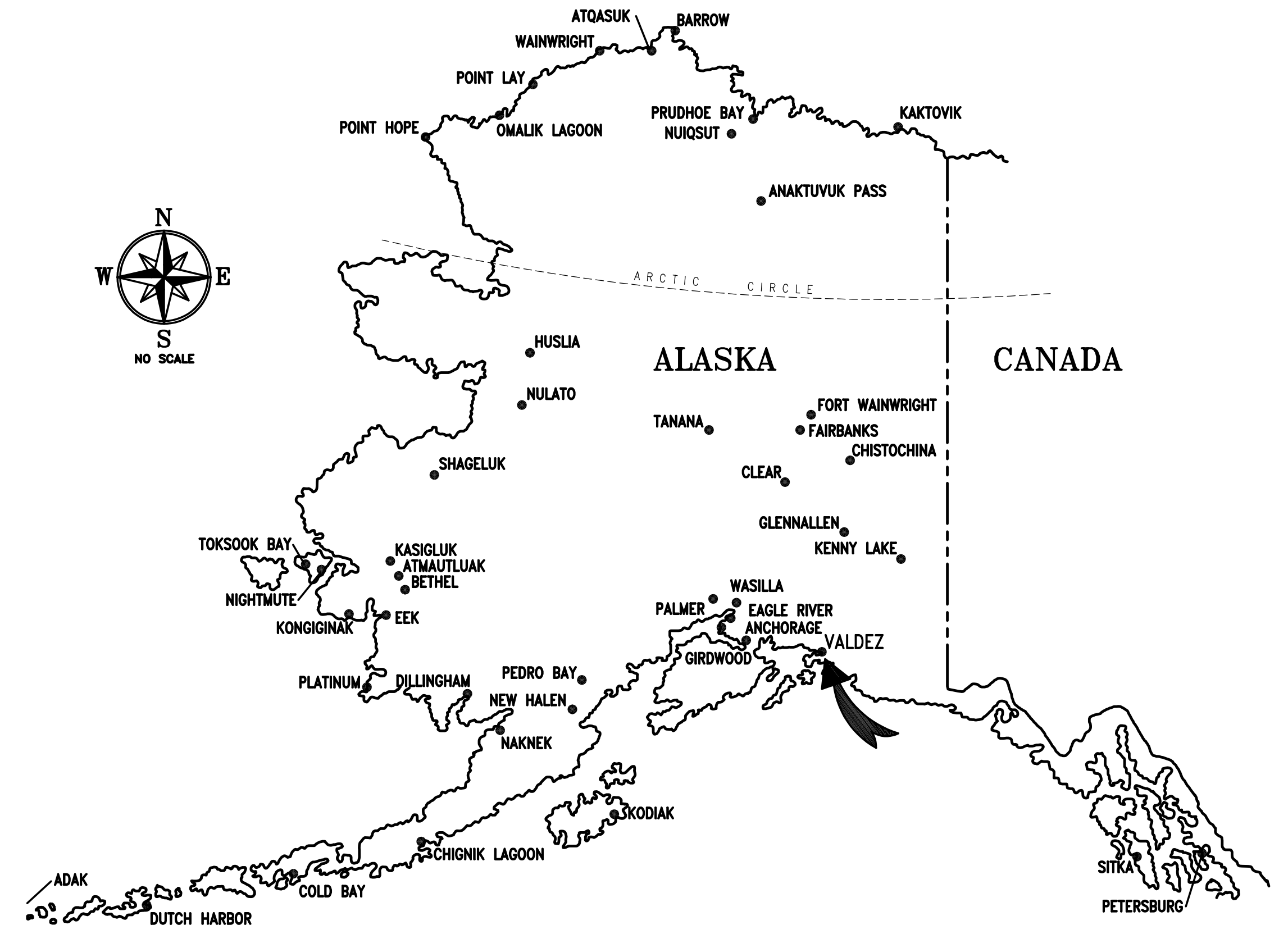
2013 VALDEZ MIDDLE SCHOOL PLUMBING DRAWINGS

EXHIBIT DRAWING NOTE:

THE EXHIBIT DRAWINGS ARE INTENDED AS REFERENCE FROM A PAST CONSTRUCTED PROJECT. THE PLANS ARE A COPY OF THE ORIGINAL DOCUMENTS, PROVIDED BY THE OWNER. ALL CRITICAL COMPONENTS OR DIMENSIONS THAT AFFECT ASSOCIATED WORK SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO START OF WORK.

SUMMARY OF WORK:

PROJECT INCLUDES REPLACEMENT OF THE DOMESTIC COLD WATER, HOT WATER, AND HOT WATER RECIRCULATION PIPING IN THE BUILDING. PIPING WILL BE REPLACED IN ITS ENTIRETY TO THE EXISTING FIXTURES. WHERE ACCESS TO PIPING IS NOT POSSIBLE, WALLS AND CEILINGS WILL BE CUT AND PATCHED AS REQUIRED FOR PIPING REPLACEMENT.



VALDEZ, ALASKA



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VALDEZ MS DOMESTIC WATER PIPING REPLACEMENT
 GEORGE H. GILSON MIDDLE SCHOOL
 357 ROBE RIVER DRIVE,
 VALDEZ, ALASKA 99686

REVISIONS:

DRAWN BY: CAA
 CHECKED BY: BPP,AJS
 DATE: 01/29/2021
 JOB NUMBER: M0225.00
 DWG FILE: MSERIES

DRAWING TITLE:
 LEGENDS,
 ABBREVIATIONS,
 SCHEDULES

SHEET:
M001

PIPING LEGEND	LOGIC	ABBREVIATIONS
DENOTES DEMOLITION WASTE VENT PIPING COLD WATER HOT WATER HOT WATER RECIRCULATED SEE ABBREVIATIONS FOR MEDIA PIPE UP PIPE DOWN TEE UP TEE DOWN CAP UNION DIRECTION OF FLOW BALL/BUTTERFLY VALVE GATE VALVE BACKFLOW PREVENTER	POINT OF CONNECTION DETAIL NUMBER SHEET LOCATED ON DIRECTION OF VIEW SECTION NUMBER SHEET LOCATED ON SHEET NOTES	ABV ABOVE ACT ACOUSTICAL CEILING TILE ADA AMERICAN W/ DISABILITIES ACT GUIDELINES AD ACCESS DOOR AHAP AS HIGH AS POSSIBLE AMPS AMPERES APD AIR PRESSURE DROP ARW ACID RESISTANT WASTE BLDG BUILDING BTUH BRITISH THERMAL UNIT/HOUR CAP CAPACITY DEG DEGREE DIM DIMENSION DN DOWN DWG DRAWING EAT ENTERING AIR TEMPERATURE EWT ENTERING WATER TEMPERATURE ESP EXTERNAL STATIC PRESSURE ENT ENTERING (E) EXISTING FT FEET FPM FEET PER MINUTE FC FORWARD CURVE F FAHRENHEIT GA GAUGE GPM GALLONS PER MINUTE GWB GYPSUM WALLBOARD HW HOT WATER HWC HOT WATER CIRCULATED HP HORSEPOWER IN INCHES MAX MAXIMUM MBH THOUSAND BTUH MFR MANUFACTURER MIN MINIMUM MTD MOUNTED NPCW NONPOTABLE COLD WATER NPHW NONPOTABLE HOT WATER NTS NOT TO SCALE OC ON CENTER O/A OUTSIDE AIR OD OUTSIDE DAMPER PD PRESSURE DROP PH PHASE PSI POUND PER SQUARE INCH PSIG POUNDS PER SQUARE INCH GAUGE R/A RETURN AIR RPM REVOLUTIONS PER MINUTE S/A SUPPLY AIR SCFM STANDARD CUBIC FEET PER MINUTE SP STATIC PRESSURE SQ SQUARE TEMP TEMPERATURE TOD TOP OF DUCT TSP TOTAL STATIC PRESSURE T'STAT THERMOSTAT TTL TOTAL TYP TYPICAL UPC UNIFORM PLUMBING CODE V VENT VTR VENT THRU ROOF WC WATER COLUMN WG WATER GAUGE

EXPANSION TANK SCHEDULE

SYMBOL	MANUFACTURER	MODEL	FUNCTION	MEDIUM	MATERIAL	TANK VOLUME		DIMENSIONS	LABEL	REMARKS
						TOTAL (GAL)	ACCEPTANCE (GAL)			
ET-1	AMTROL	THERM-X-TROL ST-5	DOMESTIC WATER	WATER	STEEL/BUTYL	2.0	0.9	13"H X 8"DIA	IAPMO	PRECHARGE TO INCOMING CITY WATER PRESSURE

TEMPERING VALVE SCHEDULE

SYMBOL	MANUFACTURER	MODEL	INLET (CW/HW)	OUTLET	TEMPERATURE RANGE F	SET POINT F	FLOW RATE	PRESS. DROP	POWER	ACCESSORIES/REMARKS
TV-1	WATTS	LFIS100VL	1-1/4"	1-1/2"	60-180°F	115°F	55 GPM	10 PSI	20 W; 120/60/1	DIGITAL WATER MIXING VALVE, ASSE 1017 AND NSF 61 LISTED.

PLUMBING FIXTURE SCHEDULE - EXISTING TO REMAIN

SYMBOL	FIXTURE	MOUNTING	CW	HW/TW	WASTE	VENT	TRAP	TRIM/REMARKS
P-1	WATER CLOSET	WALL	1	--	4	2	--	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-2	WATER CLOSET-ADA	WALL	1	--	4	2	--	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-2A	WATER CLOSET-ADA	FLOOR	1	--	4	2	--	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-3	URINAL	WALL	3/4	--	2	1-1/2	--	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-3A	URINAL-ADA	WALL	3/4	--	2	1-1/2	--	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-4	LAVATORY-ADA	WALL	1/2	1/2	1-1/2	1-1/2	1-1/2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-5	LAVATORY-ADA	COUNTER	1/2	1/2	1-1/2	1-1/2	1-1/2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-6A	SINK - SINGLE COMPARTMENT	COUNTER	1/2	1/2	2	1-1/2	1-1/2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-6B	SINK - TWO COMPARTMENT	COUNTER	1/2	1/2	2	1-1/2	1-1/2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-6C	SINK - WORKROOM	COUNTER	1/2	1/2	2	1 1/2	1 1/2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-6D	SINK - SCIENCE	COUNTER	1/2	1/2	2	1 1/2	1-1/2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-6E	SINK - UTILITY	FLOOR	1/2	1/2	2	1-1/2	1-1/2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-6F	SINK - SHOP	WALL	1/2	1/2	2	1 1/2	1 1/2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-6G	SINK - JANITOR	FLOOR	1/2	1/2	3	2	3	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-6H	SINK - JANITOR	FLOOR	1/2	1/2	3	2	3	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-7	EMERGENCY EYEWASH	WALL	1/2	1/2	1 1/2	1 1/2	1 1/4	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-8A	DRINKING FOUNTAIN - SINGLE W/BOTTLE FILL STATION	WALL	1/2	1/2	1-1/2	1 1/2	1-1/2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-8B	DRINKING FOUNTAIN - SINGLE ADA	WALL	1/2	1/2	1-1/2	1 1/2	1-1/2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.

0"
1"
2"
3"

PLUMBING FIXTURE SCHEDULE - EXISTING TO REMAIN

SYMBOL	FIXTURE	MOUNTING	CW	HW/TW	WASTE	VENT	TRAP	TRIM/REMARKS
P-8C	DRINKING FOUNTAIN - DUAL W/BOTTLE FILL STATION	WALL	1/2	1/2	1-1/2	1 1/2	1-1/2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-9	WASHER BOX	WALL	3/4	3/4	2	1 1/2	2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-10	SHOWER	---	1/2	1/2	1-1/2	1-1/2	1-1/2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-10A	SHOWER - ADA	---	1/2	1/2	1-1/2	1-1/2	1-1/2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-11	REFRIGERATOR - ICE BOX	---	3/8	---	---	---	---	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
P-12	EYE WASH/SHOWER	FLOOR	1 1/2	1 1/2	2	1-1/2	2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
K-16,17	MOP SINK	FLOOR	1/2	1/2	2	1-1/2	1-1/2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
K-22,23,24	ICE MACHINE, WATER FILTER	---	1/2	---	1/2, 3/4	---	---	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
K-35,36	HAND SINK	WALL	1/2	1/2	1-1/2	1-1/2	1-1/2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
K-42,43,44	PREP SINK,WASTE DISPOSER	---	1/2 (2)	1/2	1-1/2, 2	---	---	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
K-50,51	PREP SINK	---	1/2	1/2	1-1/2	---	---	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
K-56,57	COMBI OVEN - DOUBLE	---	3/4 (4)	---	2 (2)	---	---	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
K-59	STEAM KETTLE	---	1/2	1/2	---	---	---	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
K-60	FLOOR DRAIN TROUGH	---	---	---	3	2	3	----
K-62	STEAM KETTLE	---	---	---	1 1/4	---	---	----
K-63	WW EXHAUST HOOD	---	---	---	2	---	---	----
K-71	FIVE WELL HOT FOOD UNIT	---	---	---	1	---	---	----
K-75	FOUR PAN UNIT	---	---	---	1	---	---	----
K-83	WW HOOD CONTROL PNL	---	---	1	3/4	---	---	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
K-90,91	PRE-RINSE, WASTE DISPOSER	---	1/2 (2)	1/2	2	2	2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
K-92	HIGH TEMP DISHWASHER	---	---	---	1-1/2	1-1/2	1-1/2	----
K-94	VENTLESS VAPOR RECOVERY	---	---	---	1/2	---	---	----
K-96,97,98	SINK - 3-COMPARMENT	---	1/2 (2)	1/2 (2)	2	2	2	REMOVE AND REINSTALL EXISTING FIXTURE AND TRIM. PROVIDE NEW ANGLE STOPS.
HB-1	HOSE BIBB - EXTERIOR	WALL	3/4	---	---	---	---	----
HB-2	HOSE BIBB - INTERIOR	WALL	3/4	3/4	---	---	---	----
HB-3	HOSE BIBB - INTERIOR	WALL	3/4	---	---	---	---	----
FH-1	FUME HOOD	FLOOR	1/2	---	2	1-1/2	1-1/2	----



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VALDEZ MS DOMESTIC WATER PIPING REPLACEMENT
 GEORGE H. GILSON MIDDLE SCHOOL
 357 ROBE RIVER DRIVE,
 VALDEZ, ALASKA 99686

REVISIONS:

DRAWN BY: CAA
 CHECKED BY: BPP,AJS
 DATE: 01/29/2021
 JOB NUMBER: M0225.00
 DWG FILE: MSERIES

DRAWING TITLE:
 SCHEDULES

SHEET:
M002



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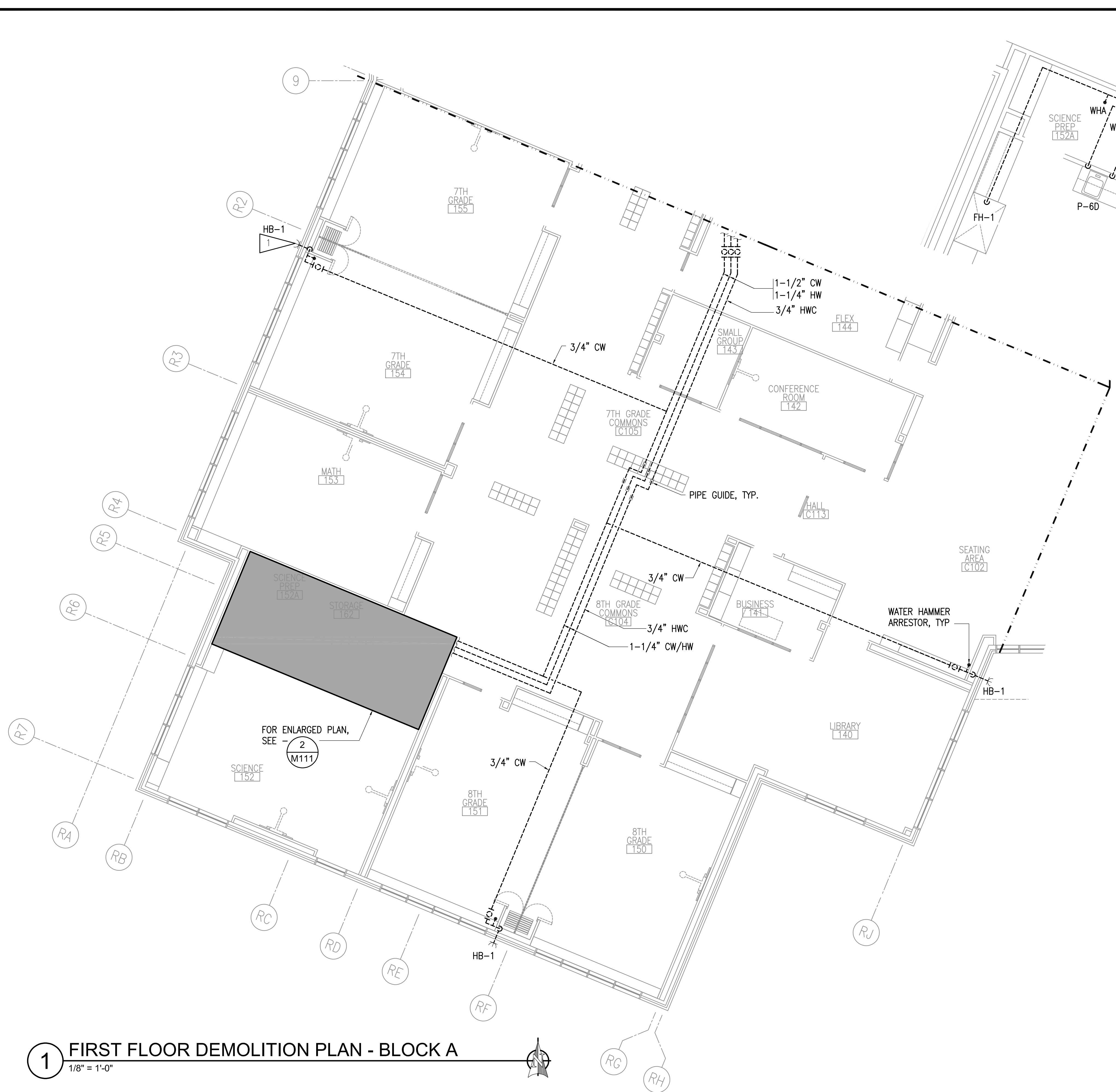
VALDEZ MS DOMESTIC WATER PIPING REPLACEMENT
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357 ROBE RIVER DRIVE,
VALDEZ, ALASKA 99686

REVISIONS:

DRAWN BY: CAA
 CHECKED BY: BPP_AJS
 DATE: 01/29/2021
 JOB NUMBER: M0225.00
 DWG FILE: MSERIES

DRAWING TITLE:
 FIRST FLOOR DEMOLITION
 PLAN - BLOCK A

SHEET:
M111

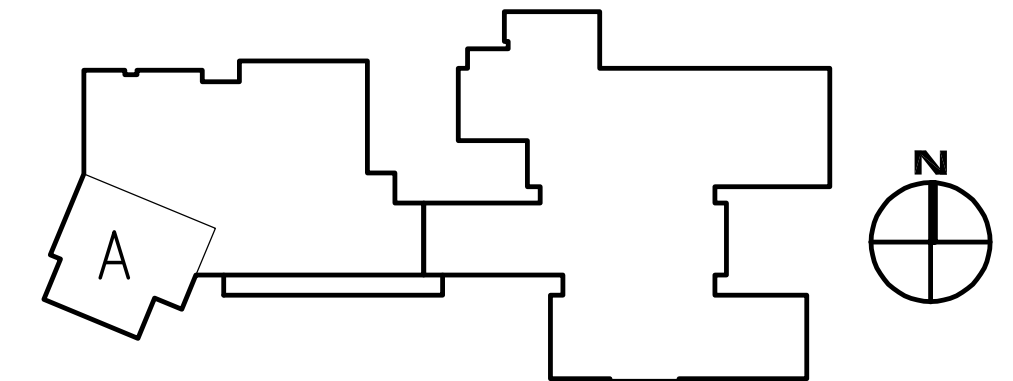


2 ENLARGED DEMOLITION - 152
 1/4" = 1'-0"

GENERAL NOTES:

- A. THE INFORMATION SHOWN ON THIS DRAWING IS TAKEN FROM AS BUILT DRAWINGS AND A NON-DESTRUCTIVE WALK THROUGH OF THE FACILITY. THERE IS NO WARRANTY OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION SHOWN HERE-IN. THE CONTRACTOR SHALL FIELD VERIFY ALL ITEMS SCHEDULED FOR DEMOLITION PRIOR TO START OF WORK.
- B. ALL PLUMBING FIXTURES TO BE REMOVED AND RE-INSTALLED AS REQUIRED FOR NEW PIPING INSTALLATION. DEMOLISH ANGLE STOPS ON PLUMBING FIXTURES.

1 FIRST FLOOR DEMOLITION PLAN - BLOCK A
 1/8" = 1'-0"





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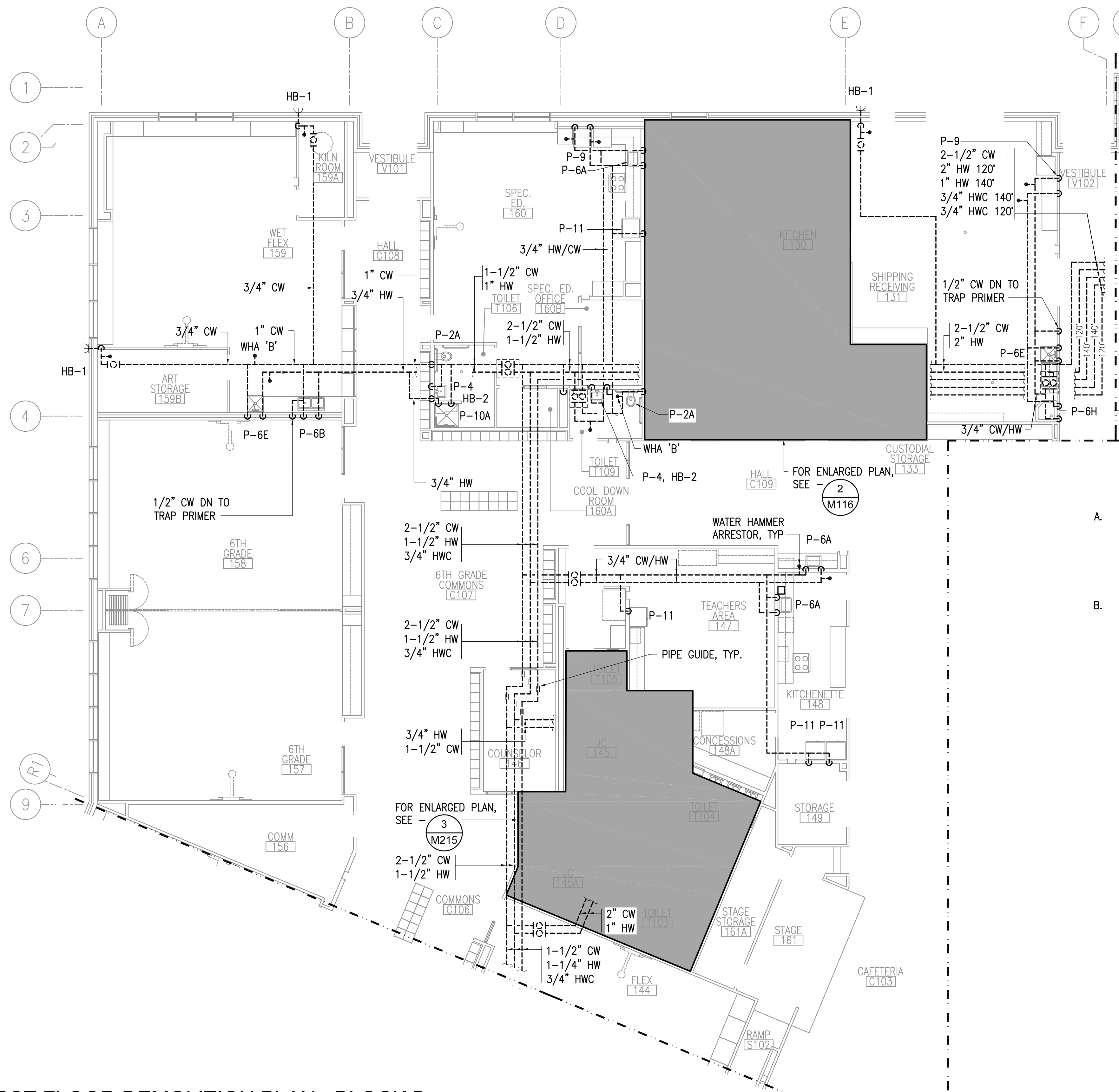
VALDEZ MS DOMESTIC WATER PIPING REPLACEMENT
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REVISIONS:

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 DATE: 01/29/2021
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 DWG FILE: MSERIES

DRAWING TITLE:
 FIRST FLOOR DEMOLITION
 PLAN - BLOCK B

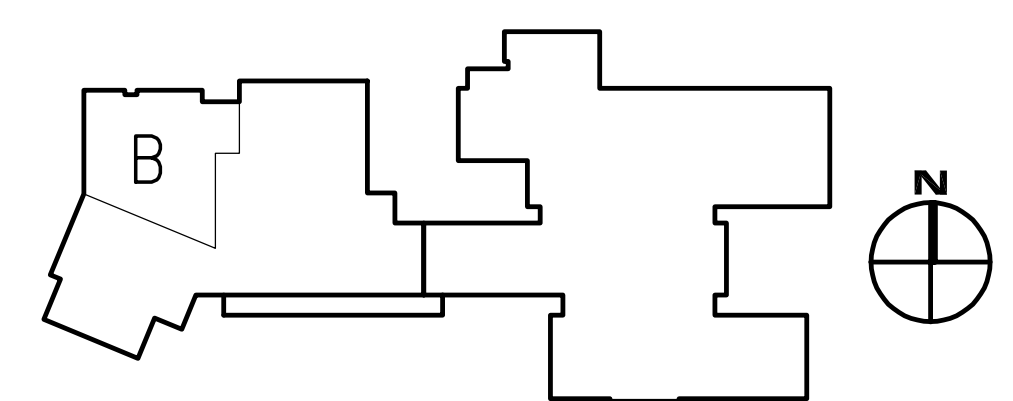
SHEET:
M112



GENERAL NOTES:

- A. THE INFORMATION SHOWN ON THIS DRAWING IS TAKEN FROM AS BUILT DRAWINGS AND A NON-DESTRUCTIVE WALK THROUGH OF THE FACILITY. THERE IS NO WARRANTY OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION SHOWN HERE-IN. THE CONTRACTOR SHALL FIELD VERIFY ALL ITEMS SCHEDULED FOR DEMOLITION PRIOR TO START OF WORK.
- B. ALL PLUMBING FIXTURES TO BE REMOVED AND RE-INSTALLED AS REQUIRED FOR NEW PIPING INSTALLATION. DEMOLISH ANGLE STOPS ON PLUMBING FIXTURES.

1 FIRST FLOOR DEMOLITION PLAN - BLOCK B
 1/8" = 1'-0"





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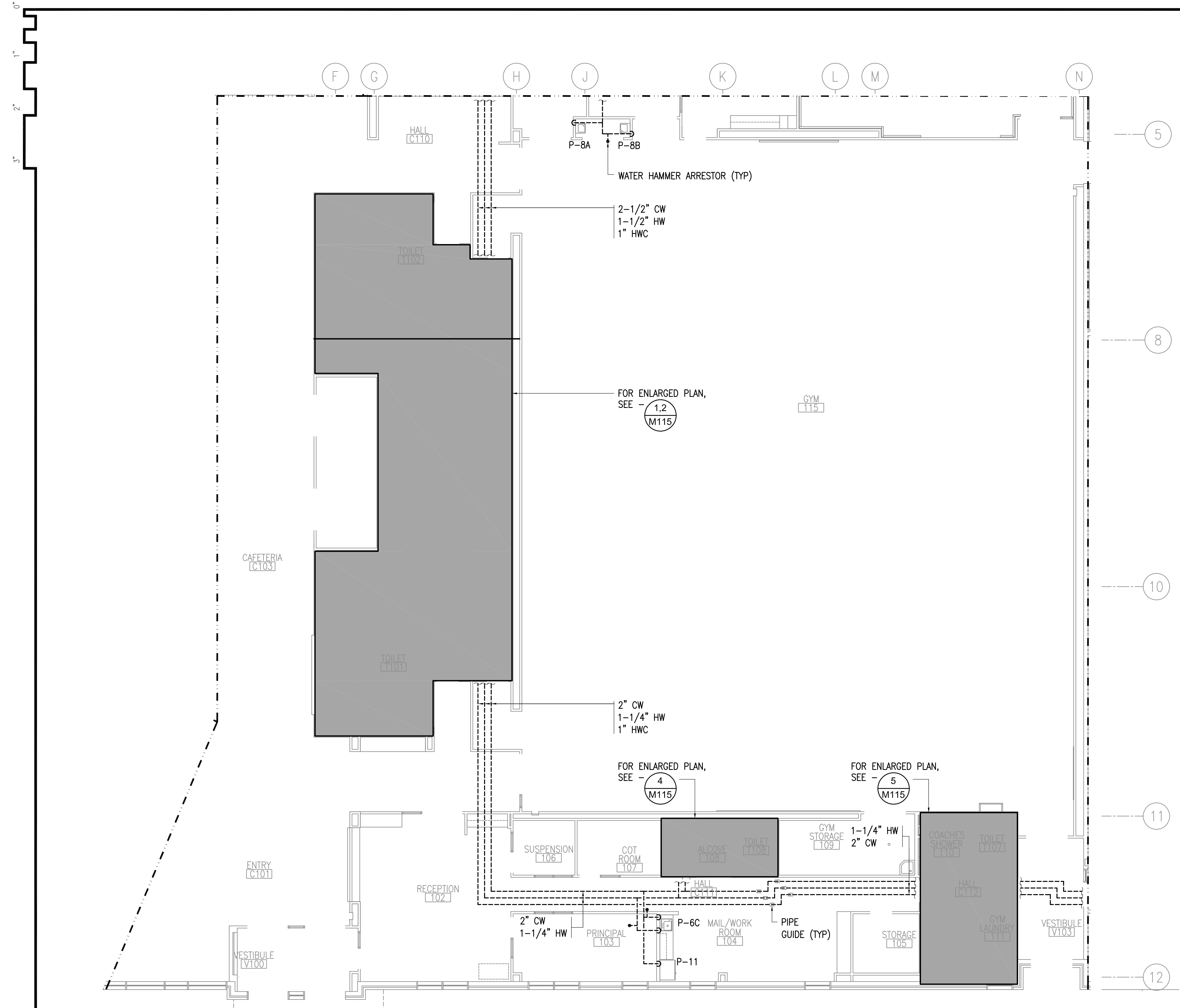
VALDEZ MS DOMESTIC WATER PIPING REPLACEMENT
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357 ROBE RIVER DRIVE,
VALDEZ, ALASKA 99686

REVISIONS:

DRAWN BY: CAA
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 DATE: 01/29/2021
 JOB NUMBER: M0225.00
 DWG FILE: MSERIES

DRAWING TITLE:
 FIRST FLOOR DEMOLITION
 PLAN - BLOCK C

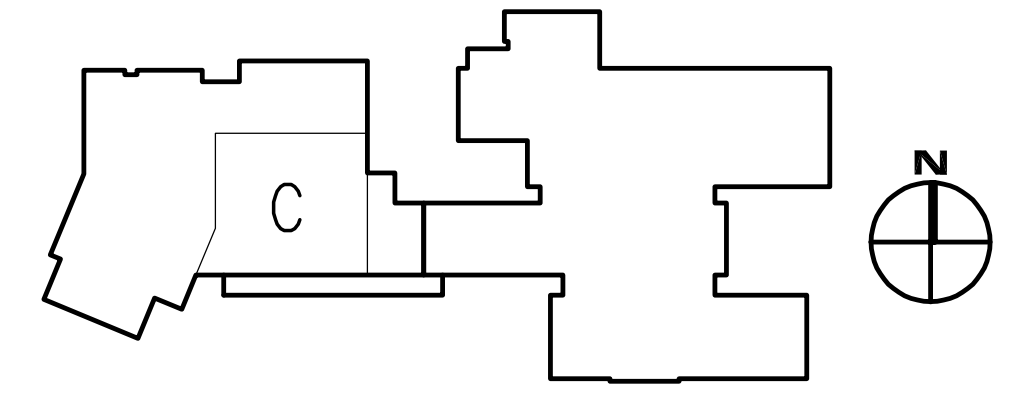
SHEET:
M113

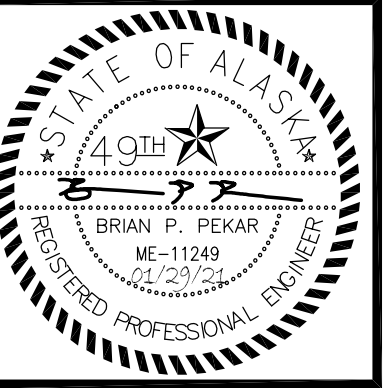


GENERAL NOTES:

- A. THE INFORMATION SHOWN ON THIS DRAWING IS TAKEN FROM AS BUILT DRAWINGS AND A NON-DESTRUCTIVE WALK THROUGH OF THE FACILITY. THERE IS NO WARRANTY OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION SHOWN HERE-IN. THE CONTRACTOR SHALL FIELD VERIFY ALL ITEMS SCHEDULED FOR DEMOLITION PRIOR TO START OF WORK.
- B. ALL PLUMBING FIXTURES TO BE REMOVED AND RE-INSTALLED AS REQUIRED FOR NEW PIPING INSTALLATION. DEMOLISH ANGLE STOPS ON PLUMBING FIXTURES.

1 FIRST FLOOR PLUMBING PLAN - BLOCK C
 1/8" = 1'-0"





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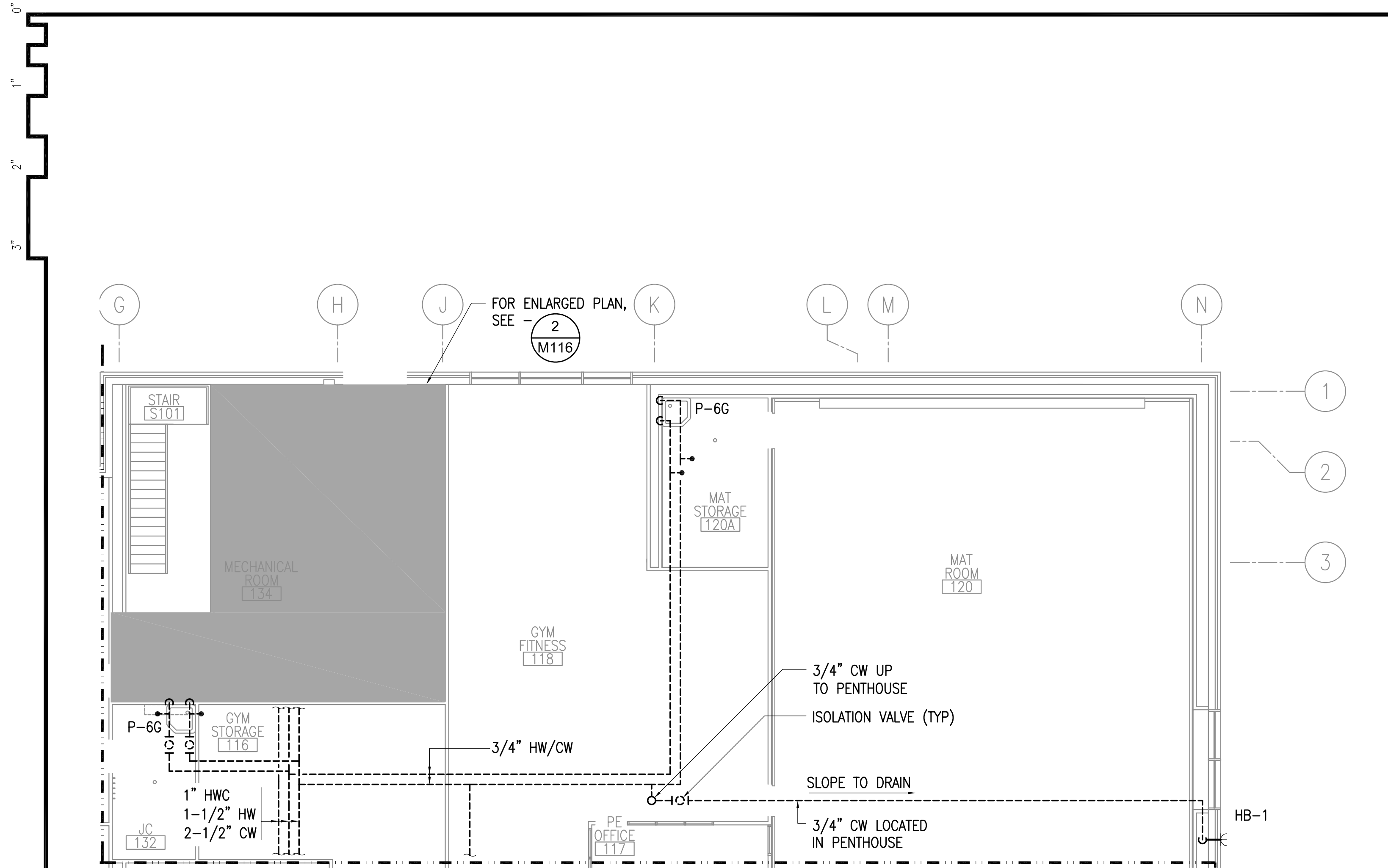
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357 ROBE RIVER DRIVE,
VALDEZ, ALASKA 99686

REVISIONS:

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 DATE: 01/29/2021
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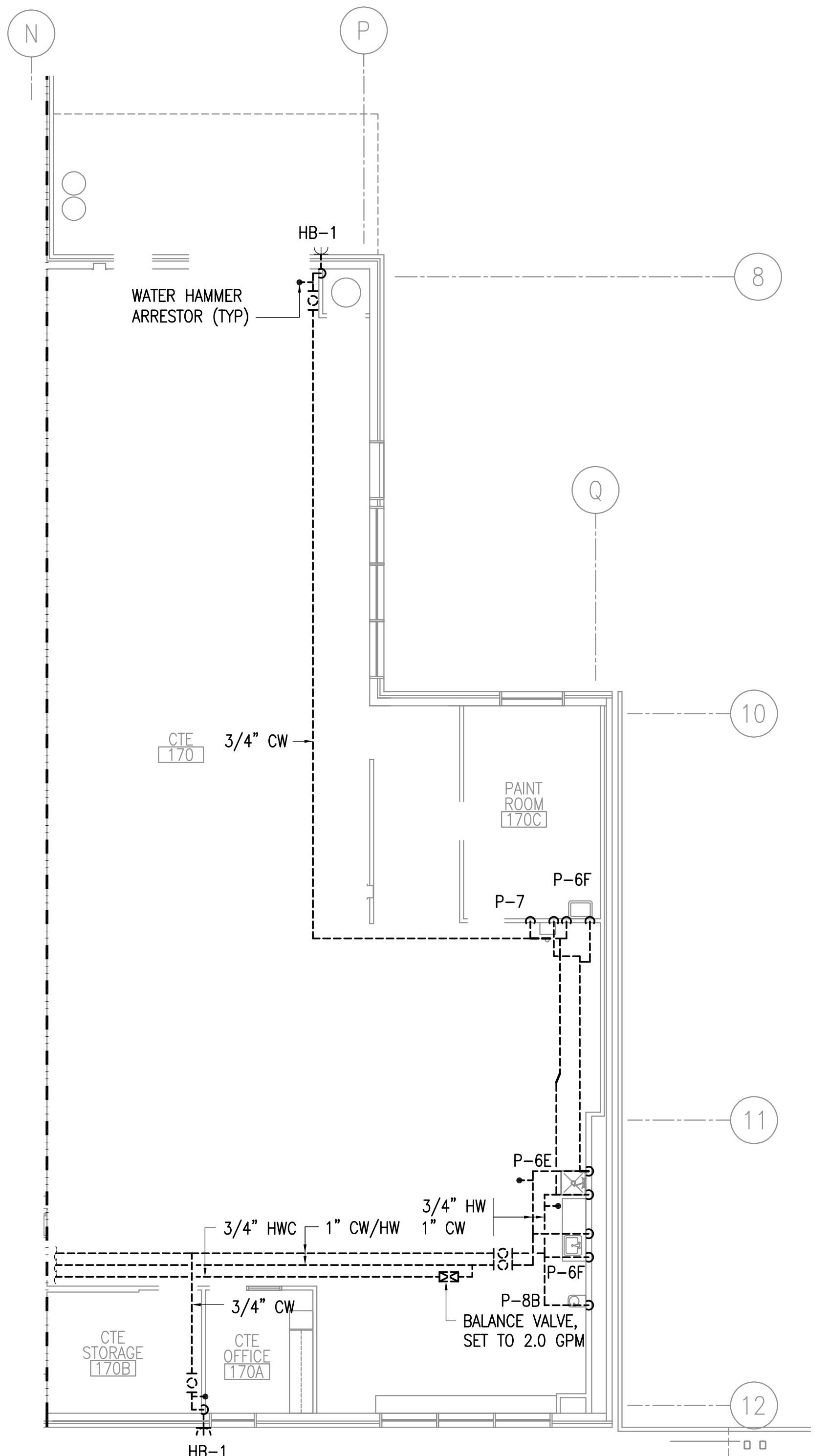
DRAWING TITLE:
 FIRST FLOOR DEMOLITION
 PLANS - BLOCKS D AND E

SHEET:
M114

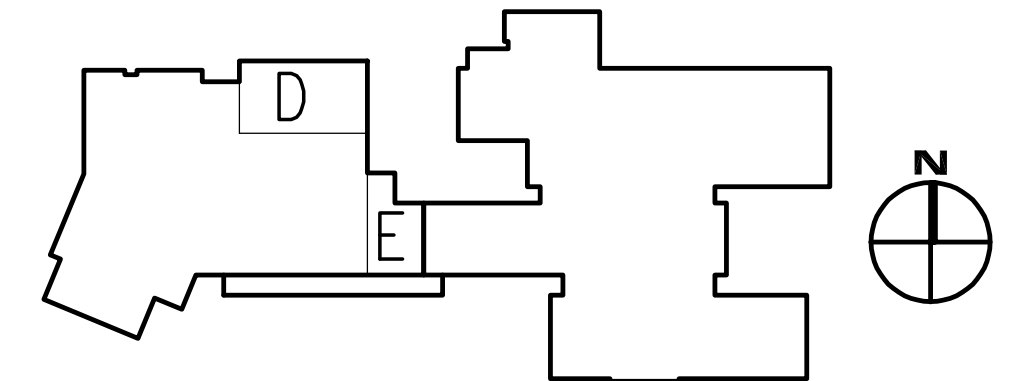


1 FIRST FLOOR DEMOLITION PLAN - BLOCK D
 1/8" = 1'-0"

- GENERAL NOTES:**
- A. THE INFORMATION SHOWN ON THIS DRAWING IS TAKEN FROM AS BUILT DRAWINGS AND A NON-DESTRUCTIVE WALK THROUGH OF THE FACILITY. THERE IS NO WARRANTY OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION SHOWN HERE-IN. THE CONTRACTOR SHALL FIELD VERIFY ALL ITEMS SCHEDULED FOR DEMOLITION PRIOR TO START OF WORK.
 - B. ALL PLUMBING FIXTURES TO BE REMOVED AND RE-INSTALLED AS REQUIRED FOR NEW PIPING INSTALLATION. DEMOLISH ANGLE STOPS ON PLUMBING FIXTURES.



2 FIRST FLOOR DEMOLITION PLAN - BLOCK E
 1/8" = 1'-0"





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357 ROBE RIVER DRIVE,
VALDEZ, ALASKA 99686

REVISIONS:

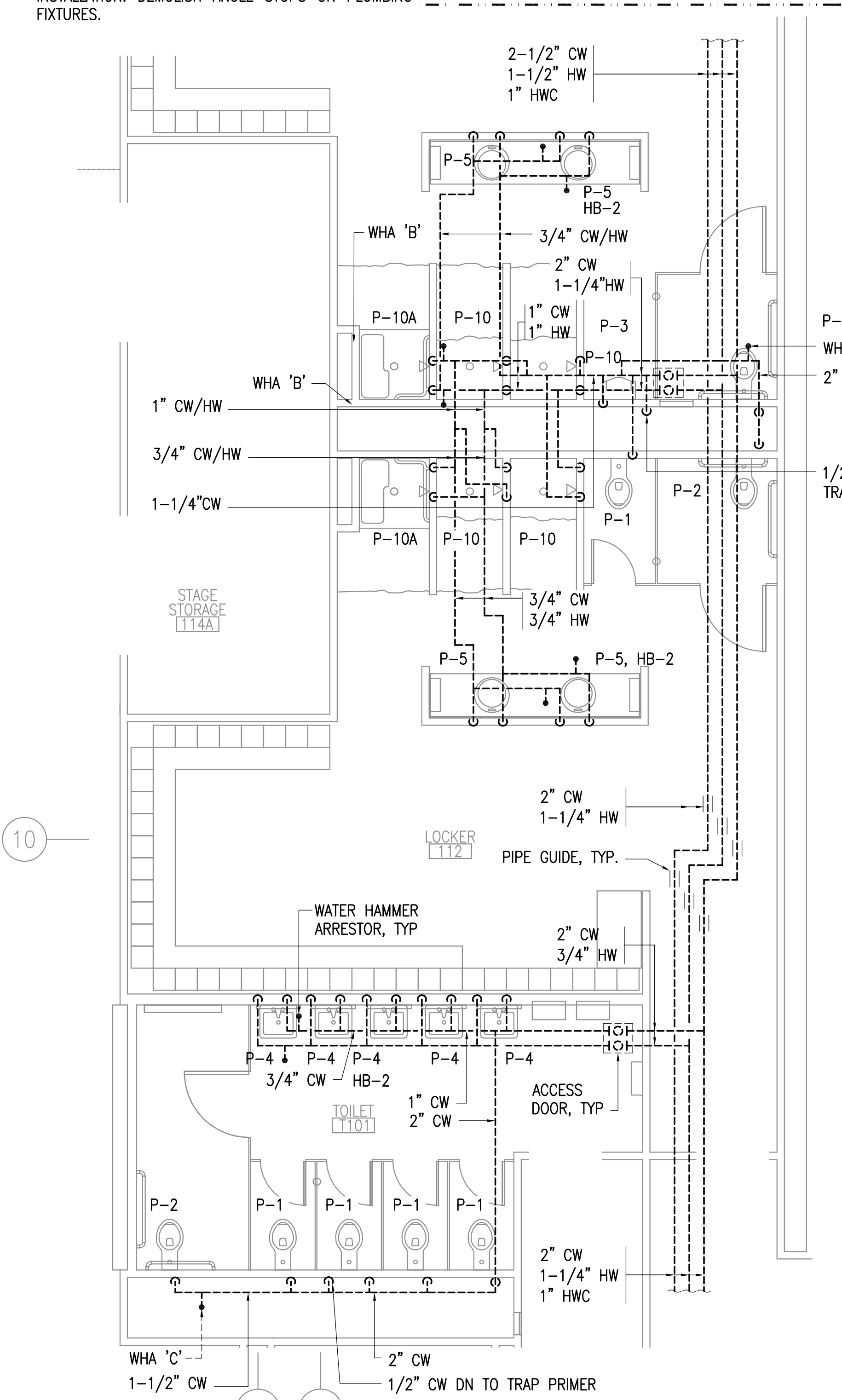
DRAWN BY: CAA
 CHECKED BY: BPP/AJS
 DATE: 01/29/2021
 JOB NUMBER: M0225.00
 DWG FILE: MSERIES

DRAWING TITLE:
 ENLARGED ABOVE FLOOR
 DEMOLITION PLANS

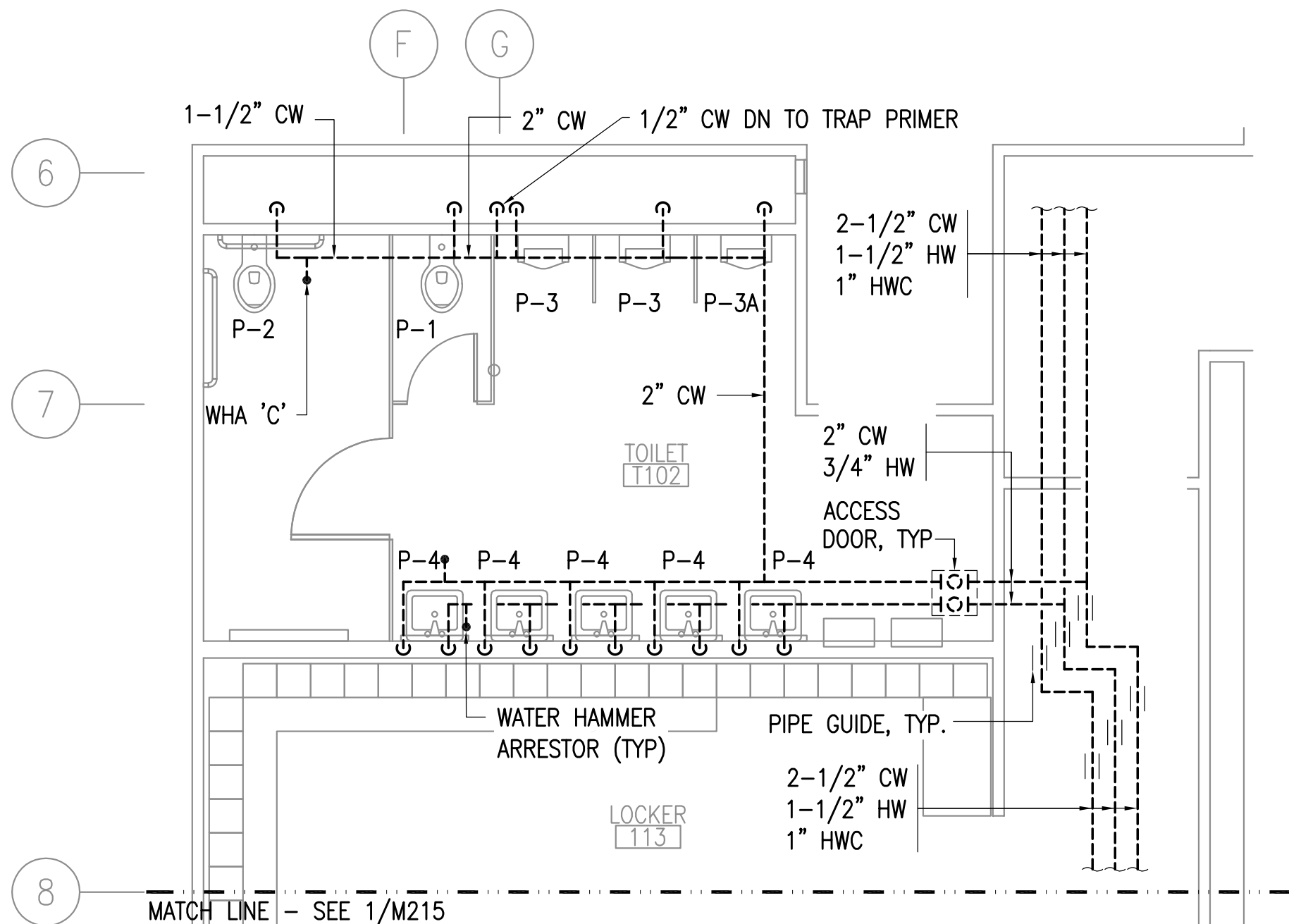
SHEET:
M115

GENERAL NOTES:

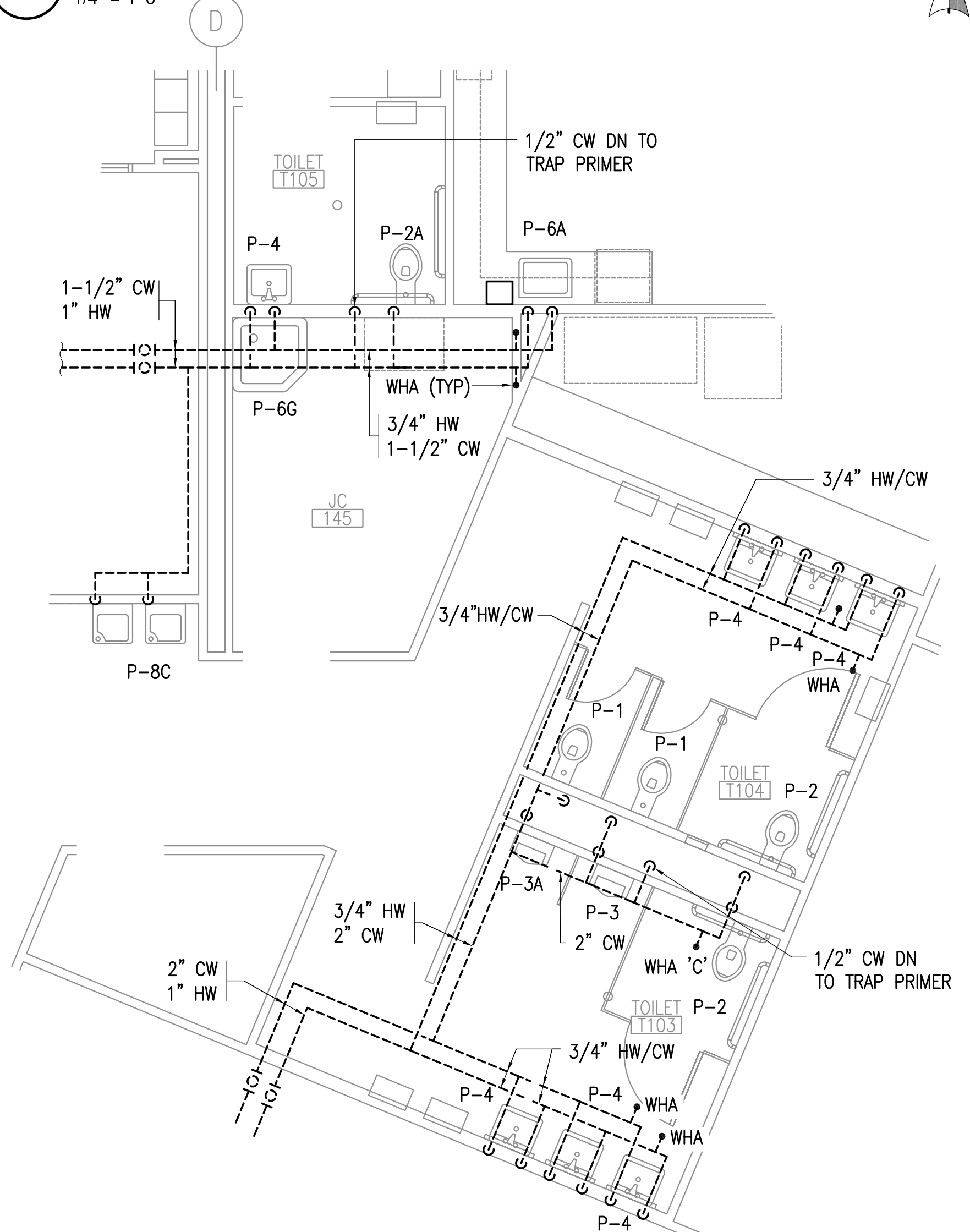
- A. THE INFORMATION SHOWN ON THIS DRAWING IS TAKEN FROM AS BUILT DRAWINGS AND A NON-DESTRUCTIVE WALK THROUGH OF THE FACILITY. THERE IS NO WARRANTY OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION SHOWN HERE-IN. THE CONTRACTOR SHALL FIELD VERIFY ALL ITEMS SCHEDULED FOR DEMOLITION PRIOR TO START OF WORK.
- B. ALL PLUMBING FIXTURES TO BE REMOVED AND RE-INSTALLED AS REQUIRED FOR NEW PIPING INSTALLATION. DEMOLISH ANGLE STOPS ON PLUMBING FIXTURES.



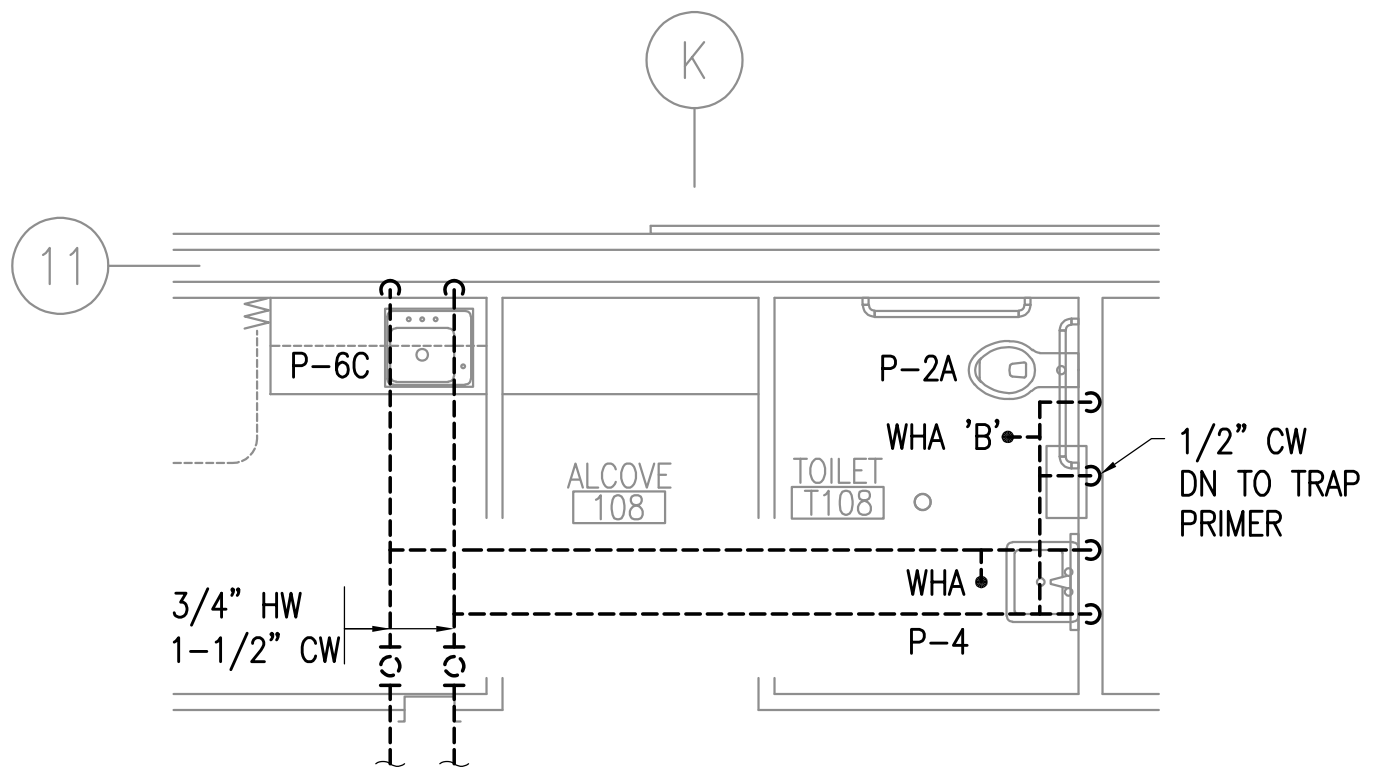
1 ENLARGED DEMOLITION - T101, T112 & T113
 1/4" = 1'-0"



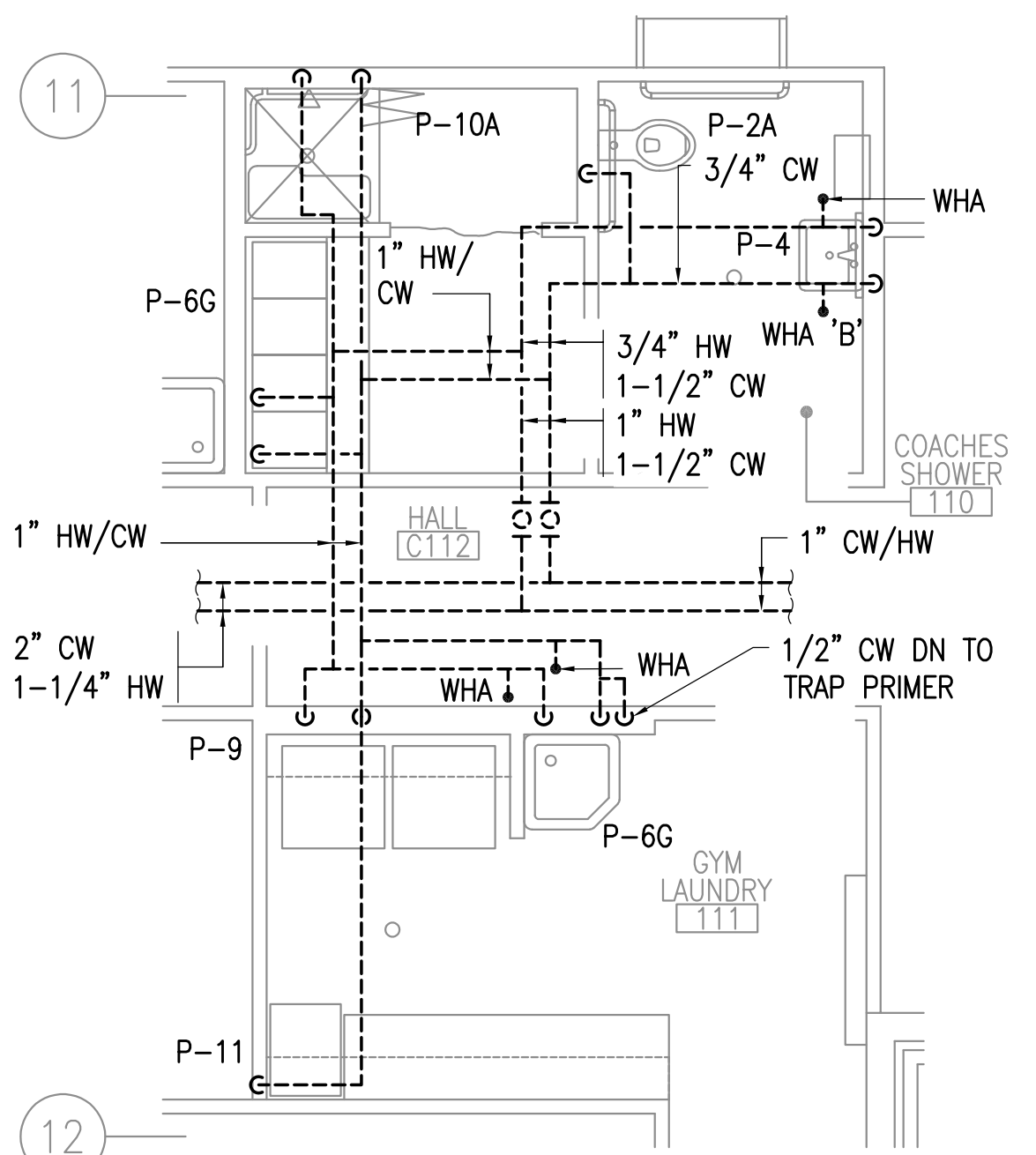
2 ENLARGED DEMOLITION - T102
 1/4" = 1'-0"



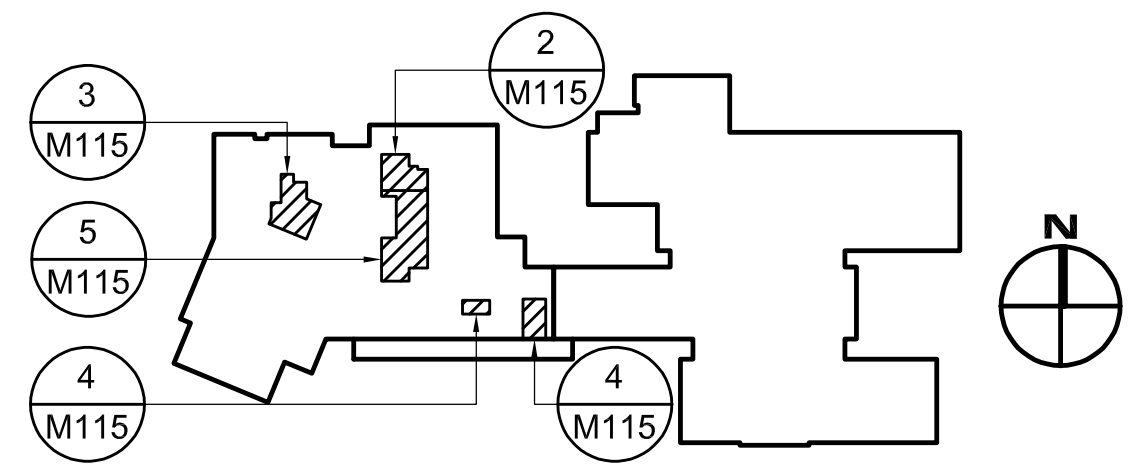
3 ENLARGED DEMOLITION - T103, T104 & T105
 1/4" = 1'-0"



4 ENLARGED DEMOLITION - T108
 1/4" = 1'-0"



5 ENLARGED DEMOLITION - T110 & T111
 1/4" = 1'-0"



0'
1"
2"
3"



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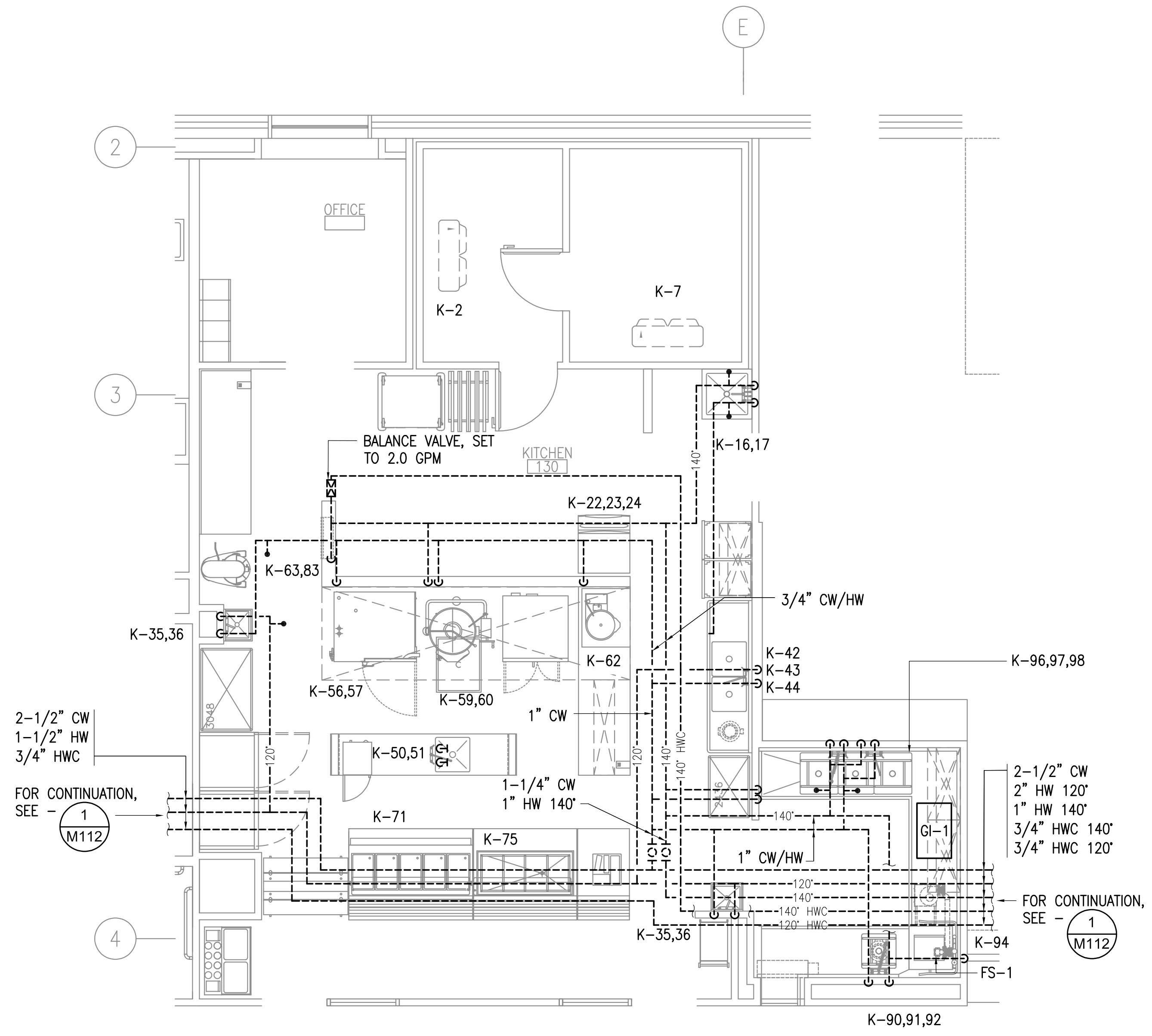
VALDEZ MS DOMESTIC WATER PIPING REPLACEMENT
GEORGE H. GILSON MIDDLE SCHOOL
357 ROBE RIVER DRIVE,
VALDEZ, ALASKA 99686

REVISIONS:

DRAWN BY: CAA
 CHECKED BY: BPP,AJS
 DATE: 01/29/2021
 JOB NUMBER: M0225.00
 DWG FILE: MSERIES

DRAWING TITLE:
 ENLARGED KITCHEN AND MECHANICAL ROOM PIPING DEMOLITION PLANS

SHEET:
M116



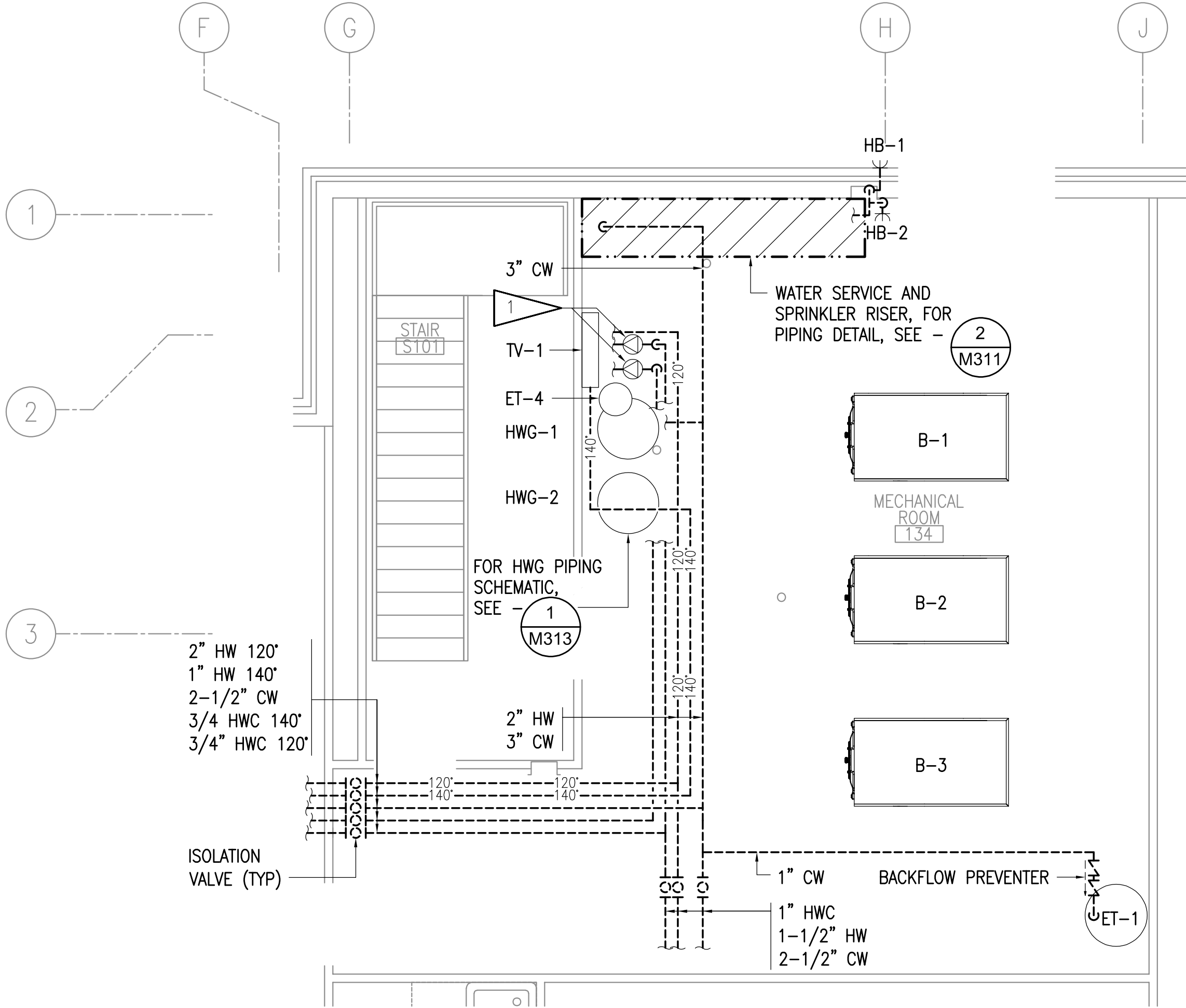
1 ENLARGED KITCHEN PIPING DEMOLITION PLAN
 1/4" = 1'-0"

GENERAL NOTES:

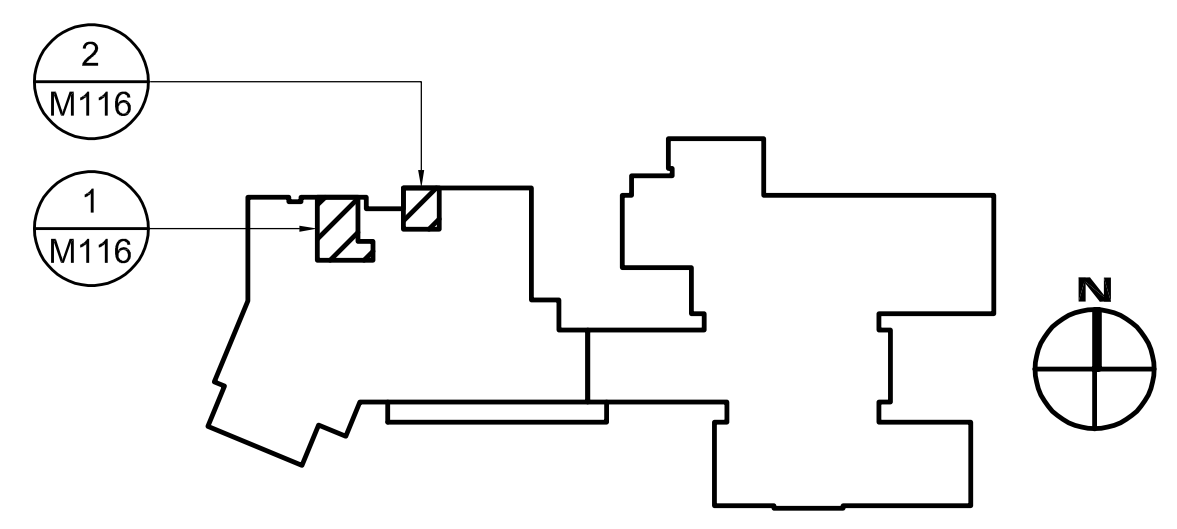
- A. THE INFORMATION SHOWN ON THIS DRAWING IS TAKEN FROM AS BUILT DRAWINGS AND A NON-DESTRUCTIVE WALK THROUGH OF THE FACILITY. THERE IS NO WARRANTY OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION SHOWN HERE-IN. THE CONTRACTOR SHALL FIELD VERIFY ALL ITEMS SCHEDULED FOR DEMOLITION PRIOR TO START OF WORK.
- B. ALL PLUMBING FIXTURES TO BE REMOVED AND RE-INSTALLED AS REQUIRED FOR NEW PIPING INSTALLATION. DEMOLISH ANGLE STOPS ON PLUMBING FIXTURES.

SHEET NOTES:

- 1 REMOVE AND SALVAGE PUMP FOR REINSTALLATION.



2 ENLARGED MECHANICAL ROOM PIPING DEMOLITION PLAN - BLOCK D
 1/4" = 1'-0"





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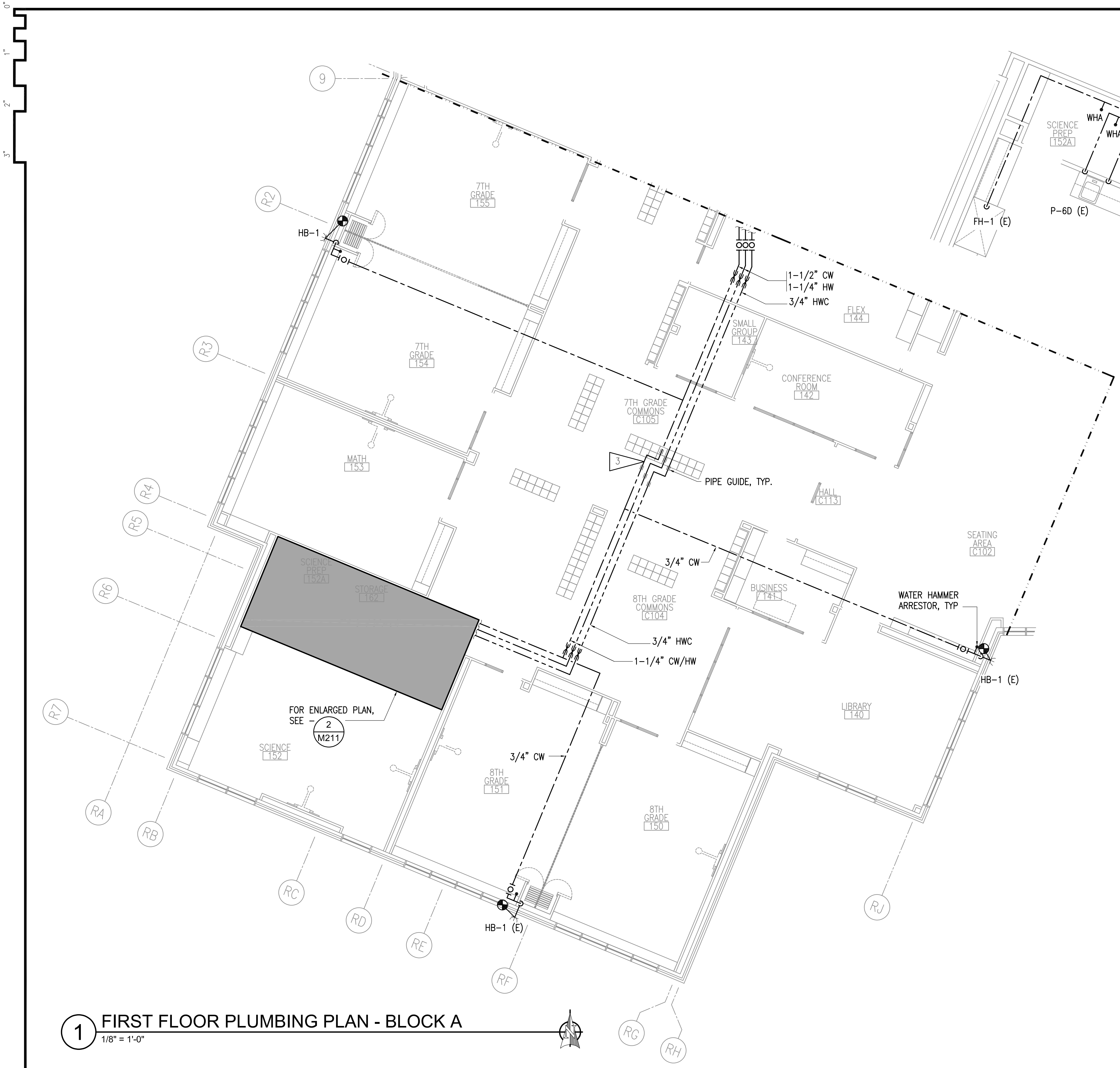
VALDEZ MS DOMESTIC WATER PIPING REPLACEMENT
GEORGE H. GILSON MIDDLE SCHOOL
 357 ROBE RIVER DRIVE,
 VALDEZ, ALASKA 99686

REVISIONS:

DRAWN BY: CAA
 CHECKED BY: BPP_AJS
 DATE: 01/29/2021
 JOB NUMBER: M0225.00
 DWG FILE: MSERIES

DRAWING TITLE:
 FIRST FLOOR PLUMBING
 PLAN - BLOCK A

SHEET:
M211



2 ENLARGED PLUMBING - 152
 1/4" = 1'-0"

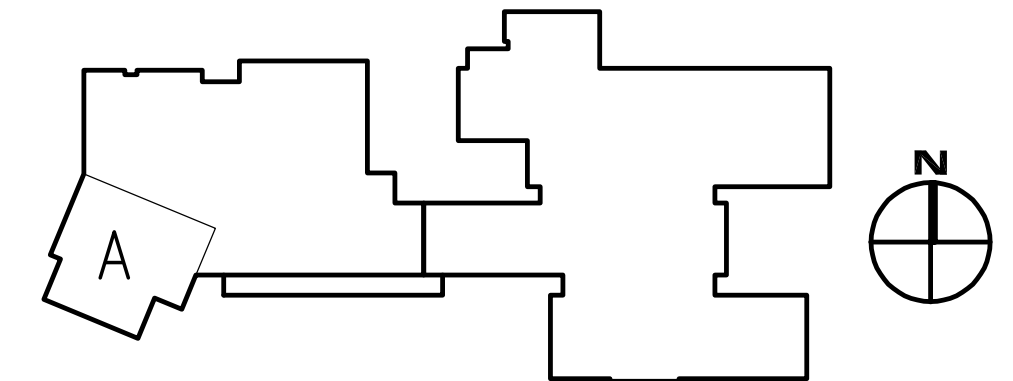
GENERAL NOTES:

- A. ALL WATER HAMMER ARRESTORS SHALL BE PDI SIZE A, UNLESS OTHERWISE NOTED. PROVIDE ISOLATION VALVE AND ACCESS PANEL FOR ALL WATER HAMMER ARRESTORS. EXISTING ACCESS PANELS CAN BE RE-USED WHERE LOCATED ADJACENT TO NEW WATER HAMMER ARRESTORS.
- B. PROVIDE ACCESS DOORS FOR ALL CONCEALED VALVES IN ACCORDANCE WITH SPECIFICATION SECTION 08 31 13. EXISTING ACCESS PANELS CAN BE RE-USED WHERE LOCATED ADJACENT TO NEW VALVES.
- C. FOR TYPICAL EXTERIOR HOSE BIBB DETAIL, SEE - 3/M312.
- D. PIPE ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR TO FIELD VERIFY PIPE ROUTING.
- E. BRANCH PIPING TO BE INSTALLED WITH ISOLATION VALVES WITHIN 24" OF MAIN PIPING.
- F. REINSTALL EXISTING FIXTURES USING SALVAGED FIXTURE TRIM AND APPURTENANCES TO THE EXTENT POSSIBLE. CONTRACTOR TO REPLACE VALVES AND APPURTENANCES DAMAGED DURING DEMOLITION.
- G. PIPING IN WALLS - UNLESS NOTED OTHERWISE, ALL PIPING TO BE ROUTED CONCEALED IN WALLS FROM CEILING TO FIXTURE.

SHEET NOTES:

- 1 FOR EYEWASH/SHOWER DETAIL, SEE - **2** M312
- 2 FOR BACKFLOW PREVENTION DETAIL, SEE - **4** M311
- 3 OFFSET PIPING 18 INCHES TO ACCOUNT FOR THERMAL EXPANSION. PIPE GUIDE TO BE INSTALLED 9 INCHES FROM ELBOW.

1 FIRST FLOOR PLUMBING PLAN - BLOCK A
 1/8" = 1'-0"





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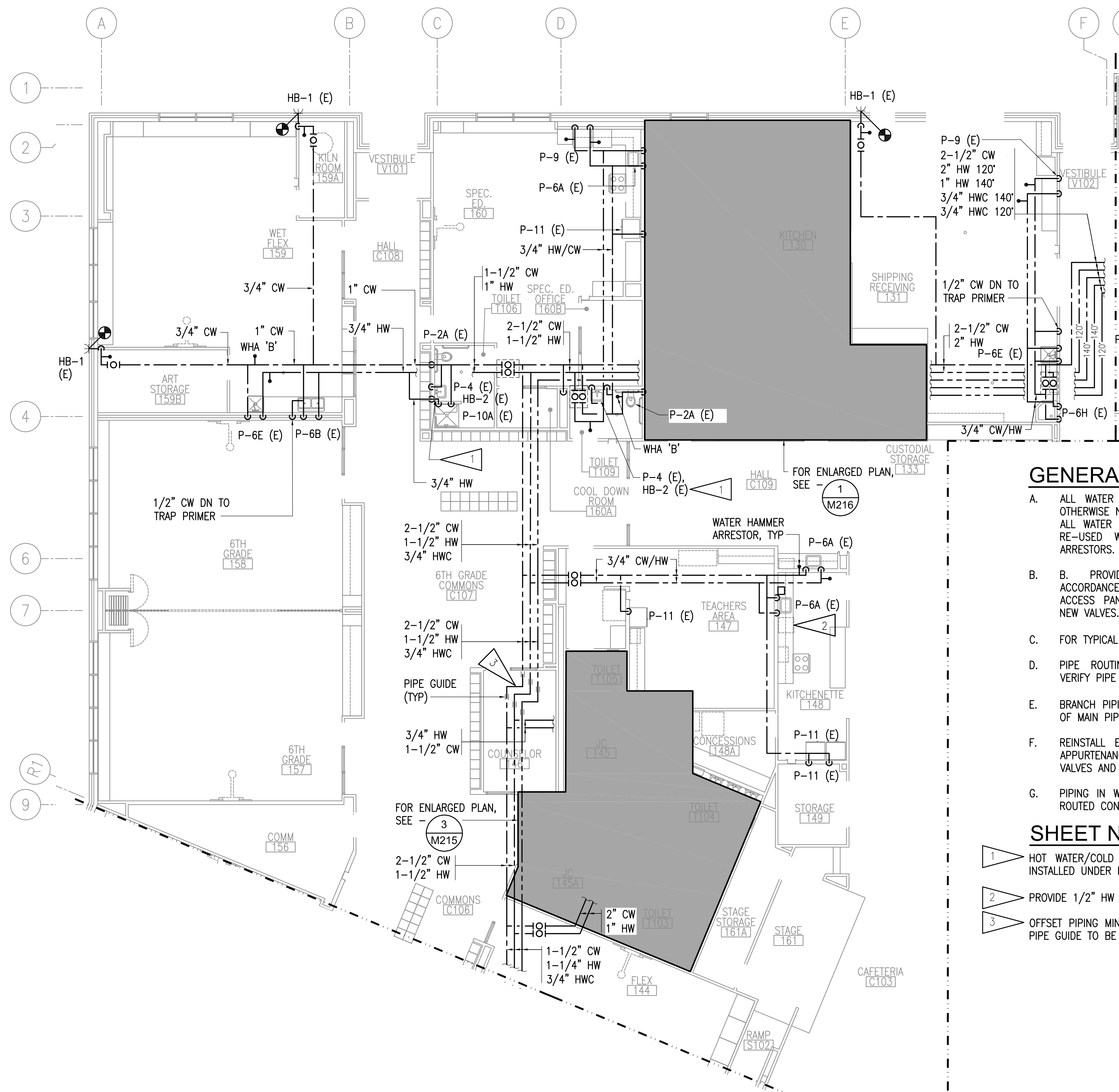
VALDEZ MS DOMESTIC WATER PIPING REPLACEMENT
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VALDEZ, ALASKA 99686

REVISIONS:

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 DATE: 01/29/2021
 JOB NUMBER: M0225.00
 DWG FILE: MSERIES

DRAWING TITLE:
 FIRST FLOOR PLUMBING
 PLAN - BLOCK B

SHEET:
M212



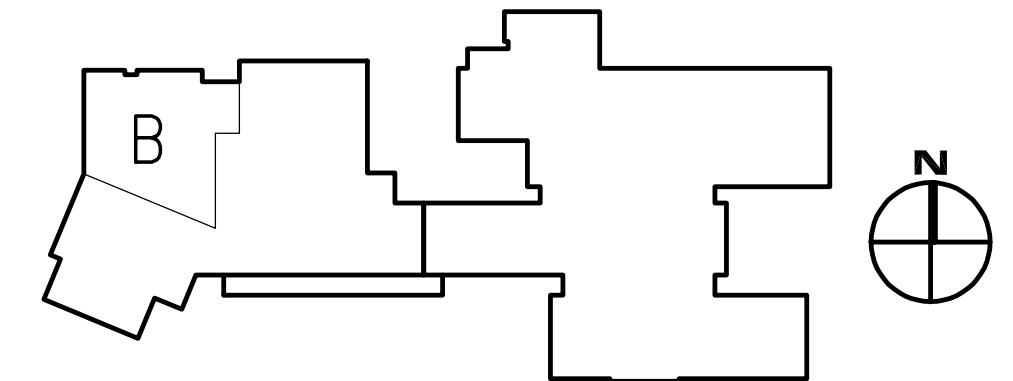
GENERAL NOTES:

- A. ALL WATER HAMMER ARRESTORS SHALL BE PDI SIZE A, UNLESS OTHERWISE NOTED. PROVIDE ISOLATION VALVE AND ACCESS PANEL FOR ALL WATER HAMMER ARRESTORS. EXISTING ACCESS PANELS CAN BE RE-USED WHERE LOCATED ADJACENT TO NEW WATER HAMMER ARRESTORS.
- B. PROVIDE ACCESS DOORS FOR ALL CONCEALED VALVES IN ACCORDANCE WITH SPECIFICATION SECTION 08 31 13. EXISTING ACCESS PANELS CAN BE RE-USED WHERE LOCATED ADJACENT TO NEW VALVES.
- C. FOR TYPICAL EXTERIOR HOSE BIBB DETAIL, SEE - 3/M312.
- D. PIPE ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR TO FIELD VERIFY PIPE ROUTING.
- E. BRANCH PIPING TO BE INSTALLED WITH ISOLATION VALVES WITHIN 24" OF MAIN PIPING.
- F. REINSTALL EXISTING FIXTURES USING SALVAGED FIXTURE TRIM AND APPURTENANCES TO THE EXTENT POSSIBLE. CONTRACTOR TO REPLACE VALVES AND APPURTENANCES DAMAGED DURING DEMOLITION.
- G. PIPING IN WALLS - UNLESS NOTED OTHERWISE, ALL PIPING TO BE ROUTED CONCEALED IN WALLS FROM CEILING TO FIXTURE.

SHEET NOTES:

- 1. HOT WATER/COLD WATER HOSE BIBB, HB-2 (E) WITH LOCKABLE COVER INSTALLED UNDER LAVATORY.
- 2. PROVIDE 1/2" HW TO DISHWASHER P-6A (E).
- 3. OFFSET PIPING MINIMUM 20 INCHES TO ACCOUNT FOR THERMAL EXPANSION. PIPE GUIDE TO BE 10 INCHES FROM ELBOWS.

1 FIRST FLOOR PLUMBING PLAN - BLOCK B
 1/8" = 1'-0"





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REVISIONS:

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 DWG FILE: MSERIES

DRAWING TITLE:
 FIRST FLOOR PLUMBING
 PLAN - BLOCK C

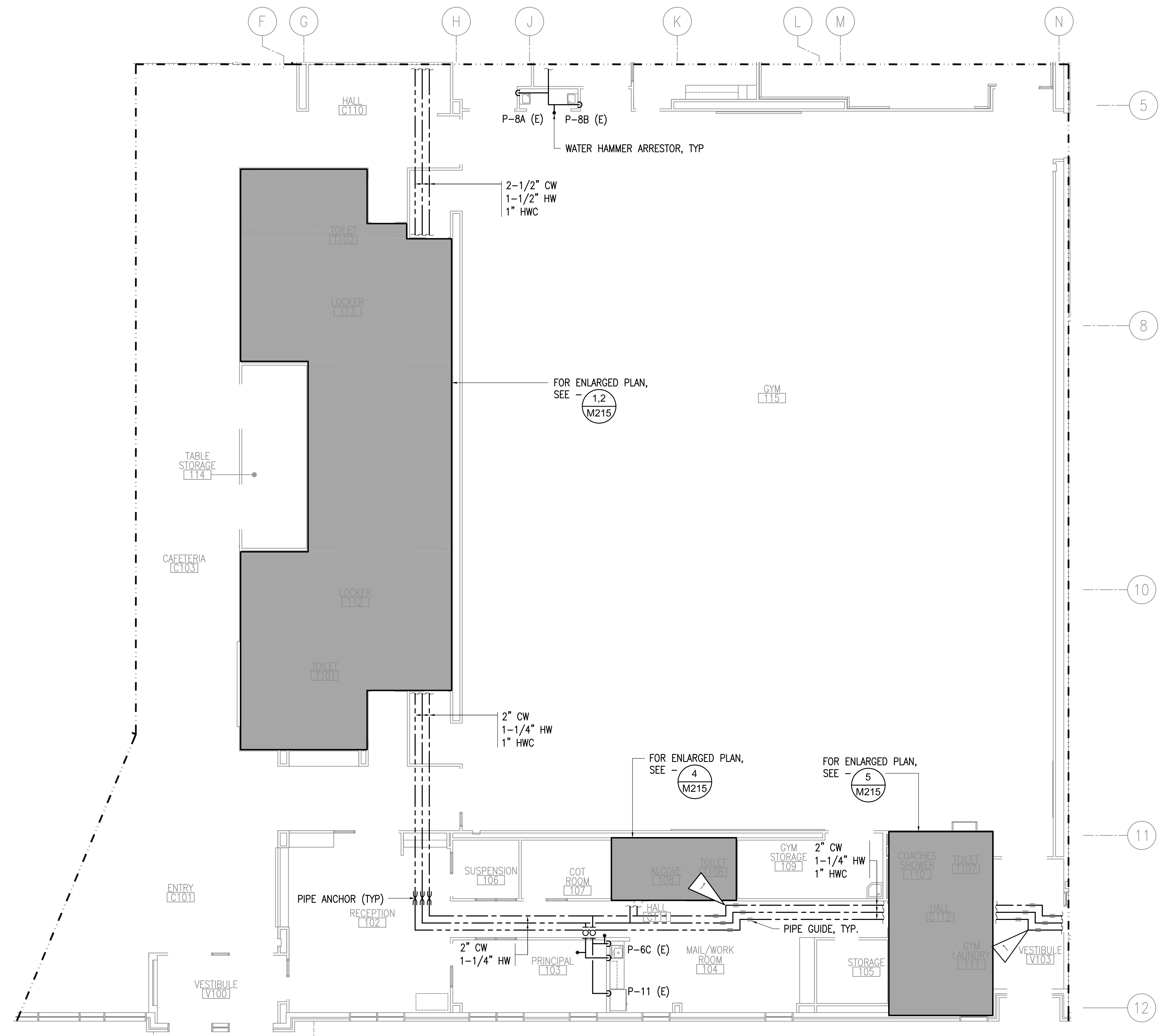
SHEET:
M213

GENERAL NOTES:

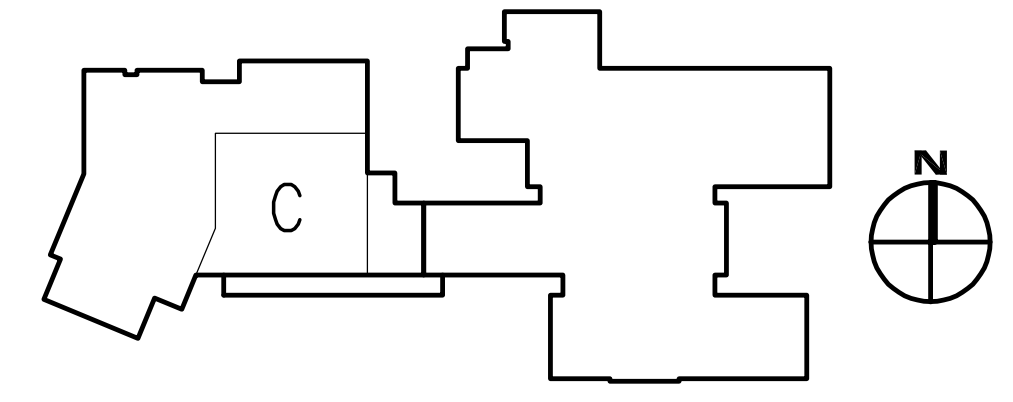
- A. ALL WATER HAMMER ARRESTORS SHALL BE PDI SIZE A, UNLESS OTHERWISE NOTED. PROVIDE ISOLATION VALVE AND ACCESS PANEL FOR ALL WATER HAMMER ARRESTORS. EXISTING ACCESS PANELS CAN BE RE-USED WHERE LOCATED ADJACENT TO NEW WATER HAMMER ARRESTORS.
- B. PROVIDE ACCESS DOORS FOR ALL CONCEALED VALVES IN ACCORDANCE WITH SPECIFICATION SECTION 08 31 13. EXISTING ACCESS PANELS CAN BE RE-USED WHERE LOCATED ADJACENT TO NEW VALVES.
- C. FOR TYPICAL EXTERIOR HOSE BIBB DETAIL, SEE - 3/M312.
- D. PIPE ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR TO FIELD VERIFY PIPE ROUTING.
- E. BRANCH PIPING TO BE INSTALLED WITH ISOLATION VALVES WITHIN 24" OF MAIN PIPING.
- F. REINSTALL EXISTING FIXTURES USING SALVAGED FIXTURE TRIM AND APPURTENANCES TO THE EXTENT POSSIBLE. CONTRACTOR TO REPLACE VALVES AND APPURTENANCES DAMAGED DURING DEMOLITION.
- G. PIPING IN WALLS - UNLESS NOTED OTHERWISE, ALL PIPING TO BE ROUTED CONCEALED IN WALLS FROM CEILING TO FIXTURE.

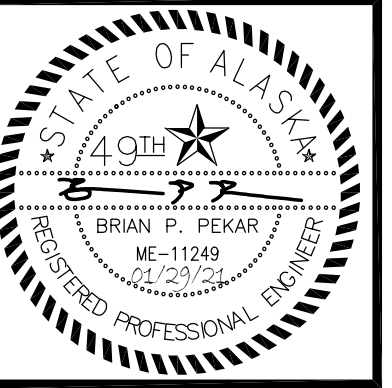
SHEET NOTES:

- 1. OFFSET PIPING MINIMUM 22 INCHES TO ACCOUNT FOR THERMAL EXPANSION. PIPE GUIDE TO BE 11 INCHES, FROM ELBOWS.



1 FIRST FLOOR PLUMBING PLAN - BLOCK C
 1/8" = 1'-0"





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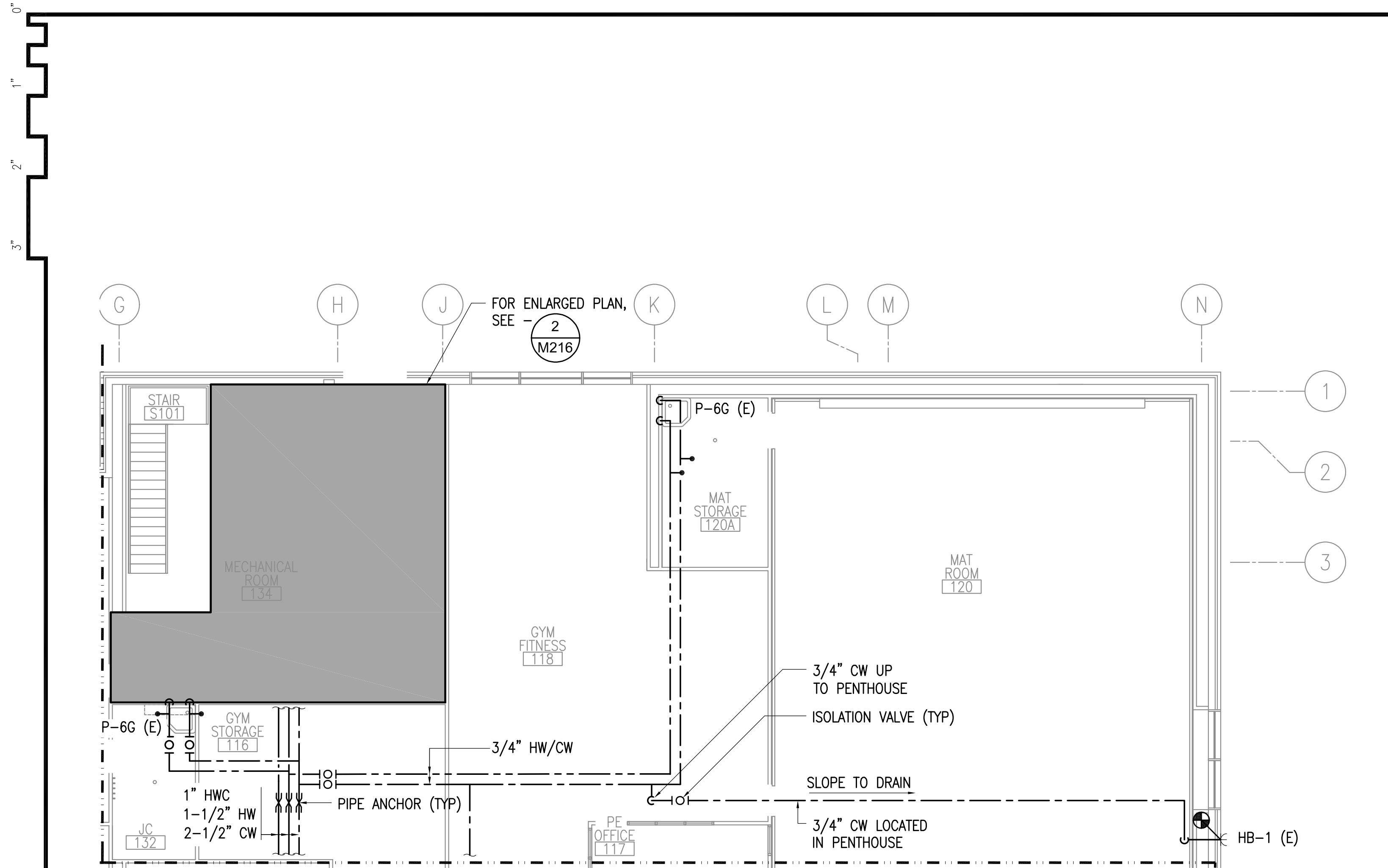
VALDEZ MS DOMESTIC WATER PIPING REPLACEMENT
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REVISIONS:

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 DWG FILE: MSERIES

DRAWING TITLE:
 FIRST FLOOR PLUMBING
 PLANS - BLOCK D AND E

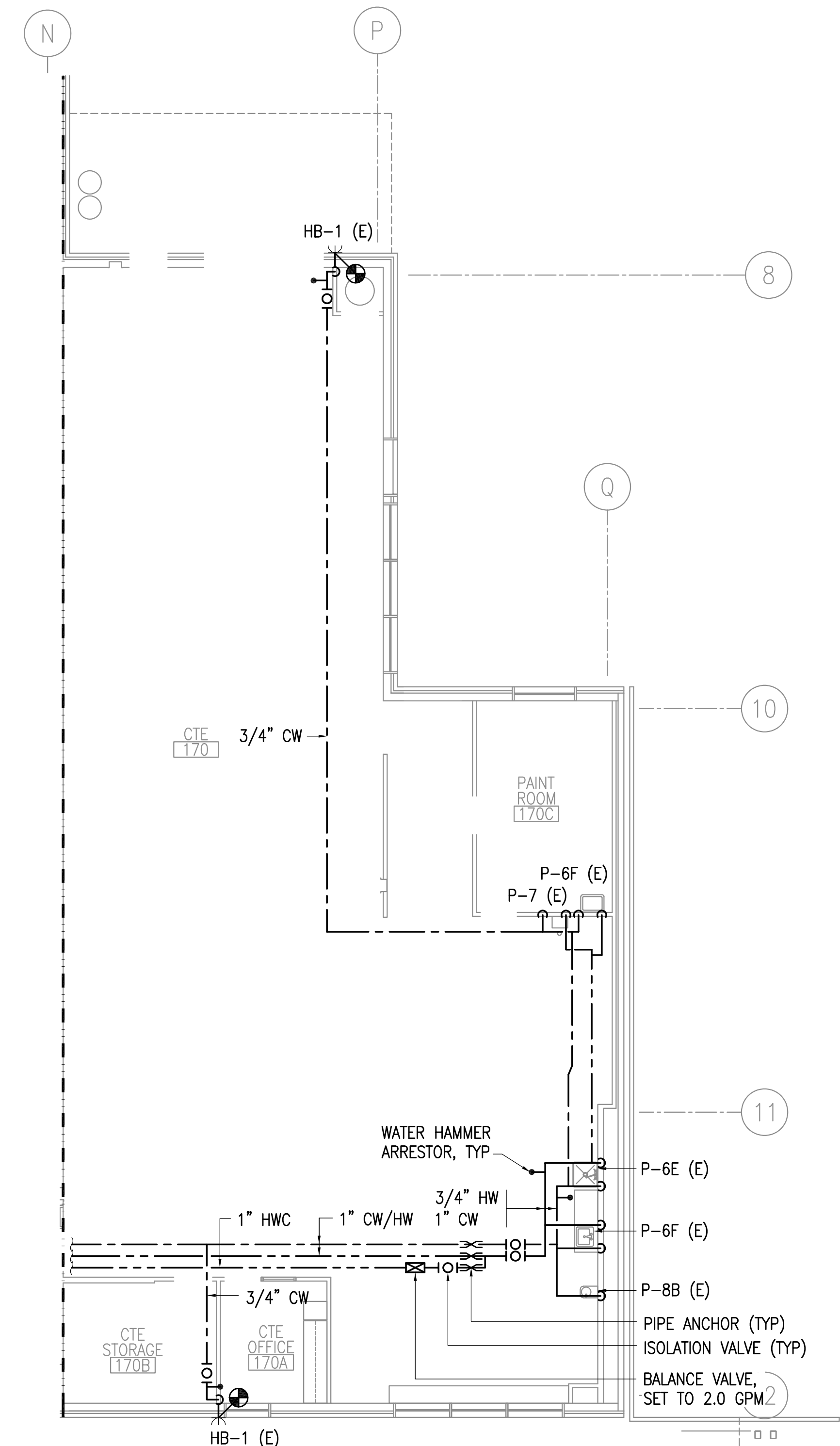
SHEET:
M214



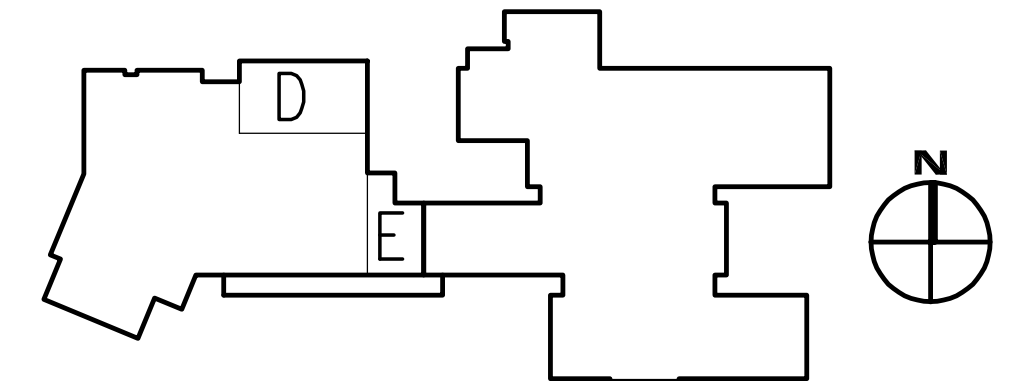
1 FIRST FLOOR PLUMBING PLAN - BLOCK D
 1/8" = 1'-0"

GENERAL NOTES:

- A. ALL WATER HAMMER ARRESTORS SHALL BE PDI SIZE A, UNLESS OTHERWISE NOTED. PROVIDE ISOLATION VALVE AND ACCESS PANEL FOR ALL WATER HAMMER ARRESTORS. EXISTING ACCESS PANELS CAN BE RE-USED WHERE LOCATED ADJACENT TO NEW WATER HAMMER ARRESTORS.
- B. PROVIDE ACCESS DOORS FOR ALL CONCEALED VALVES IN ACCORDANCE WITH SPECIFICATION SECTION 08 31 13. EXISTING ACCESS PANELS CAN BE RE-USED WHERE LOCATED ADJACENT TO NEW VALVES.
- C. FOR TYPICAL EXTERIOR HOSE BIBB DETAIL, SEE - 3/M312.
- D. PIPE ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR TO FIELD VERIFY PIPE ROUTING.
- E. BRANCH PIPING TO BE INSTALLED WITH ISOLATION VALVES WITHIN 24" OF MAIN PIPING.
- F. REINSTALL EXISTING FIXTURES USING SALVAGED FIXTURE TRIM AND APPURTENANCES TO THE EXTENT POSSIBLE. CONTRACTOR TO REPLACE VALVES AND APPURTENANCES DAMAGED DURING DEMOLITION.
- G. PIPING IN WALLS - UNLESS NOTED OTHERWISE, ALL PIPING TO BE ROUTED CONCEALED IN WALLS FROM CEILING TO FIXTURE.



2 FIRST FLOOR PLUMBING PLAN - BLOCK E
 1/8" = 1'-0"





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 MECHANICAL AND ELECTRICAL CONSULTING ENGINEERS
 670 West Frensdal Lane, Suite 200
 Anchorage, AK 99503
 Phone (807) 276-0521
 Corporate No.: AECC542

VALDEZ MS DOMESTIC WATER PIPING REPLACEMENT
GEORGE H. GILSON MIDDLE SCHOOL
 357 ROBE RIVER DRIVE,
 VALDEZ, ALASKA 99686

REVISIONS:

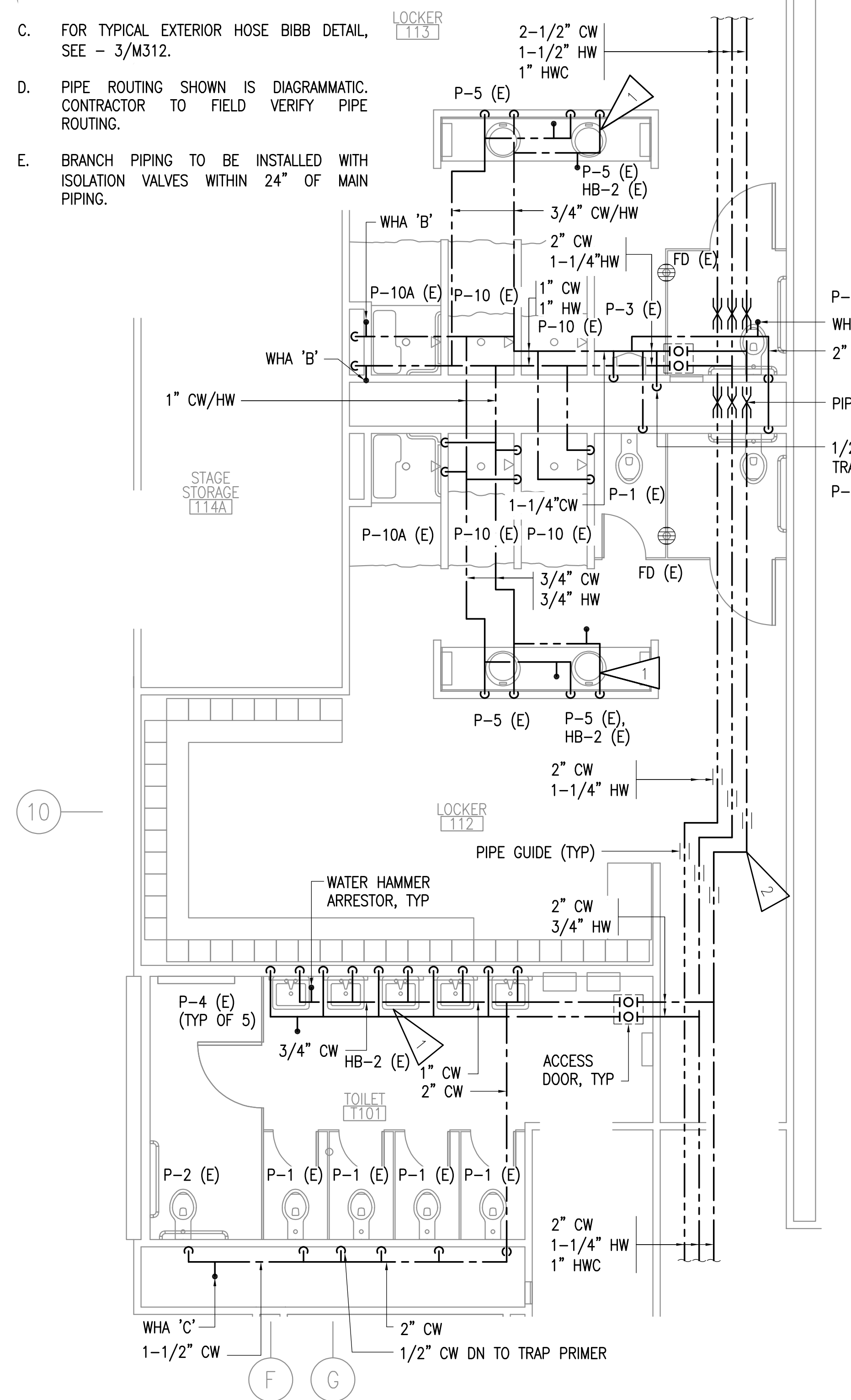
DRAWN BY: CAA
 CHECKED BY: BPP/AJS
 DATE: 01/29/2021
 JOB NUMBER: M0225.00
 DWG FILE: MSERIES

DRAWING TITLE:
 ENLARGED ABOVE
 FLOOR PLUMBING PLANS

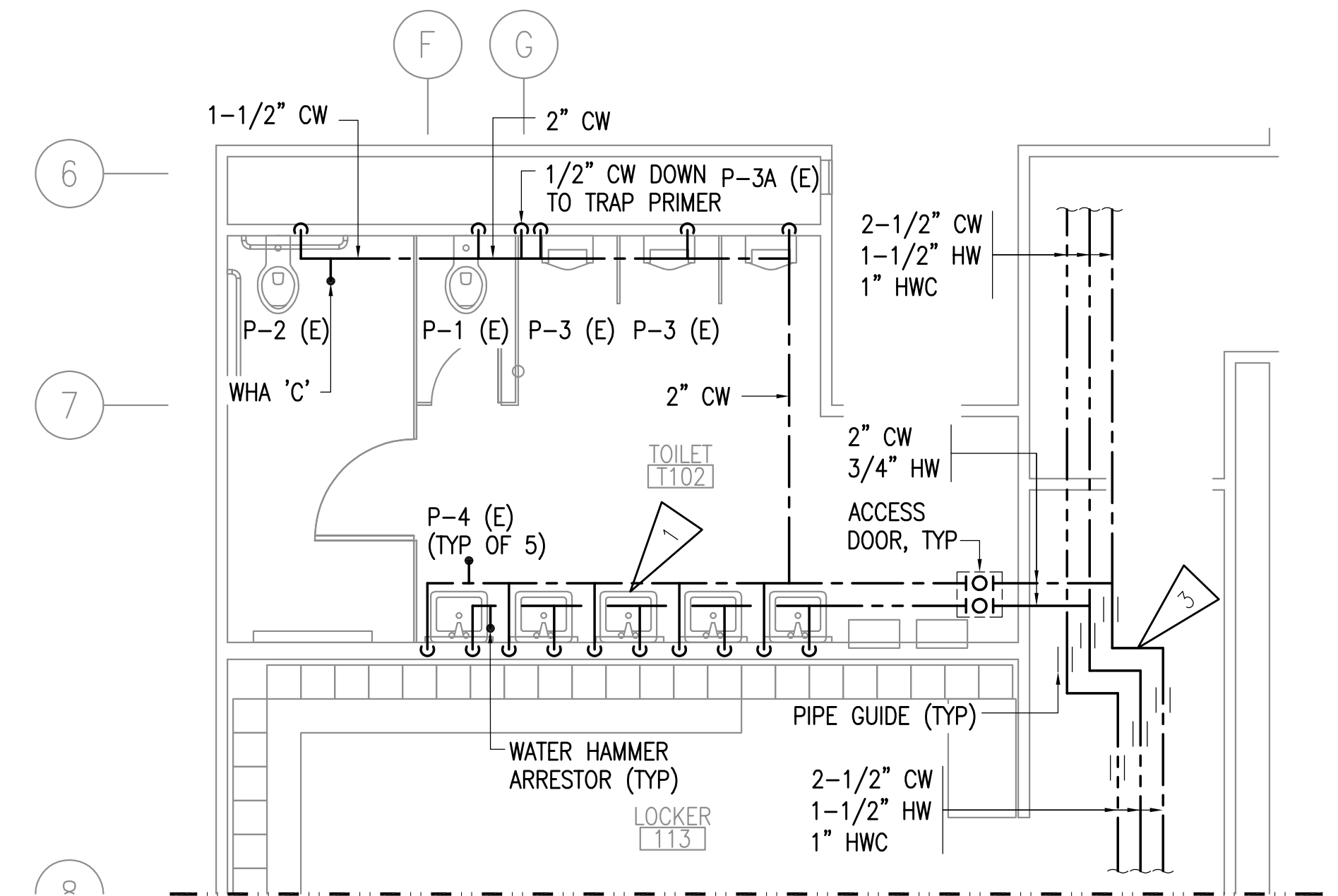
SHEET:
M215

GENERAL NOTES:

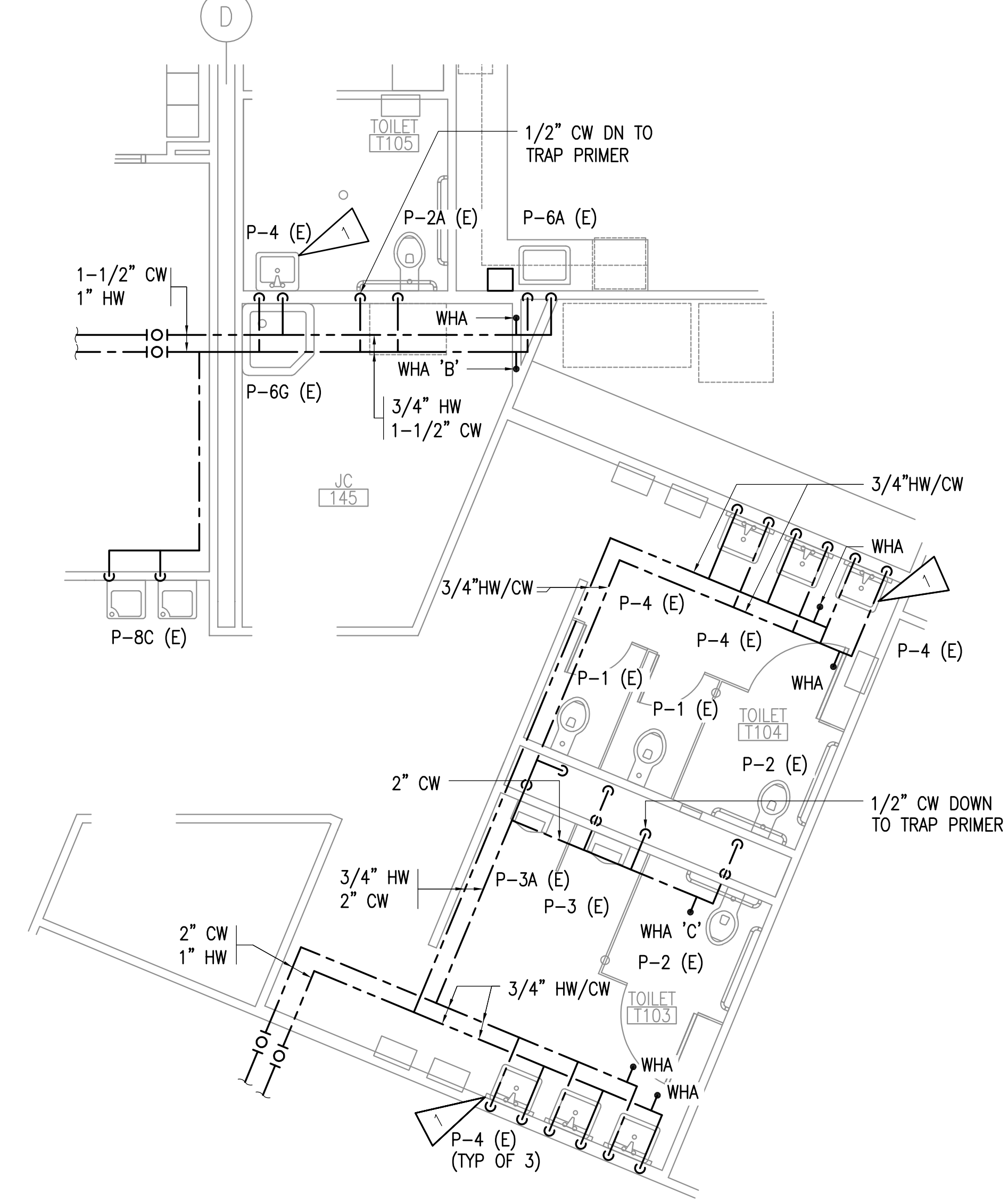
- A. ALL WATER HAMMER ARRESTORS SHALL BE PDI SIZE A, UNLESS OTHERWISE NOTED. PROVIDE ISOLATION VALVE AND ACCESS PANEL FOR ALL WATER HAMMER ARRESTORS. EXISTING ACCESS PANELS CAN BE RE-USED WHERE LOCATED ADJACENT TO NEW WATER HAMMER ARRESTORS.
- B. PROVIDE ACCESS DOORS FOR ALL CONCEALED VALVES IN ACCORDANCE WITH SPECIFICATION SECTION 08 31 13. EXISTING ACCESS PANELS CAN BE RE-USED WHERE LOCATED ADJACENT TO NEW VALVES.
- C. FOR TYPICAL EXTERIOR HOSE BIBB DETAIL, SEE - 3/M312.
- D. PIPE ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR TO FIELD VERIFY PIPE ROUTING.
- E. BRANCH PIPING TO BE INSTALLED WITH ISOLATION VALVES WITHIN 24" OF MAIN PIPING.
- F. REINSTALL EXISTING FIXTURES USING SALVAGED FIXTURE TRIM AND APPURTENANCES TO THE EXTENT POSSIBLE. CONTRACTOR TO REPLACE VALVES AND APPURTENANCES DAMAGED DURING DEMOLITION.
- G. PIPING IN WALLS - UNLESS NOTED OTHERWISE, ALL PIPING TO BE ROUTED CONCEALED IN WALLS FROM CEILING TO FIXTURE.



1 ENLARGED PLUMBING - T101, 112 & 113
 1/4" = 1'-0"



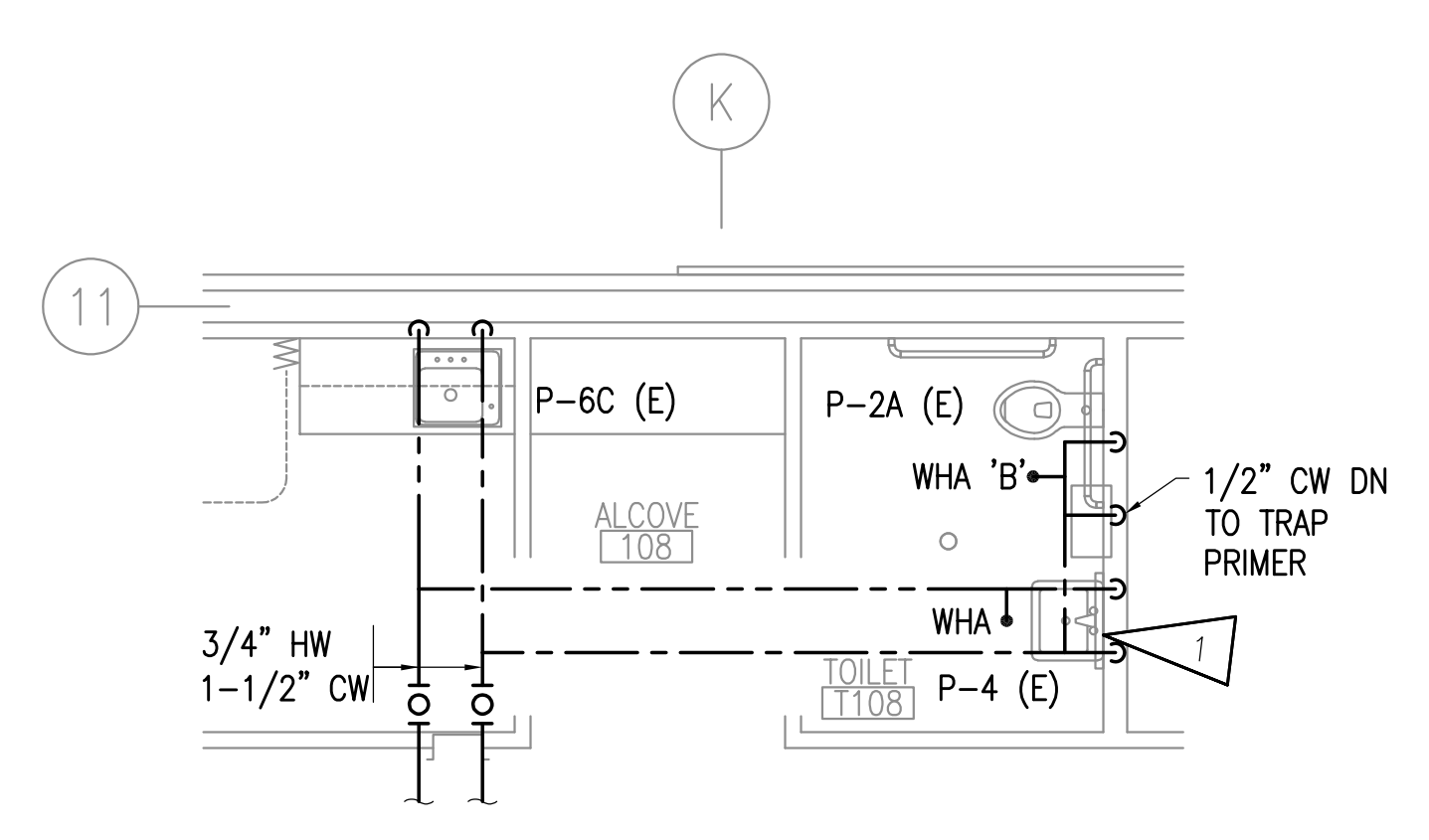
2 ENLARGED PLUMBING - T102
 1/4" = 1'-0"



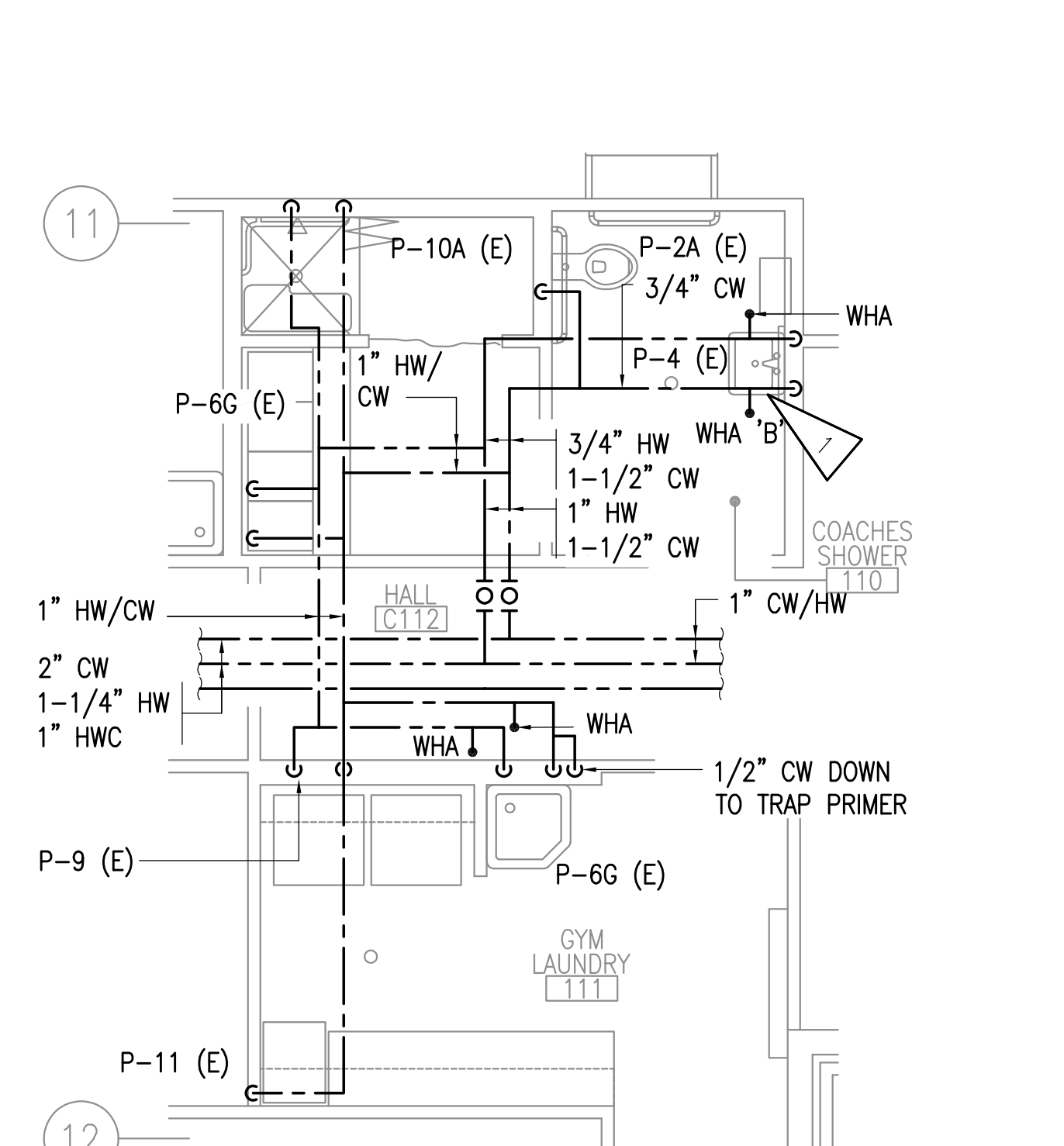
3 ENLARGED PLUMBING - T103, T104 & T105
 1/4" = 1'-0"

SHEET NOTES:

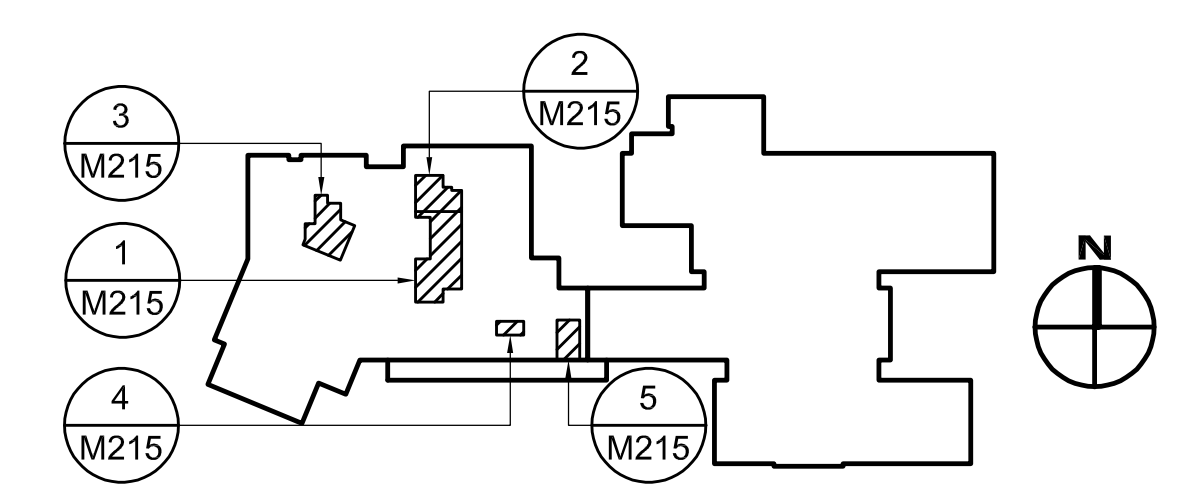
- 1. HOT WATER/COLD WATER HOSE BIBB WITH LOCKABLE COVER INSTALLED UNDER LAVATORY.
- 2. OFFSET PIPING MINIMUM 18 INCHES TO ACCOUNT FOR THERMAL EXPANSION. PIPE GUIDE TO BE 9 INCHES, FROM ELBOWS.
- 3. OFFSET PIPING MINIMUM 12 INCHES TO ACCOUNT FOR THERMAL EXPANSION. PIPE GUIDE TO BE 6 INCHES, FROM ELBOWS.



4 ENLARGED PLUMBING - T108
 1/4" = 1'-0"



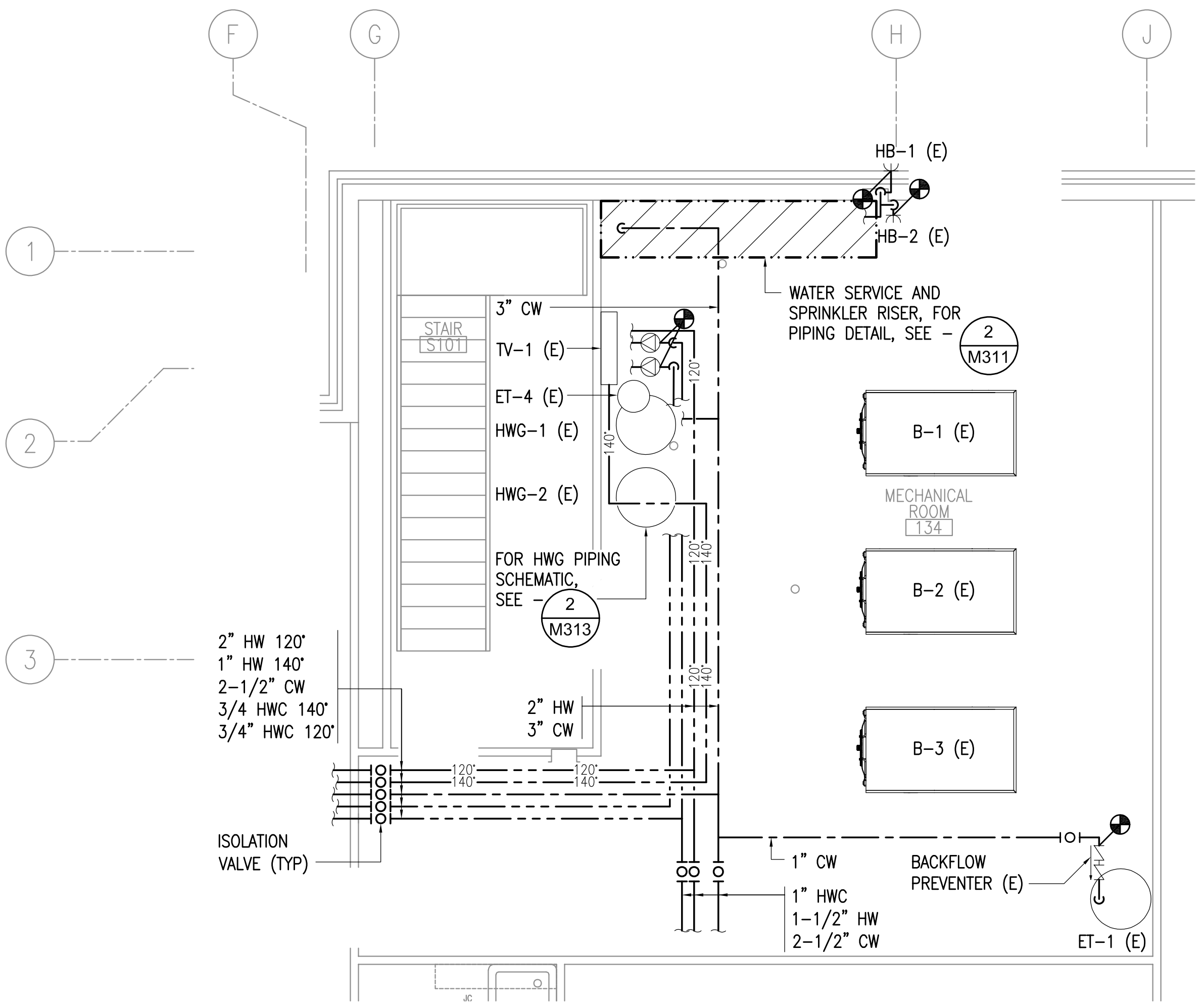
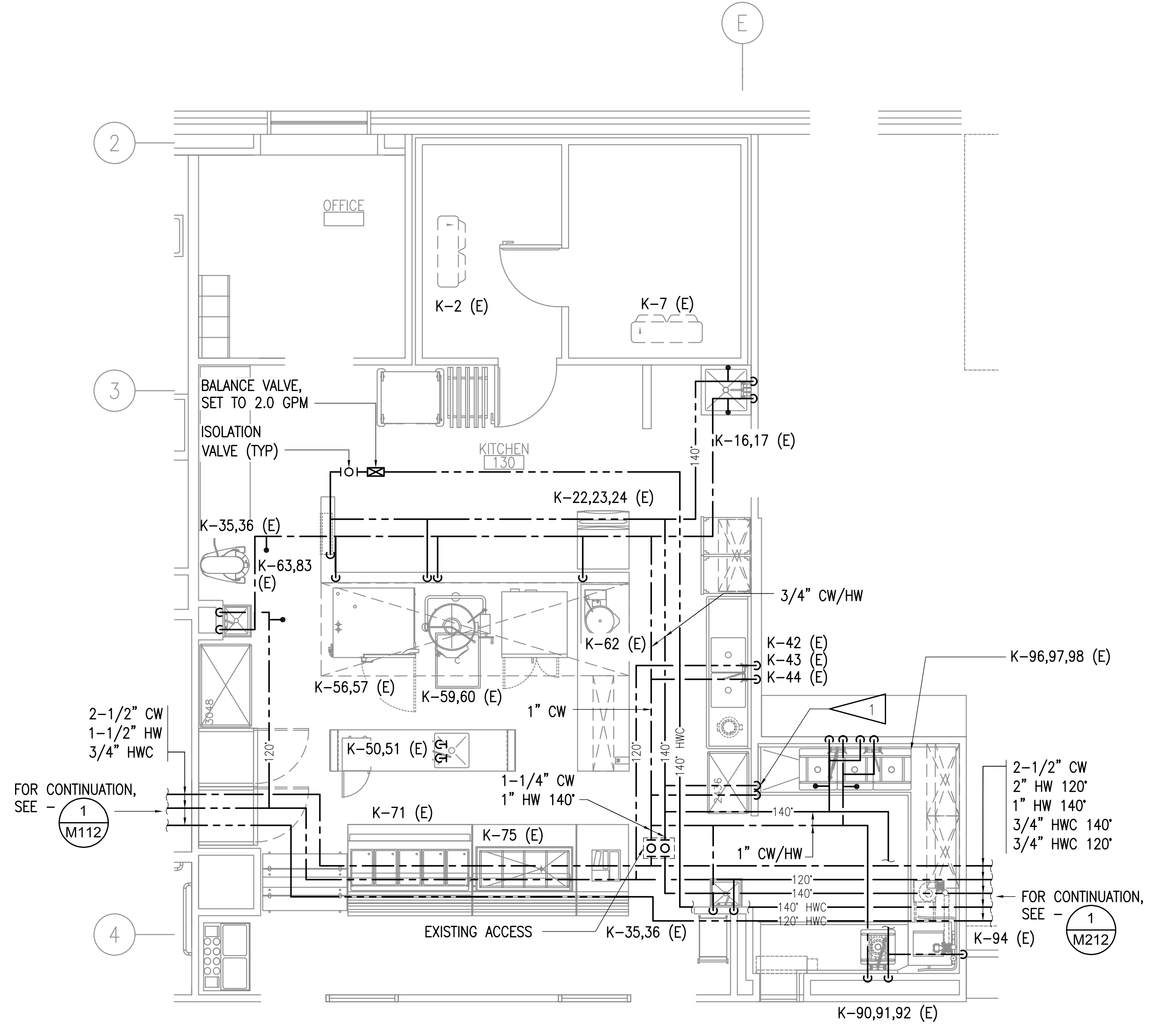
5 ENLARGED PLUMBING - 110 & 111
 1/4" = 1'-0"





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VALDEZ MS DOMESTIC WATER PIPING REPLACEMENT
GEORGE H. GILSON MIDDLE SCHOOL
357 ROBE RIVER DRIVE,
VALDEZ, ALASKA 99686



1 ENLARGED ABOVE FLOOR PLUMBING - KITCHEN
 1/4" = 1'-0"

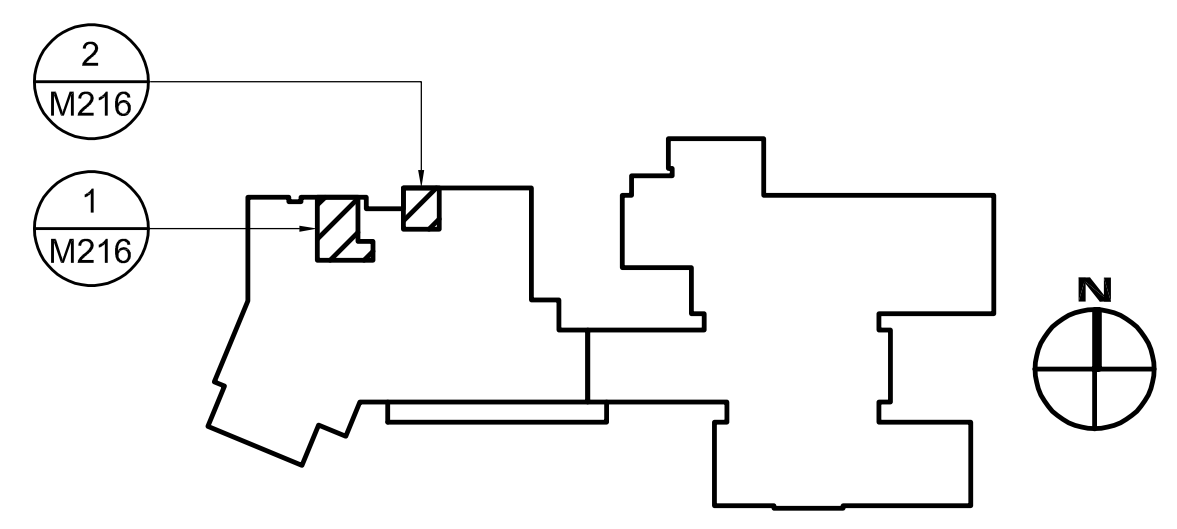
2 ENLARGED MECHANICAL ROOM PIPING REMODEL PLAN - BLOCK D
 1/4" = 1'-0"

GENERAL NOTES:

- A. ALL WATER HAMMER ARRESTORS SHALL BE PDI SIZE A, UNLESS OTHERWISE NOTED. PROVIDE ISOLATION VALVE AND ACCESS PANEL FOR ALL WATER HAMMER ARRESTORS. EXISTING ACCESS PANELS CAN BE RE-USED WHERE LOCATED ADJACENT TO NEW WATER HAMMER ARRESTORS.
- B. PROVIDE ACCESS DOORS FOR ALL CONCEALED VALVES IN ACCORDANCE WITH SPECIFICATION SECTION 08 31 13. EXISTING ACCESS PANELS CAN BE RE-USED WHERE LOCATED ADJACENT TO NEW VALVES.
- C. FOR TYPICAL EXTERIOR HOSE BIBB DETAIL, SEE - 3/M312.
- D. PIPE ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR TO FIELD VERIFY PIPE ROUTING.
- E. BRANCH PIPING TO BE INSTALLED WITH ISOLATION VALVES WITHIN 24" OF MAIN PIPING.
- F. REINSTALL EXISTING FIXTURES USING SALVAGED FIXTURE TRIM AND APPURTENANCES TO THE EXTENT POSSIBLE. CONTRACTOR TO REPLACE VALVES AND APPURTENANCES DAMAGED DURING DEMOLITION.
- G. PIPING IN WALLS - UNLESS NOTED OTHERWISE, ALL PIPING TO BE ROUTED CONCEALED IN WALLS FROM CEILING TO FIXTURE.

SHEET NOTES:

- 1 1/2" HW/CW DOWN TO BELOW GRADE. CONNECT TO EXISTING. 1/2" HW/CW PEX BELOW GRADE TO K-50,51. PROVIDE ISOLATION VALVES AND ACCESS DOOR AT TRANSITION.



REVISIONS:

DRAWN BY: CAA
 CHECKED BY: BPP,AJS
 DATE: 01/29/2021
 JOB NUMBER: M0225.00
 DWG FILE: MSERIES

DRAWING TITLE:
 ENLARGED KITCHEN
 AND MECHANICAL ROOM
 PIPING REMODEL PLANS

SHEET:
M216



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 MECHANICAL AND ELECTRICAL CONSULTING ENGINEERS
 670 West Friedland Lane, Suite 200
 Anchorage, AK 99503
 Phone (907) 276-0521
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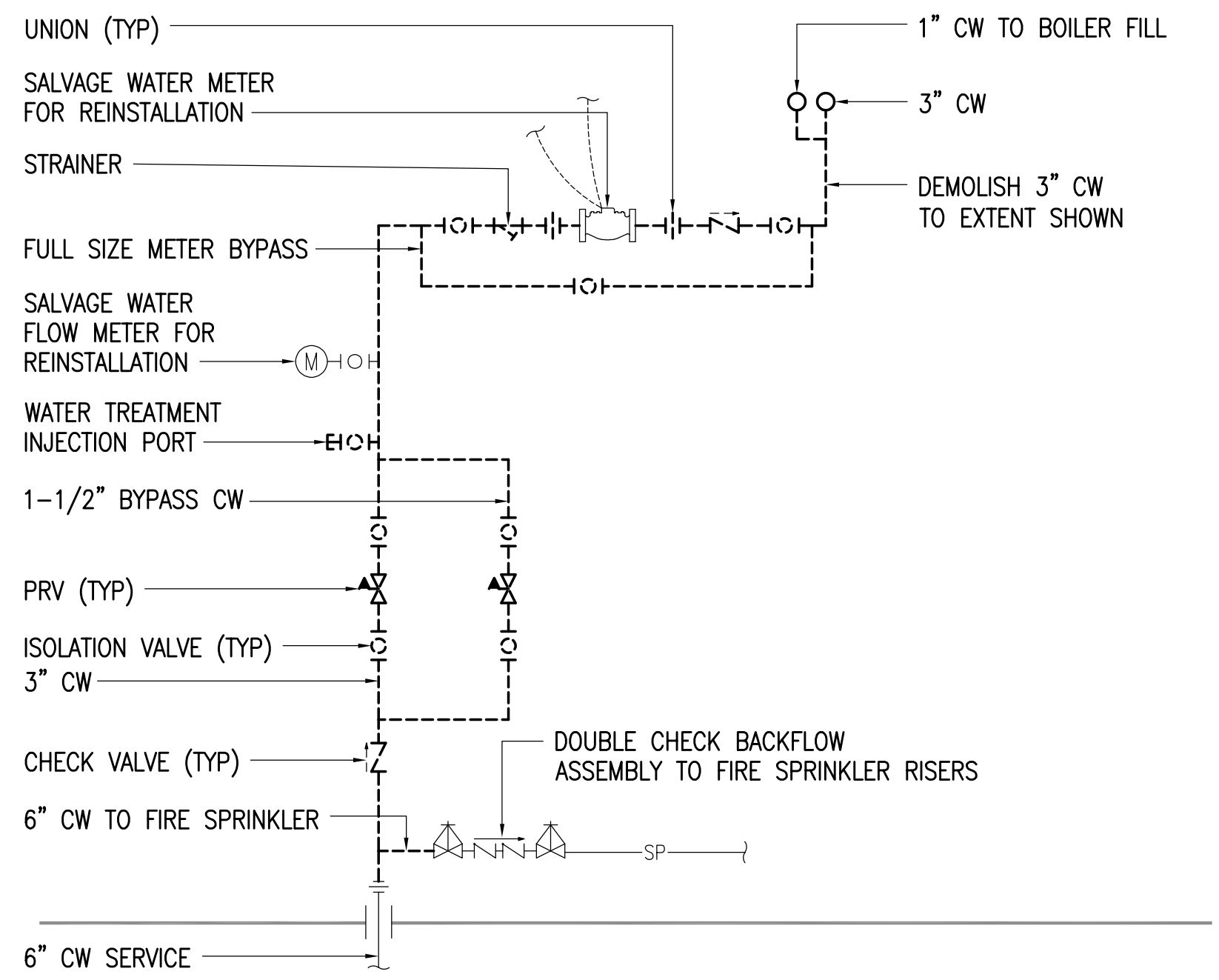
VALDEZ MS DOMESTIC WATER PIPING REPLACEMENT
GEORGE H. GILSON MIDDLE SCHOOL
357 ROBE RIVER DRIVE,
VALDEZ, ALASKA 99686

REVISIONS:

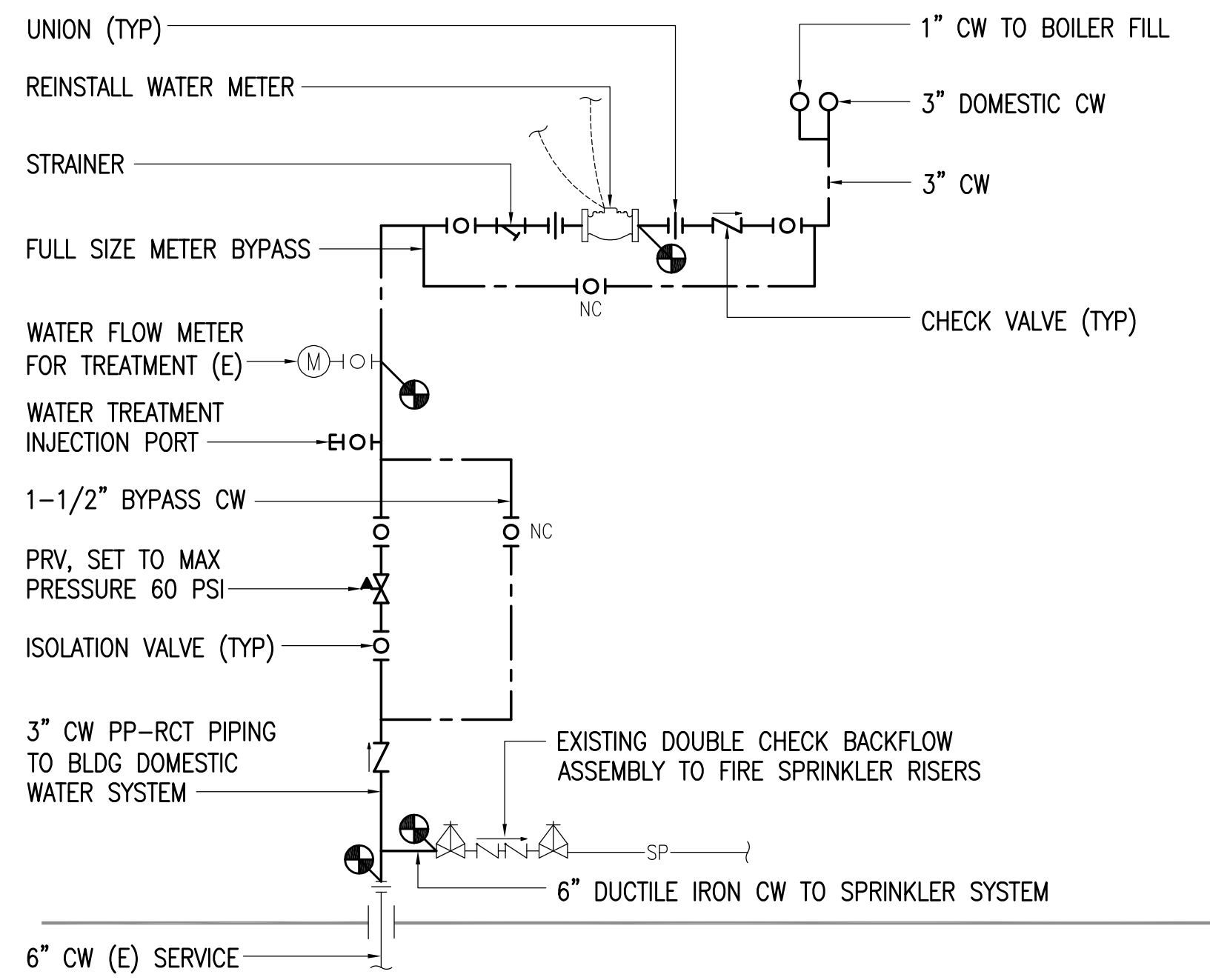
DRAWN BY: CAA
 CHECKED BY: BPP_AJS
 DATE: 01/29/2021
 JOB NUMBER: M0225.00
 DWG FILE: MSERIES

DRAWING TITLE:
 MECHANICAL DETAILS

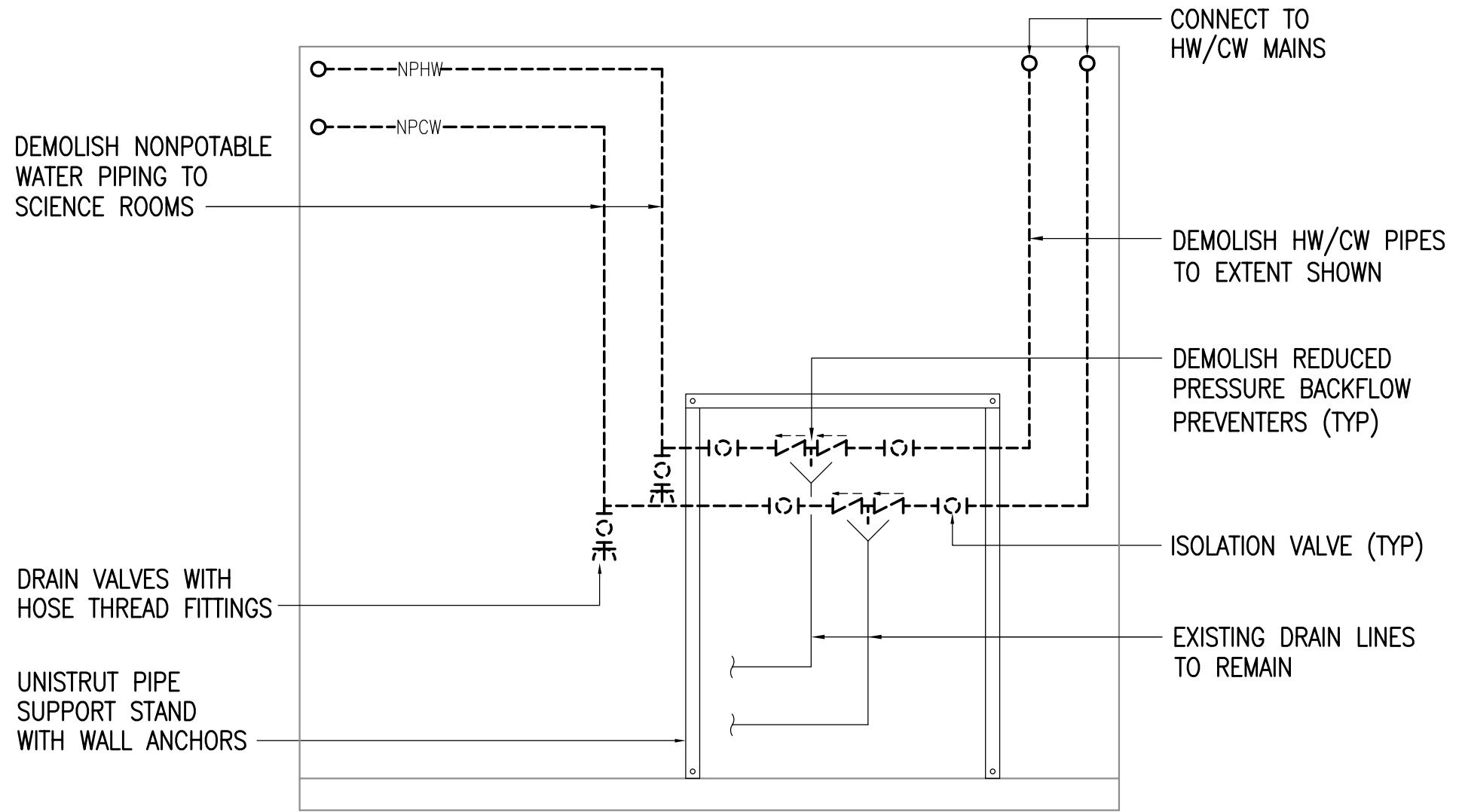
SHEET:
M311



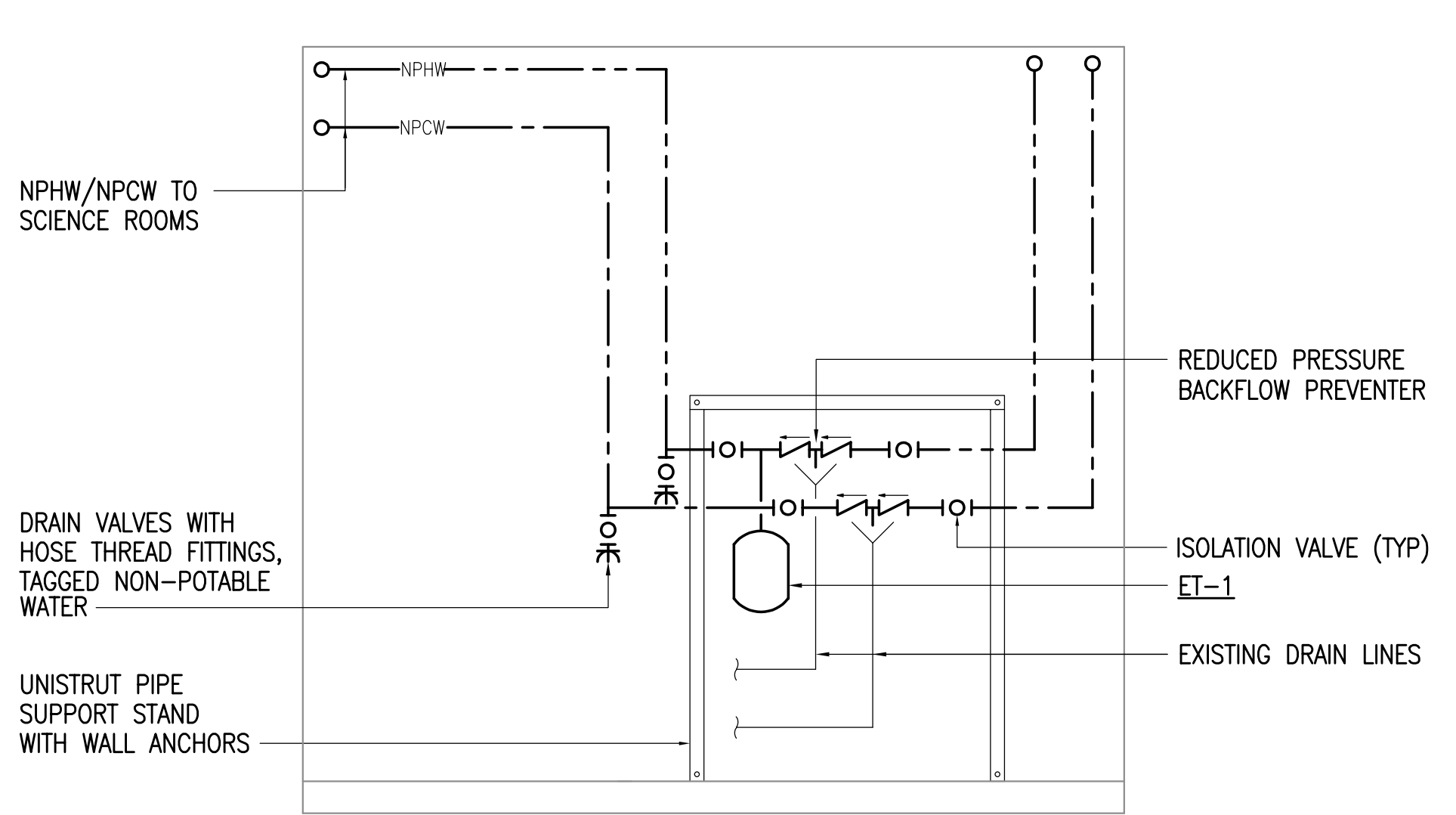
1 WATER SERVICE ENTRANCE DETAIL - DEMOLITION
 NO SCALE



2 WATER SERVICE ENTRANCE DETAIL - REMODEL
 NO SCALE

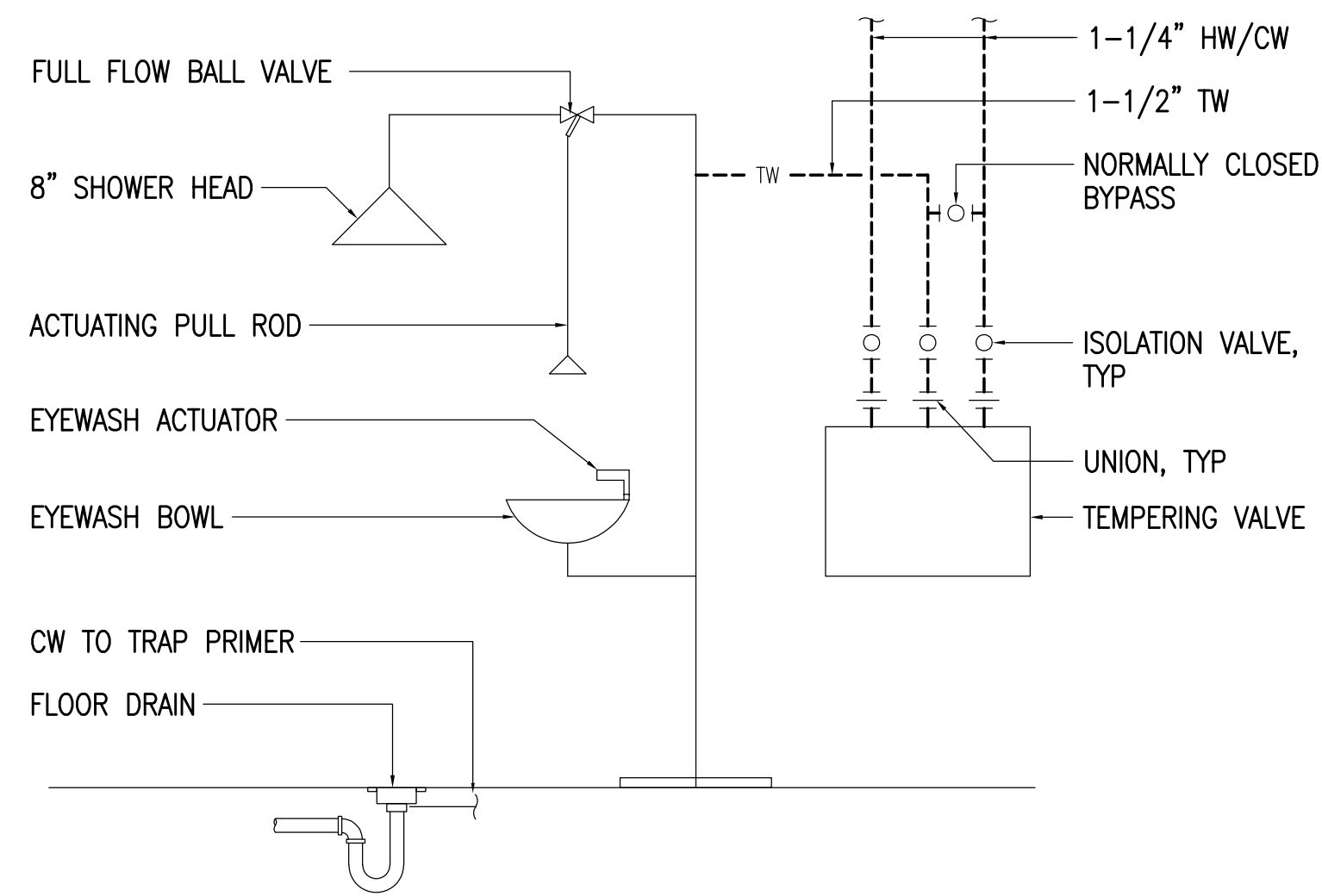


3 SCIENCE BACKFLOW PREVENTER DETAIL
 NO SCALE

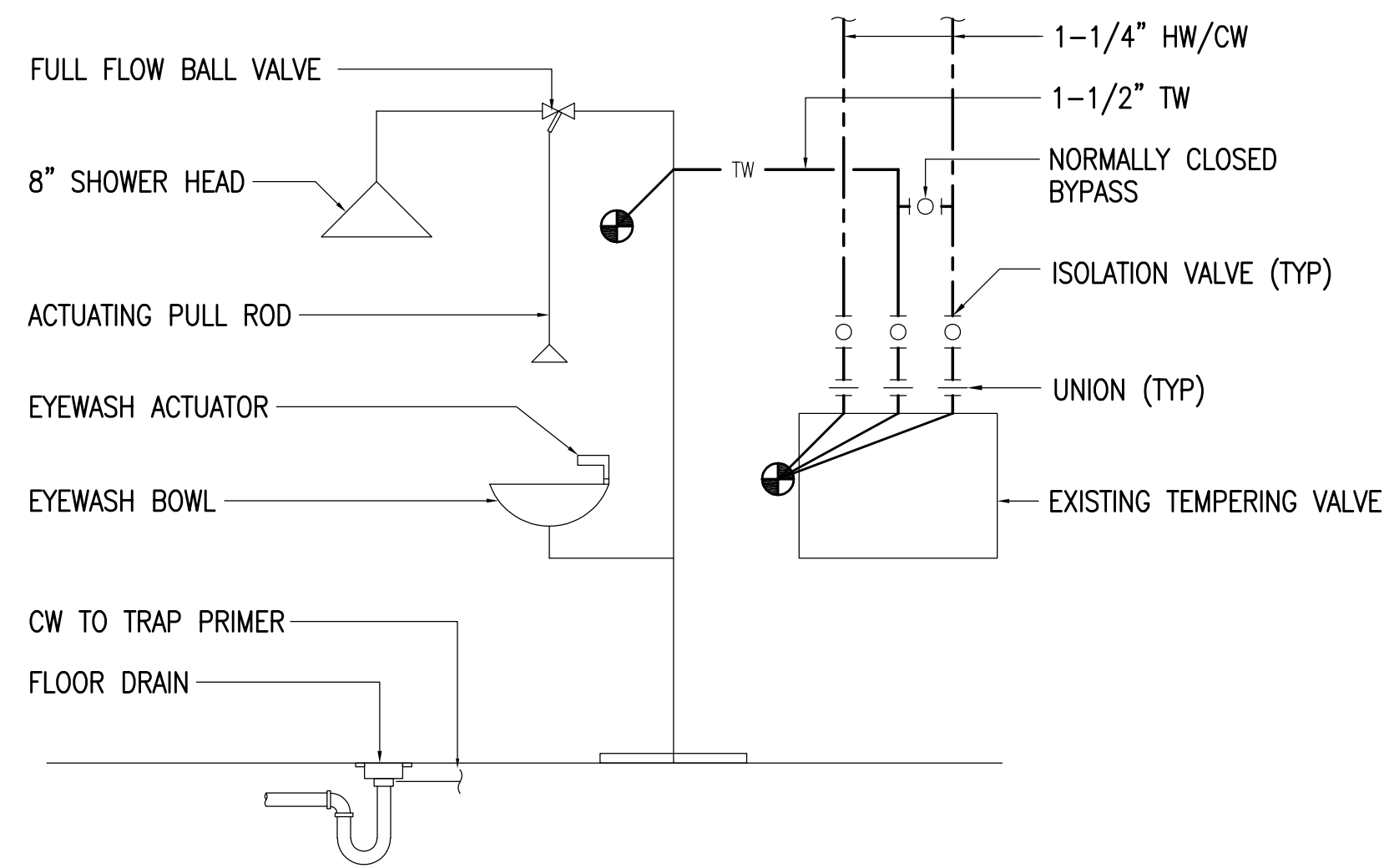


4 SCIENCE BACKFLOW PREVENTER DETAIL
 NO SCALE

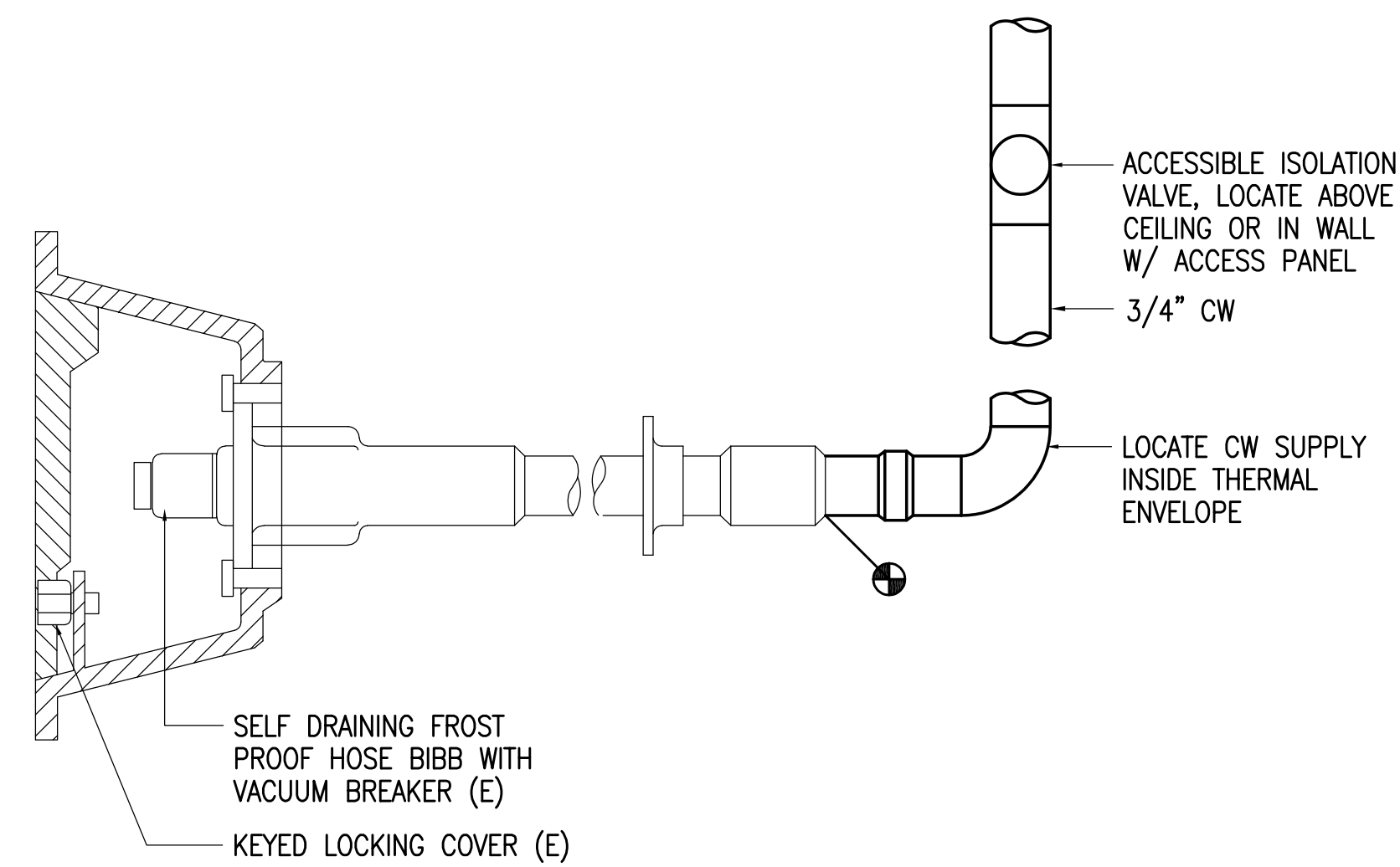
0"
1"
2"
3"



1 EYEWASH/SHOWER DEMOLITION DETAIL
NO SCALE



2 EYEWASH/SHOWER REMODEL DETAIL
NO SCALE



3 EXTERIOR HOSE BIBB DETAIL
NO SCALE



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Corporate No.: AECC542

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GEORGE H. GILSON MIDDLE SCHOOL
357 ROBE RIVER DRIVE,
VALDEZ, ALASKA 99686

REVISIONS:

DRAWN BY: CAA
CHECKED BY: BPP_AJS
DATE: 01/29/2021
JOB NUMBER: M0225.00
DWG FILE: MSERIES

DRAWING TITLE:
MECHANICAL DETAILS

SHEET:
M312



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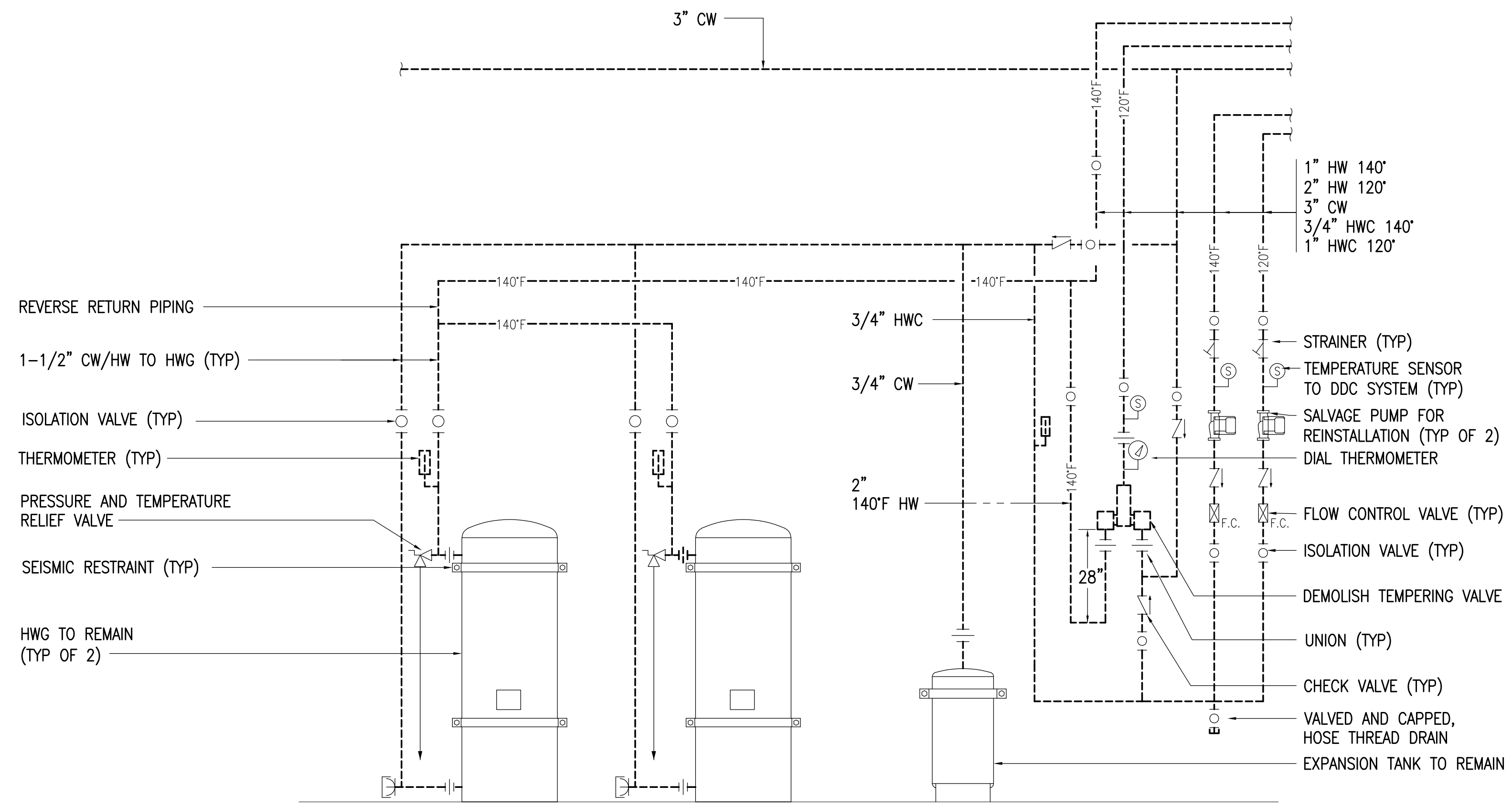
VALDEZ MS DOMESTIC WATER PIPING REPLACEMENT
GEORGE H. GILSON MIDDLE SCHOOL
357 ROBE RIVER DRIVE,
VALDEZ, ALASKA 99686

REVISIONS:

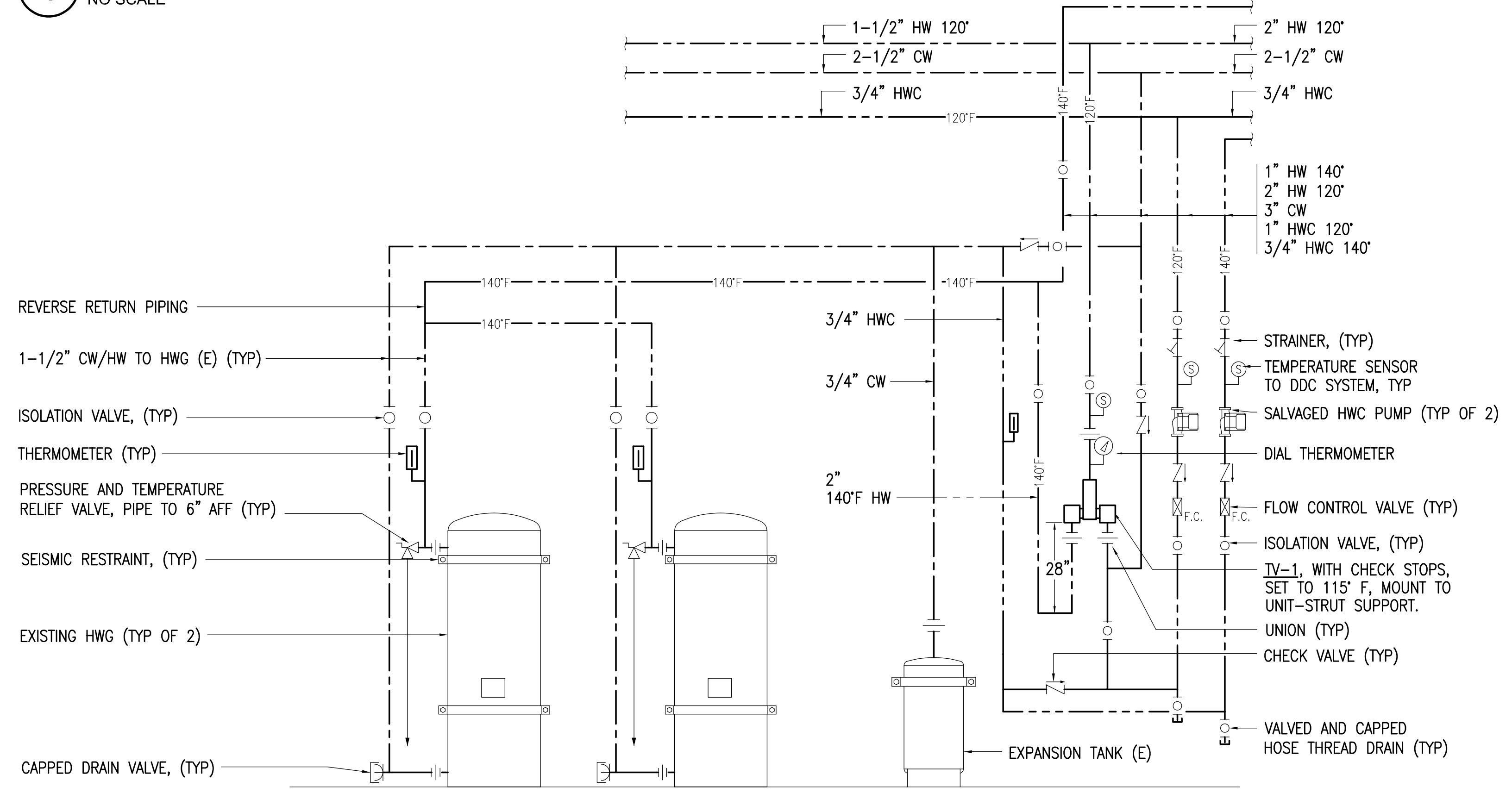
DRAWN BY: CAA
 CHECKED BY: BPP,AJS
 DATE: 01/29/2021
 JOB NUMBER: M0225.00
 DWG FILE: MSERIES

DRAWING TITLE:
 DOMESTIC WATER PIPING
 DEMOLITION AND
 REMODEL SCHEMATICS

SHEET:
M313

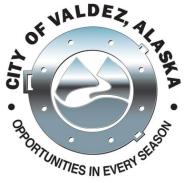


1 DOMESTIC WATER PIPING DEMOLITION SCHEMATIC
 NO SCALE



2 DOMESTIC WATER PIPING REMODEL SCHEMATIC
 NO SCALE

0"
 1"
 2"
 3"



Legislation Text

File #: 22-0369, **Version:** 1

ITEM TITLE:

Approval of the City's Property and Casualty Insurance Broker Agreement

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: \$36,000

Unencumbered Balance: \$36,000

Funding Source: Insurance Department; Professional Fees & Services, 001-5700-43200

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

The attached file reflects a 3-year agreement for professional services with insurance broker Hale & Associates

The agreement reflects an annual broker fee of \$36,000, this fee is unchanged from the City's previous two-year agreement which expired 7/1

**CITY OF VALDEZ
VALDEZ CITY SCHOOL DISTRICT**

**PROFESSIONAL SERVICES AGREEMENT
2022-2025**

**HALE & Associates
100 Cushman Street, Suite 200
Fairbanks, AK 99701
Ph. 456-6671
Fax 452-5214**

Insurance-Bonds-Risk Management

BROKER AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July 2022, by and between CITY OF VALDEZ AND VALDEZ CITY SCHOOL DISTRICT (hereinafter referred to as “City”) (hereinafter “CITY”) and HALE & ASSOCIATES (hereinafter “BROKER”), a corporation organized and existing under the laws of the State of Alaska.

WITNESSETH:

WHEREAS, the CITY desires full services of a Broker for all lines of insurance coverage, and

WHEREAS, HALE & ASSOCIATES, INC. has been designated as BROKER for the CITY:

NOW THEREFORE, the parties hereto agree to the following:

1. The term of this Agreement shall be from July 1, 2022 through June 30, 2025, unless sooner terminated as herein provided. Two annual extensions are available at the discretion of the CITY.
2. The Broker shall:
 - A. Provide underwriting information and structure offerings to responsible and financially adequate insurers for the purposes of securing the insurance coverage requested by the CITY.
 - B. Check the wording and accuracy of each policy and endorsement prior to delivery. Any clarifications would be requested from the insurers.
 - C. Verify that rates and premiums are as quoted.
 - D. Submit originals of all policies and endorsements to the CITY.
 - E. Be available at all times to answer questions from the CITY.
 - F. Obtain answers from underwriters to policy coverage questions.

Broker Services Agreement

Page 2

- G. Keep continually up to date on the CITY's loss exposures through telephone discussions with personnel, inspections of premises or other methods deemed appropriate.
 - H. Review and comment on insurer loss control recommendations, if any.
 - I. Prepare Certificates of Insurance when requested by the CITY.
 - J. Provide list of losses incurred under each insurance policy or a statement that no losses have been incurred at least annually. Updates following policy expiration are required until all claims are closed.
 - K. Be reasonably available to meet with CITY personnel.
 - L. Assist the CITY in proving its claims with insurers, if disputes arise.
 - M. Arrange annual review of outstanding loss reserves with the appropriate carrier.
 - N. Meet with the CITY at least ninety (90) days prior to policy renewal dates to begin negotiations and provide information regarding costs, necessary coverages, market conditions, and other factors affecting renewal planning or strategy. Exact policy wording and renewal costs shall be provided to the CITY thirty (30) days prior to policy renewal dates.
3. The CITY shall pay an annual brokerage fee to the BROKER for performing its obligations under this Agreement. This fee shall be billed annually and paid within thirty (30) days of receipt of billing and is to cover all time and expenses incurred by the BROKER in the performance of this Agreement.

Annual brokerage fee for services under this contract: \$36,000.

All insurance shall be placed in consideration of said fee, with no commission accruing to BROKER for the placement of any insurance called for in this agreement.

Broker Services Agreement

Page 3

4. The BROKER shall provide the CITY with a certificate evidencing its professional liability insurance prior to performing any services under this Agreement on behalf of the CITY should the city request with the following limits:
 - A. \$1,000,000 Each Occurrence
 - B. \$2,000,000 Aggregate
5. This Agreement may be cancelled by either party, at any time, upon at least ninety (90) days advance written notice, hand delivered or mailed certified, return receipt requested, to the non-canceling party.
6. The rights granted to and duties assumed by BROKER under this Agreement may not be assigned or delegated by Broker without prior written consent of the CITY.
7. Both parties agree that time is of the essence and that time specifications contained herein are to be strictly construed.
8. This Agreement may be amended from time to time as may be necessary by mutual consent of both parties; provided, however, that no amendment to this agreement shall be effective unless in writing and signed by both parties.
9. If any provisions of this Agreement or any applications thereof shall be invalid or unenforceable, the remainder of the Agreement and any other application of such provisions shall not be affected thereby.
10. This Agreement embodies the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings, oral or written relating to the subject matter hereof.
11. Both parties represent and warrant that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the

_____ day of _____, 2022.

CITY OF VALDEZ, ALASKA

HALE & ASSOCIATES

Sharon Scheidt, Mayor

David R. Hale, President

Date: _____

Date: _____

ATTEST:

VALDEZ CITY SCHOOLS

Sheri Pierce, MMC, City Clerk

Amber Cawley
Business Manager

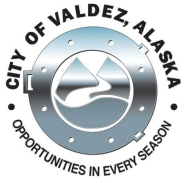
Date: _____

Date: _____

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

Jon S. Wakeland

Date: _____



Legislation Text

File #: ORD 22-0009, **Version:** 1

ITEM TITLE:

#22-09 - Amending Section 2.24 of the Valdez Municipal Code Titled Code of Ethics. Second Reading. Adoption.

SUBMITTED BY: Jake Staser, City Attorney

FISCAL NOTES:

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Ordinance #22-09 amending Section 2.24 of the Valdez Municipal Code relating to ethics was amended by the City Attorney to include additional language which brings the city into compliance with State Statutes addressing harassment, sexual harassment and retaliation. Language was also added which provides for enforcement.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 22-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, AMENDING CHAPTER 2.24 OF THE VALDEZ MUNICIPAL CODE
TITLED CODE OF ETHICS

WHEREAS, the following amendments to Chapter 2.24 of the Valdez Municipal Code hereby establish antidiscrimination and harassment as prohibited conduct and establish procedures for complaints related to violation of this Chapter.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA THAT the following amendments are made to Chapter 2.24 of the Valdez Municipal Code:

Section 1. Chapter 2.24 is hereby amended to read as follows:

Chapter 2.24

CODE OF ETHICS

Sections:

- 2.24.010 Purpose.
- 2.24.020 Definitions.
- 2.24.030 Prohibited acts.
- 2.24.040 Business dealings with city.
- 2.24.050 Enforcement.
- 2.24.060 Advisory opinions.
- 2.24.070 Penalties—Forfeited position—Exemptions—Injunction.
- 2.24.080 Distribution of code of ethics.
- 2.24.090 Application of state statutes.

2.24.010 Purpose.

The purpose of this chapter is to set reasonable standards of conduct for elected and appointed city officials, and for city employees so that the public may be assured that its trust in such persons is well placed and that the officials and employees themselves are aware of the standards of conduct demanded of persons in like office and position. However, it is not the intent of this chapter to set unreasonable barriers that will serve only to deter aspirants from public service, but rather it is recognized that Valdez is a small, isolated community with a limited pool of talented people from which to draw its leaders. These factors are to be considered in the construction and application of these provisions.

B. This chapter is also intended to establish a process which will ensure that complaints or inquiries regarding the conduct of elected and appointed city officials and employees are resolved in the shortest practicable time in order to protect the rights of the public at large and the rights of the elected or appointed official. (Prior code § 8A-1)

2.24.020 Definitions.

A. As used in this chapter:

“Engaging in business” or “engage in business” means submitting a written or oral proposal or bid to supply goods, services or other things of value, or furnishing goods, services or other things of value, for consideration or otherwise entering into any contract or transaction with the city including but not limited to the lease, sale, exchange or transfer of real or personal property.

“Financial interest” means a direct or indirect pecuniary or material benefit accruing to a city official or employee as a result of a contract or transaction by or with the city except for such contracts or transactions which by their terms and by substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. A financial interest does not include city paid remuneration for official duties or city employment. A person has a financial interest in a decision if a substantial possibility exists that a financial interest of that person might vary with the outcome of the decision. A financial interest of an employee or official includes:

1. Any financial interest of a member of that person’s immediate family;
2. Any financial interest in an entity in which that person or a member of his immediate family has an ownership interest, or is a director, officer or employee;
3. Any financial interest of a person or entity with whom the employee or official or a member of his immediate family or an entity described in subparagraph 2 of this subsection has or is likely to acquire a contractual relationship relating to the transaction in question.

“Gratuity” means a thing having value given voluntarily or beyond lawful obligation.

“Harassment” means unwelcome conduct, whether verbal, physical, or visual, that is based on a person’s race, color, ancestry, religion, national origin, age, gender, sex, pregnancy, sexual orientation, marital status, disability, genetic information, or veteran status. Harassment may include unwelcome conduct that occurs outside of work during nonwork hours if it has consequences in the workplace. Harassment does not include a minor annoyance or disappointment that an employee may encounter in the course of performing the employee’s work. Harassment becomes unlawful where:

1. Enduring the offensive conduct becomes a condition of continued employment, or
2. The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

“Immediate family” of a person means anyone related to that person by blood or current marriage or adoption in a degree up to and including the fourth degree of consanguinity or affinity or any relative or nonrelative who lives in that person’s household.

“City employee” or “employee” means any person employed or retained by the city, whether full-time or part-time, temporarily or permanently and includes, but is not limited to, all contract employees and volunteers.

“City official” or “official” means a person who holds elective or appointive office under the Charter or ordinances of the city, or who is a member of a city board, commission, committee, task force or other agency of the city.

“Official act” or “action” means any legislative, administrative, appointive or discretionary act of any officer or employee of the city or any agency, board, committee or commission thereof.

“Organization” means any corporation, partnership, firm or association, whether organized for profit or nonprofit.

“Political activity” means any act for the purpose of influencing the nomination or election of any person to public office, or for the purpose of influencing the outcome of any ballot proposition or question. Informing the public about a ballot proposition or question without attempting to influence the outcome of the ballot proposition or question is not political activity. (Prior code § 8A-2)

“Sexual harassment” means unwelcome sexual advances, or requests for sexual favors, or verbal/physical/visual conduct of a sexual nature when:

1. Submission to the conduct is made an explicit or implicit term or condition of employment;
2. Submission to or rejection of the conduct is used as the basis for an employment decision; or
3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or hostile work environment.

2.24.030 Prohibited acts.

A. Official Action. A city official or employee shall not participate in any official action in which he has a financial interest. An official or employee who is a voting member of the city council or a city board, commission or other agency shall publicly disclose any existing or potential financial interest in any matter before the council, board, commission or agency before debate or vote upon the matter and may not participate in the debate or vote upon the decision. No official or employee may testify before the council, board, commission or other agency without first disclosing any financial interest which the official or employee has in the subject of the testimony.

B. Business Prohibition. No official or employee may engage in business with the city when that person has had substantial involvement in planning, recommending or otherwise supporting the project or transaction at issue. No official or employee shall attempt to influence the city's selection of any bid or proposal, or the city's conduct of business, in which the official or employee has a financial interest. Newly elected or appointed officials and newly hired employees who have preexisting contracts with the city may fulfill the terms and conditions of such contracts without penalty.

C. Use of Office for Personal Gain. No official or employee shall seek or hold office or position for the purpose of obtaining anything of value for himself, his immediate family or a business that he owns or in which he holds an interest or for any matter in which he has a financial interest. This prohibition shall not apply to the receipt of authorized remuneration for that office or position.

D. Representing Private Interests. No official or employee shall represent, for compensation, or assist those representing private business or personal interests before the city council, administration, or any city board, commission or agency. Nothing herein shall prevent an official from making verbal or written inquiries on behalf of constituents or the general public to elements of city government or from requesting explanations or additional information on behalf of such constituents. No official may solicit a benefit or anything of value or accept same from any person for having performed this service.

E. Confidential Information. No official or employee may disclose information he knows to be confidential concerning the property, government, or affairs of the city unless authorized or required by law to do so.

F. Outside Activities. An official or employee may not engage in business or accept employment with, or render services for, a person other than the city or hold an office or position where that activity or position is incompatible with the proper discharge of his city duties or would tend to impair his independence of judgment in performing his city duties. This prohibition shall include but not be limited to the following activities:

1. During the term of employment, a city employee shall not be eligible for election to a city office. A city employee shall not be eligible for appointment to a city board that has oversight over the department of employment of that employee.
2. A person who holds an appointed city office shall not be eligible for employment with the city, during their term of office, in the department that the appointed office or board has jurisdiction over until one year has elapsed following the term of appointment. An exception may be made with the approval of four or more members of the city council.
3. Pursuant to Section 2.3 of the Valdez City Charter, a person who holds or has held an elective city office shall not be eligible for appointment to an office or for employment with the city until one year has elapsed following the term for which he was elected or appointed. An exception may be made with the approval of four or more members of the city council.

G. Gratuities. No official or employee shall accept a gratuity from any person engaging in business with the city or having a financial interest in a decision pending with the city. No official or employee shall give a gratuity to another official or employee for the purpose of influencing that person's opinion, judgment, action, decision or exercise of discretion as a city official or employee. This subsection does not prohibit accepting:

1. A meal;
2. Discounts or prizes that are generally available to the public or large sections thereof;
3. Gifts presented by employers in recognition of meritorious service or other civic or public awards;

4. A candidate for public office accepting campaign contributions;
5. An occasional nonpecuniary gift insignificant in value;
6. Any gift which would have been offered or given to him if he were not an official or employee.

H. Use of City Property. No official or employee may request or permit the use of city vehicles, equipment, materials or property for a noncity purpose, including but not limited to private financial gain, unless that use is available to the general public on the same terms or unless specifically authorized by the city council.

I. Political Activities, Limitations of Individuals. Appointed officials and employees may not take an active part in a political campaign or other matter to be brought before the voters when on duty. Nothing herein shall be construed as preventing appointed officials or employees from exercising their voting franchise, contributing to a campaign or candidate of their choice or expressing their political views when not on duty or otherwise conspicuously representing the city.

J. Political Activity, Limitation on City Government. The city may prepare and disseminate general, objective information about the issues to be voted on in local elections. Such material shall be devoid of biased statements or slant and, where appropriate, may contain pro and con statements of equal weight and value.

K. Influencing Another Council Member's Vote. A city council member may not attempt to influence another council member's vote or position on a particular item through contact with a city council member's employer or by threatening financial harm to another city council member. (Ord. 94-13 § 1; Ord. 94-12 § 1; prior code § 8A-3)

L. Harassment and Discrimination. The city will not tolerate, condone, or permit unlawful harassment, including sexual harassment, or discrimination on the basis of race, religion, color, national origin, age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood. All officials or employees who instigate or participate in unlawful harassment, including sexual harassment, or discrimination against any employee or official will be subject to disciplinary action. All officials and employees shall also refrain from discriminating against or harassing citizens and others while acting in an official capacity.

M. Retaliation. It is a violation of law to retaliate against a person who has opposed practices forbidden under Alaska Statutes Chapters 18.80.220 – 18.80.280 or who has reported or participated in the investigation of an allegation of harassment or discrimination. An employee or official may not engage in retaliation. All officials or employees who instigate or participate in retaliation against any employee or official will be subject to disciplinary action.

N. Hostile Work Environment. Discriminatory behavior or harassment sufficiently severe or pervasive to alter the conditions of the subject's employment and to create a hostile work environment violates Alaska Statutes Chapter 18.80.220 and is prohibited. All officials or employees who instigate or participate in unlawful harassment or discrimination that creates a hostile work environment will be subject to disciplinary action.

2.24.040 Business dealings with city.

In accordance with Section 12.4 of the Charter of the city of Valdez:

A. Before a city official or employee, or an organization or entity in which the official or employee has a financial interest, engages in business with the city, the official or employee shall file with the city clerk a statement, under oath, setting forth the nature of such business dealings and his interest therein, not less than ten days before the date when official action may be taken by the council or by any officer, employee, commission or other agency of the city upon the matter involved. If all other provisions of this chapter are complied with, the statement shall be sufficient for continuing transactions of a similar or like nature for one year from the date of its filing. However, if an employee or official has violated any of the provisions of this chapter, he shall be precluded from dealing with the city on that particular matter.

B. Upon taking office, or upon subsequently acquiring the interest, an official or employee shall file with the city clerk a statement disclosing any financial interests of the official or employee in an organization engaging in business with the city. (Prior code § 8A-4)

2.24.050 Enforcement.

A. The city council shall have the primary responsibility for the enforcement of this chapter with regard to the conduct of city officials and shall ensure that a determination of the validity of a complaint is made within thirty days or as soon as practicable after receipt of the complaint. The city manager shall have the primary responsibility for the enforcement of this chapter with regard to the conduct of employees pursuant to the personnel regulations and other applicable policies.

B. With regard to complaints regarding the conduct of city officials, the city council may direct the city attorney to investigate or prosecute any apparent violation of this chapter or it may employ or appoint any qualified attorney to investigate or prosecute any violation or series of violations by one or more persons of this chapter. The city council may establish polices and procedures related to the investigation of complaints against city officials for violation of any portion of this chapter. Investigation of complaints regarding the conduct of employees or complaints made by employees regarding the conduct of the City Manager shall proceed in accordance with the personnel regulations.

C. Any person who believes that a violation of any portion of this chapter has occurred may file a complaint with the city attorney, city manager or the city council. Complaints by employees related to the conduct of other employees or the City Manager shall be made in accordance with the personnel regulations. However, nothing in this chapter shall be construed to prevent complainants from instituting direct legal action through the appropriate judicial authority. A complainant who is also an employee or official shall be protected from any official acts of retaliation for filing a complaint that has a reasonable foundation. (Prior code § 8A-5)

2.24.060 Advisory opinions.

A. Where any official or employee has a doubt as to the applicability of any provision of this chapter to a particular situation, or as to the definition of terms used herein, he may apply in writing to the city attorney for an advisory opinion. The official or employee shall have the

opportunity to present his interpretation of the facts at issue and of the applicability of provisions of the chapter before such advisory opinion is made.

B. Such opinion until amended or revoked shall be binding on the city in any subsequent actions concerning the public official or employee who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion. An advisory opinion shall be applicable and binding only to the particular set of facts and instance of conduct for which it was requested and shall have no force or effect for purposes of general application. Such opinion shall not be binding or admissible in evidence in any action initiated by any private citizen.

C. Any advisory opinion prepared by the city attorney may be made public. However, the name of the person requesting the opinion and the names of all persons or business entities mentioned in the opinion and other such identifying criteria shall be deemed confidential information and shall not be disclosed by the city attorney unless the official or employee waives such confidentiality. (Prior code § 8A-6)

2.24.070 Penalties—Forfeited position—Exemptions—Injunction.

A. Any official or employee who willfully and knowingly violates any of the provisions of this chapter shall be guilty of a violation subject to punishment pursuant to Section 1.08.010.

B. Upon conviction for any violation of this chapter of any official or employee, such official or employee shall immediately forfeit his office or position.

C. The city council may elect not to prosecute an employee or official whose conduct is believed to constitute a violation of this chapter if it is determined that prosecution of the employee or official is not necessary in the public interest.

D. Any contract or transaction which was the subject of an official act or action of the city in which there is an interest prohibited by this chapter, or which involved the violation of a provision of this chapter, shall be voidable at the option of the city.

E. The city may, where a violation of the provisions of this chapter is threatened or has occurred, bring civil action or proceeding at law or in equity for a judgment enjoining any violation of the provisions of this chapter or requiring the relinquishment of any prohibited interest or the voiding of any such contract or transaction, taking into account the interests of the city and any third persons who may be injured thereby. Where it is determined that the public interest may best be served by not voiding a contract or transaction entered into in violation of this chapter, such contract or transaction may be enforced. An action or proceeding may be brought against any official or employee found in violation of provisions of this chapter for damages not to exceed twice the damages suffered by the city or twice the profit or gain realized by the official or employee, whichever is greater. (Prior code § 8A-7)

2.24.080 Distribution of code of ethics.

The city clerk shall cause a copy of this chapter to be distributed to every official and employee of the city within thirty days after its enactment. Each official and employee elected, appointed

or engaged thereafter shall be furnished a copy before entering upon the duties of his office or employment. (Prior code § 8A-8)

2.24.090 Application of state statutes.

A. Nothing in this chapter is intended to curtail, modify or otherwise circumvent the application of the Alaska Statutes to any conduct involving bribery or other offenses against public administration.

B. City "officers" as defined by Alaska Statutes Chapter 39.50 are exempt from making the financial disclosures required by that statute. (Prior code § 8A-9)

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2022.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

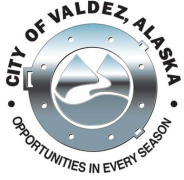
ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

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

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



Legislation Text

File #: RES 22-0041, **Version:** 1

ITEM TITLE:

#22-41 - Authorizing Lease Amendment No. 1 with Copper Valley Wireless a .5-Acre Portion of ASLS 87-18

SUBMITTED BY: Nicole LeRoy

FISCAL NOTES:

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

RECOMMENDATION:

Approve resolution #22-41 authorizing Lease Amendment No. 1 with Copper Valley Wireless a .5-Acre Portion of ASLS 87-18.

SUMMARY STATEMENT:

On July 15, 2012 the City of Valdez entered into a lease agreement with Copper Valley Wireless, Inc. for a portion of .5-acre portion of ASLS 87-18, expiring June 30, 2022 with three, five-year options to renew, per section 2.01 of the lease.

Copper Valley Wireless, Inc. has requested to continue to lease the property for an additional five-year term. The use of property will continue to be for operations associated with the existing communications building and tower.

Copper Valley Wireless leases this property for fair rental value, 10% of appraised value annually. The property was last appraised in 2019, and was valued at \$10,000.00. Copper Valley Wireless, Inc. pays \$1,000.00 annually for use of this property.

In addition to extending the term by utilizing extension option one of three options to renew, the approval of this lease amendment will also authorize changes to section 10 of the lease regarding insurance, repealing and replacing the language of section 10 in its entirety with the insurance language in the attached document. Staff has worked with our insurance providers and Legal Department to determine best practice for insurance requirements for lease agreements. We are updating insurance language in existing lease agreements accordingly as they come up for renewal. Copper Valley Wireless is amenable to this change, and the city attorney has determined their insurance policy is compliant with the updated language.

Another amendment to be authorized by this resolution is the addition of language in section 9 of the lease to add section 9.02 (see attached language.) Legal has advised us that the addition of this contractual waiver of subrogation meets the insurance requirements to adequately protect the city.

Pending Council approval of this resolution, staff will work with the city attorney and Copper Valley Wireless, Inc. to execute lease amendment #1 to their lease, extending the term for an additional five -year period, and amending the insurance sections described above. All other terms and conditions of the agreement will remain the same.

CITY OF VALDEZ, ALASKA

RESOLUTION #22-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING LEASE AMENDMENT #1 WITH COPPER VALLEY WIRELESS, INC. FOR A .5 ACRE PORTION OF ASLS 87-18

WHEREAS, the City of Valdez entered into a Lease Agreement commencing July 15, 2012 with Copper Valley Wireless for a .5 Acre Portion of ASLS 87-18, expiring June 30, 2022 with three five-year options to renew; and

WHEREAS, Copper Valley Wireless, Inc. requested to utilize option one of their renewal options, amending the term from July 1, 2022 through June 30, 2027; and

WHEREAS, the City of Valdez is working on updating insurance language in lease agreements to the best practice standard established by our Legal Department as leases come up for renewal; and

WHEREAS, Copper Valley Wireless, Inc. is amenable to amending the insurance requirements in their lease; and

WHEREAS, Copper Valley Wireless, Inc. has demonstrated adequate insurance coverage to meet the requirements of the amendment.

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

Section 1. The City Council of the City of Valdez, Alaska authorizes lease Amendment No.1 with Copper Valley Wireless, Inc. for a .5 Acre Portion of ASLS 87-18

Section 2. This lease amendment shall amend this lease to extend the term for five additional years, commencing July 1, 2022 and terminating on June 30, 2027 with two, five-year options to renew remaining.

Section 3. Section 10 of the Lease is repealed and replaced in its entirety with the following language:

“10.01. Insurance Requirement. LESSEE shall, at its own expense, purchase, maintain and otherwise keep in force the following insurance for the duration of this Agreement. LESSOR shall be notified no fewer than thirty (30) days prior to any termination, cancellation, or any other material change in such insurance. LESSEE shall provide LESSOR the insurance policy including all endorsements prior to the commencement of any activity undertaken in connection with this Lease.

General Liability: Covering LESSEE and LESSOR for any and all claims for personal injury, bodily injury (including death) and property damage (including environmental degradation or contamination) arising from any activity occurring as a result of this Lease.

Minimum limits: \$1,000,000 Each Occurrence
 \$100,000 Damage to Rented Premises
 \$5,000 Medical Payments
 \$1,000,000 Personal & Adv Injury
 \$2,000,000 General Aggregate
 \$2,000,000 Products and Completed Operations Aggregate

The City of Valdez shall be included as an Additional Insured.

Auto Liability (if applicable): LESSEE shall maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

Minimum Limits: \$1,000,000 Combined single limit each accident

The City of Valdez shall be included as an Additional Insured.

Workers' Compensation: LESSEE shall maintain Workers' Compensation and Employer's Liability Insurance.

Minimum Limits: 1. Workers' compensation – statutory limit
 2. Employer's liability:
 \$100,000 bodily injury for each accident
 \$100,000 bodily injury by disease for each employee
 \$500,000 bodily injury disease policy limit."

Section 4. Section 9 of the Lease is amended to include additional section 9.02:

"9.02 Waiver of Subrogation. For the purpose of waiver of subrogation, LESSEE releases and waives all rights to claim or recover damages, costs or expenses against LESSOR for any casualty of any type whatsoever in, on or about the Premises if the amount of such damage, cost or expense has been paid to such damaged party under the terms of any policy of insurance required herein."

Section 6. All other terms and conditions of said Lease shall remain in full force and effect. This resolution shall be in effect immediately upon approval.

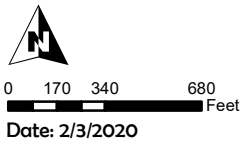
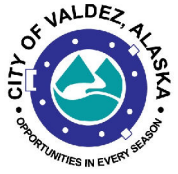
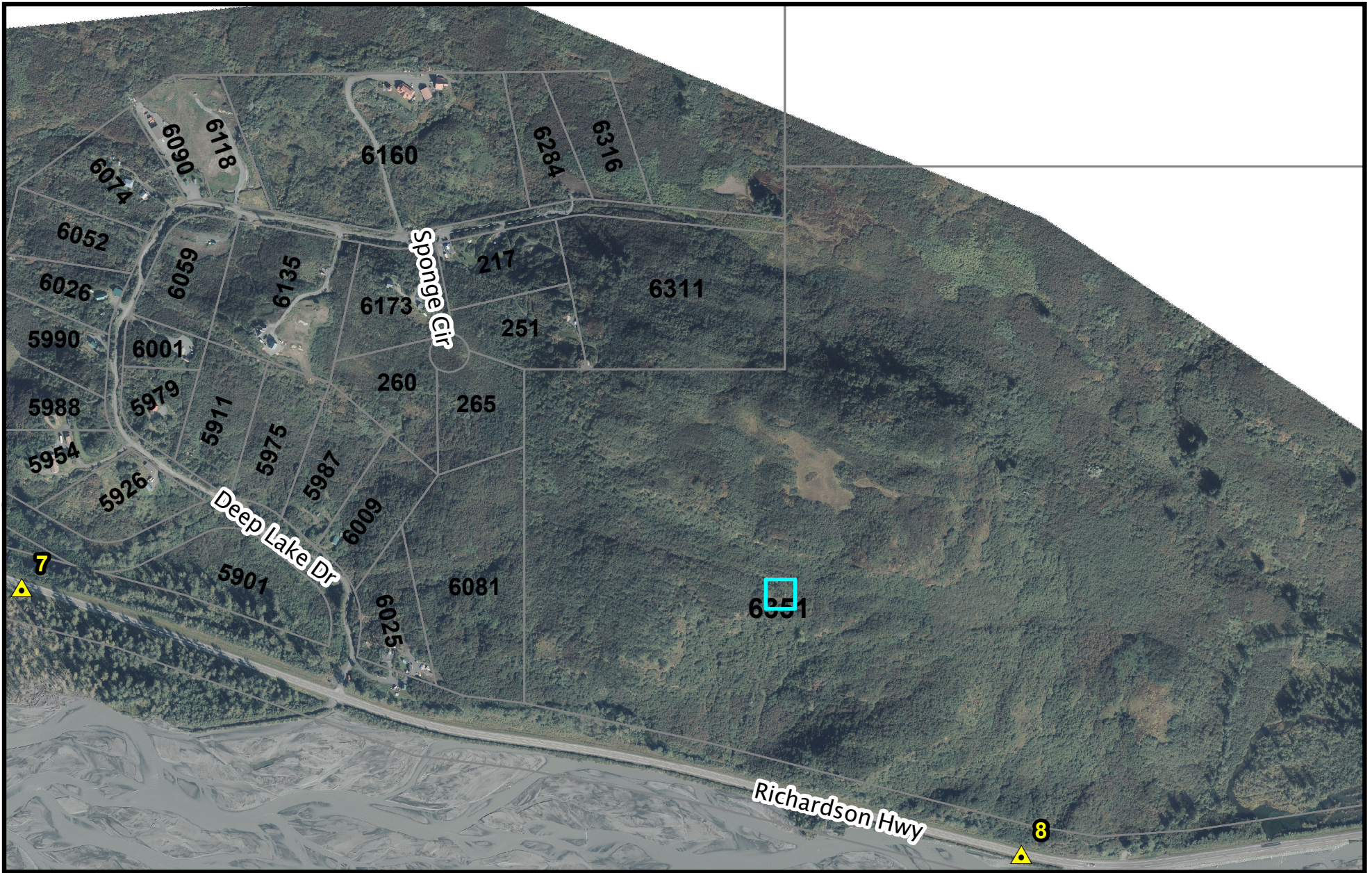
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 5th day of July, 2022.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Information displayed is for informational purposes only. The City of Valdez makes no warranties, expressed or implied as to the veracity or accuracy of the information herein.

COPPER VALLEY LEASE ASLS 87-18

Nicole LeRoy

From: Kelly Brown <KBrown@cvtc.org>
Sent: Wednesday, June 15, 2022 10:25 AM
To: Nicole LeRoy
Cc: Kate Huber
Subject: RE: Cert No. 68738767 - Certificate of Liability: Copper Valley Telephone Cooperative, Inc. - City of Valdez - CEDD

Nicole, the insurance agent should have sent a CoL today.

Please use this email as Copper Valley Telecom's written request to extend our lease agreement for the 7-mile site with the City of Valdez.

Please let me know if you need anything further from me for this to happen.

~Thank You~

KELLY BROWN

Purchasing and Facilities Manager

(907) 835-7738

LAND LEASE

THIS LEASE is made this 10TH day of September, 2012, between the **CITY OF VALDEZ**, a municipal corporation organized under the laws of the State of Alaska, whose address is P.O. Box 307, Valdez, Alaska 99686 hereinafter referred to as "LESSOR", and **COPPER VALLEY WIRELESS, INC.** (a corporation), P.O. Box 3329, Valdez, Alaska 99686 hereinafter referred to as "LESSEE".

LESSOR and LESSEE agree as follows:

I – PROPERTY

1.01. Property. LESSOR leases to LESSEE and LESSEE leases from LESSOR the property outlined in map in Exhibit "A" attached hereto, it being described as:

**ASLS 87-18, 0.50 Acres (21,780 Square Feet)
(See Exhibit A)**

(hereinafter referred to as the "Property"), for the term, the rent, and subject to the covenants and conditions hereinafter provided.

1.02. Quiet Enjoyment, Restrictions, Easements, Etc. LESSOR covenants and agrees that LESSEE, upon paying the rent and other charges herein provided for and observing and keeping the covenants, conditions and terms of this Lease on LESSEE's part to be kept or performed, shall lawfully and quietly hold, occupy and enjoy the Property during the term of this Lease without hindrance or molestation, subject, however, to the rights and reservations expressed in the U. S. Patent to the Property, the State of Alaska Patent to the Property, existing easements for roads, gas, electric, water, sewer and other utility lines, restrictions of record and to encroachments ascertained by physical inspection of the Property.

1.03. Property Accepted "As Is". LESSEE acknowledges that it has inspected the Property and accepts the same "as is" and without reliance on any representations or warranties of LESSOR, its agents, servants, or employees, as to the physical condition of the Property, including, but not limited to, subsurface and soil conditions, or as to its fitness or habitability or for any particular purpose, or otherwise.

1.04. No Subsurface Rights. This Lease confers no mineral rights or rights with regard to the subsurface of the land below the level necessary for the use of the Property as stated in this Lease. LESSOR makes no warranty or representation, as whether the Property is open or closed to mineral claims or leases under state or federal law.

1.05 Appraisal. An appraisal is required.

1.06 Survey. A survey will not be required because it is already a platted parcel.

II - TERM

2.01. Lease Term. The term of this Lease shall be ten (10) years, commencing **on July 15, 2012, and ending on the last day of June 30, 2022.** There will be Three (5) five year renewal options through 2037.

2.02 Preference Rights to Re-Lease. LESSEE shall upon expiration of this lease be allowed a preference right to re-lease the Property if all of the other factors are substantially equivalent and; provided the LESSEE is not in breach or default of any of the terms or conditions of the Lease, unless it shall be determined by LESSOR that the renewal of such lease is not in the best interests of LESSOR.

2.03. Application to Re-lease. If, at the expiration of this Lease, the LESSEE desires to re-lease the Property, LESSEE shall, not sooner than ninety calendar days and not later than sixty calendar days prior to the expiration, make application to re-lease the Property. The re-lease application shall certify the character and value of all improvements placed by LESSEE on the Property, the purpose and lengths for which the re-lease is desired, and any other information that LESSOR may require. Applications to re-lease shall be submitted to the same application review as new applications for lease, pursuant to Sec. 14.04 of the Valdez Municipal Code as may be amended from time to time.

2.04. Hold-Over. If LESSEE shall holdover after the expiration of the term of this Lease such tenancy shall be from month to month, subject to all the terms, covenants and conditions of this Lease.

2.05. Surrender of Possession. Upon expiration of the term of this Lease, whether by lapse of time or otherwise, LESSEE shall promptly and peaceably surrender the Property, and all buildings and improvements thereon, except as provided in Article XVII of this Lease, and LESSEE agrees to execute, acknowledge and deliver to LESSOR a proper instrument in writing, releasing and quitclaiming to LESSOR all right, title and interest of LESSEE in and to the Property and all such improvements thereon.

III - RENT, TAXES, ASSESSMENTS AND UTILITIES

3.01. Rent. The LESSEE agrees to pay to LESSOR an annual rent of ten percent (10%) of the **fair market appraised value of the property, which is determined to be Ten Thousand Dollars (\$10,000). Ten percent (10%) of this value is \$1,000.** An annual payment shall be made not later than the first day of July. Rent for any partial year shall be prorated at the rate of 1/12th of the annual rent per month or portion thereof. Rent shall be payable at the office of the City of Valdez, P. O. Box 307, Valdez, Alaska, 99686, or at such other place as LESSOR may designate in writing. Delinquent rent shall bear interest at the maximum rate of interest allowed per annum.

3.02 Adjustment of Rent. The Property will be reappraised and the annual rent accordingly adjusted every five (5) years during the term of this Lease. Such appraisal will be based on the value of the property and original improvements (to the degree they remain in place) at the time the lease went into effect. The appraisal shall not include the value of buildings or improvements placed on the Property by LESSEE. The appraised value of the Property for the purposes of determining the annual rental shall be by an appraisal done by a State of Alaska licensed appraiser. In no event, however, shall the annual rent be less than the original annual rent set forth in paragraph 3.01. Nothing in this paragraph shall prevent the annual reassessment of the leased premises for tax purposes to determine its true value as provided by law.

3.03. LESSEE to Pay Taxes. LESSEE agrees to pay prior to delinquency and directly to the taxing authorities in which the Property is located all real property taxes levied or assessed upon or against the Property and improvements thereon during the term of this Lease. LESSEE further agrees to pay prior to delinquency and directly to the taxing authorities in which the Property is located all personal property taxes on personal property situated on the Property and placed thereon by LESSEE, its agents, authorized representatives, or employees. LESSEE further agrees to pay prior to delinquency any other taxes for which it may be liable. LESSEE shall, within thirty (30) days after any such tax, assessment or other charge, whether or not constituting a lien on the Property, shall become due and payable, produce and exhibit to LESSOR satisfactory evidence or payment thereof.

3.04. LESSEE to Pay Assessments. LESSEE during the term of this Lease agrees to pay directly to the public authorities charged with collection thereof any and all assessments levied on the Property for any part or all of the costs of any public work or improvement assessed according to benefit found by the levying authority to accrue therefrom to the Property, provided, however, that if an option is given to pay such assessment(s) in installments, LESSEE may elect to pay the same in installments, and in such case LESSEE shall be liable only for such installments as shall accrue during the term of this Lease. LESSOR warrants and represents that there are currently no outstanding assessments levied on the Property for any part or all of the cost of any public work or improvement constructed by LESSOR.

3.05. Proration of Taxes and Assessments. If LESSEE's obligation to pay taxes or assessments commences or ends during a tax year, such obligation shall be prorated between LESSOR and LESSEE.

3.06. Contest. LESSEE shall have the right to contest any taxes or assessments, which LESSEE is obligated to pay under paragraphs 3.03 or 3.04 of this Lease. Such proceedings shall, if instituted, be conducted promptly at LESSEE's own expense and free from all expense to LESSOR. Before instituting any such proceedings, LESSEE shall pay under protest any such taxes or assessments, or shall furnish to LESSOR a surety bond written by a company acceptable to LESSOR or other security acceptable to LESSOR, sufficient to cover the amount of such taxes or assessments, with interest for the period which such proceedings may reasonably be expected to take, and costs, securing the payment of such taxes or assessments, interest and costs in connection therewith when finally determined. Notwithstanding the furnishing of any such bond or security, LESSEE shall pay

any such taxes or assessments at least thirty (30) days before the time when the Property or any part thereof, might be forfeited. The proceedings referred to in this paragraph 3.06 shall include appropriate appeals from any order or judgments therein, but all such proceedings shall be begun as soon as reasonably possible after the imposition or assessment of any such taxes or assessments and shall be prosecuted to final adjudication promptly. In the event of any reduction, cancellation or discharge, LESSEE shall pay the amount that shall be finally levied or assessed against the Property or adjudicated to be due and payable, and, if there shall be any refund payable by the governmental authority with respect thereto, LESSEE shall be entitled to receive and retain the same, subject, however, to apportionment as provided in paragraph 3.05 of this Lease. LESSOR, at LESSOR's option, may, but shall not be obligated to, at LESSOR's own expense contest any such taxes or assessments, which shall not be contested as set forth above, and, unless LESSEE shall promptly join with LESSOR in such contest and pay all costs and attorneys fees of LESSOR therein, LESSOR shall be entitled to receive and retain any refund payable by any governmental authority with respect thereof.

3.07. LESSEE to Pay Utility Charges. LESSEE shall pay or cause to be paid all charges for gas, oil, electricity, water, sewer, heat, snow removal, refuse removal and any and all other utilities or services used upon the Property throughout the term of this Lease, including any connection fees, for operations and maintenance associated with infrastructure and equipment owned by the LESSEE. Utility charges associated with the operations and maintenance of public equipment shall be paid for by the responsible public agency.

3.08. Additional Rent and LESSOR's Right to Cure LESSEE's Default. All costs and expenses which LESSEE assumes or agrees to pay pursuant to this Lease shall, at LESSOR's election, be treated as additional rent, and, in the event of nonpayment, LESSOR shall have all rights and remedies provided in this Lease in the case of nonpayment of rent or of a breach of condition, at LESSOR's election. If LESSEE shall default in making any payment required to be made by LESSEE or shall default in performance of any term, covenant or condition of this Lease on the part of LESSEE to be kept, performed or observed which shall involve the expenditure of money by LESSEE, LESSOR at LESSOR's option may, but shall not be obligated to, make such payment, or, on behalf of LESSEE, expend such sum as may be necessary to keep, perform or observe such term, covenant or condition, and any and all sums so expended by LESSOR, with interest thereon at the maximum allowable rate of interest per year from the date of such expenditure until repaid, shall be, and shall be deemed to be, additional rent and shall be repaid by LESSEE to LESSOR, on demand, provided, however, that no such payment or expenditure by LESSOR shall be deemed a waiver of LESSEE's default, nor shall it affect any remedy of LESSOR by reason of such default.

IV - USE

4.01. Use. LESSEE acknowledges that the Property is being leased for operations associated with the existing communications building and tower and that the property will be used for those purposes only. LESSEE agrees to maintain and operate the property and infrastructure (both current and new or improved) in a manner that allows for public uses including, but not limited to, the continued operation of the Alaska Rural Communication

Service (ARCS) TV system and the future operation of the Alaska Land Mobile Radio (ALMR) system. Public use of the site for these purposes will be at no cost (beyond operations and maintenance) to the City or other public entity. LESSEE shall not conduct any illegal activities on the Property or maintain any nuisances on the Property. The LESSEE shall not be responsible for the operation or maintenance of the ARCS TV system or the ALMR system.

V – IMPROVEMENTS

5.01. Notice of Construction. **No improvements may be made to the property without first obtaining the appropriate local, state and federal permits.** After obtaining the appropriate permits, LESSEE shall give LESSOR no less than five (5) days written notice prior to the commencement of any construction, alteration or repair of any improvements constructed or made by LESSEE on the Property so that LESSOR may, if it so elects, give notice of nonresponsibility pursuant to AS 34.35, as enacted or hereafter amended.

5.02. Development Requirements. LESSEE shall develop the area by installing the necessary improvements to the existing building and tower. LESSEE agrees to develop the property and infrastructure (both current and new or improved) in a manner that allows for public uses including, but not limited to, the continued operation of the Alaska Rural Communication Service (ARCS) TV system and the future operation of the Alaska Land Mobile Radio (ALMR) system. Public use of the site for these purposes will be at no cost (beyond operations and maintenance) to the City or other public entity. Any development, intent to develop or use of the Property by LESSEE that is not in concert with the use of the Property as outlined in Section 4.01 must be approved by the LESSOR and may constitute grounds for termination of this Lease, or cause a new lease to be negotiated between LESSEE and LESSOR. If the LESSEE constructs a tower and building it will be designed and constructed to support its present and future operations as well as the current ARCS TV system and the proposed ALMR system. If in the future the LESSOR wants to expand its operation beyond that that has been previously agreed to, the LESSOR shall be responsible for any and all cost associated with upgrading the improvements to support its future use.

5.03. LESSEE'S Ownership of Buildings and Improvements. It is expressly understood and agreed that any and all buildings and improvements of any nature whatsoever constructed or maintained on the Property by LESSEE shall be and remain the property of LESSEE and may be removed or replaced by LESSEE at any time during the term of this Lease, subject, however, to paragraph 17.01 of this lease.

5.04 Construction Prerequisites. No construction shall be commenced unless the following events have occurred:

- (a) LESSEE shall furnish to LESSOR certificates of insurance in the amounts and for the purposes specified in Article X.
- (b) LESSEE shall from time to time deliver to LESSOR satisfactory proof that

worker's compensation insurance has been procured to cover all persons employed in connection with the construction. Notice of any deficiency in this area to LESSEE will be cured immediately and no work will be performed on the project until the LESSOR has satisfactory proof that proper worker's compensation insurance is in place.

(c) LESSEE shall obtain all necessary city, state, federal or other required building permits.

VI - TRADE FIXTURES

6.01. LESSEE's Ownership of Trade Fixtures, Machinery and Equipment. It is expressly understood and agreed that any and all trade fixtures (including electrical fixtures), machinery, equipment of any nature whatsoever and other personal property of LESSEE at any time placed or maintained upon the Property by LESSEE shall be and remain property of the LESSEE and may be removed or replaced at any time during the term of this Lease.

VII - ASSIGNMENT AND SUBLETTING

7.01. Assignment Without Consent Generally Prohibited. LESSEE shall not voluntarily assign or encumber its interest in this Lease or in the Property, or sublet all or any part of the Property, or allow any other person or entity (except LESSEE's authorized representatives) to occupy or use all or any part of the Property without first obtaining LESSOR's consent. Any assignment, encumbrance or sublease without LESSOR's consent shall be voidable and, at LESSOR's election, shall constitute default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph. If LESSEE is a partnership, a withdrawal or change, voluntary, involuntary or by operation of law, of any partner or partners owning fifty percent (50%) or more of the partnership, or the dissolution of the partnership, shall be deemed a voluntary assignment. If LESSEE is a corporation, any dissolution, merger, consolidation or other reorganization of LESSEE, or the sale or other transfer of a controlling percentage of the capital stock of LESSEE, or the sale of fifty-one percent (51%) of the value of the assets of LESSEE, shall be deemed a voluntary assignment. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least fifty-one percent (51%) of the total combined voting power of all classes of LESSEE's capital stock issued, outstanding and entitled to vote for the election of directors. As to a corporation the stock of which is traded through an exchange or over the counter, a sale or other transfer of a controlling percentage of the capital stock of such a LESSEE corporation will not be deemed to be a voluntary assignment. Any assignment affected pursuant to this paragraph 7.01 shall require the assignee to assume the Lessee's obligations hereunder. LESSEE shall promptly deliver to LESSOR a copy of any assignment instrument. Any assignment shall not release the Lessee from liability hereunder.

7.02. Assignment of Rents to LESSOR. LESSEE immediately and irrevocably assigns to LESSOR, as security for LESSEE's obligations under this Lease, all rent from any subletting of all or a part of the Property as permitted by this Lease, and LESSOR, as assignee and attorney-in-fact for

LESSEE or a receiver for LESSEE appointed on LESSOR's application, may collect such rent and apply it toward LESSEE's obligations under this Lease, except that, until the occurrence of an act of default by LESSEE, LESSEE shall have the right to collect such rent.

7.03. Costs of LESSOR's Consent to Be Borne by LESSEE. LESSEE agrees to pay to LESSOR, on demand, reasonable costs, including attorney's fees, incurred by LESSOR in connection with any request by LESSEE for LESSOR to consent to any assignment or subletting by LESSEE.

VIII - LIENS

8.01. Prohibition of Liens. LESSEE shall not suffer or permit any liens, including without limitation, mechanic's or materialman's liens, to be recorded against the Property. If any such liens shall be recorded against the Property, LESSEE shall cause the same to be removed, or, in the alternative, if LESSEE in good faith desires to contest the same, LESSEE shall be privileged to do so, but in such case LESSEE hereby agrees to indemnify and save LESSOR harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure of such liens, cause the same to be discharged and removed prior to any attempt at execution of such judgment. Nothing contained in this Lease shall be construed to be a waiver of the provisions of A.S 09.38.015(c), as may be amended from time to time.

IX - INDEMNITY

9.01. Indemnity. Except for claims arising solely out of acts or omissions of LESSOR, its agents, authorized representatives, employees or contractors, LESSEE agrees to protect, defend, indemnify and hold LESSOR harmless from and against any and all liability arising from acts or omissions of any person and of any nature whatsoever occurring on or relating to the Property, causing injury to, or death of persons, or loss of, or damage to, property, and from any expense, including attorneys fees, incident to the defense of and by LESSOR therefrom. If any action or proceeding is brought against LESSOR by reason of any such occurrences, LESSOR shall promptly notify LESSEE in writing of such action or proceeding.

X - INSURANCE

10.01. Liability Insurance. LESSEE, during the term of this Lease, shall carry at its expense comprehensive general liability insurance covering the Property in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit to protect against liability for personal injury, death or property damage which might arise from the construction occupancy or use of the Property and the operations conducted on it. Said insurance shall insure performance by LESSEE of the indemnity provisions of paragraph 9.01. LESSOR may increase the amount of insurance required at five (5) year intervals. LESSOR agrees that any such increase shall be reasonable.

10.02. Named Insured, Notice to LESSOR, and Waiver of Subrogation. All insurance policies required to be maintained by LESSEE under paragraph 10.01 shall name LESSOR, and its

officers, employees and agents, as additional insured. All policies issued under paragraph 10.01 shall contain an agreement by the insurers that such policies shall not be canceled without at least twenty (20) days' prior written notice to LESSOR, and certificates or copies of all such insurance policies shall be furnished to LESSOR promptly after the issuance thereof. All policies issued under paragraph 10.01 shall contain a waiver of any subrogation rights any insurer might have against LESSOR.

10.03. Fire and Extended Coverage Insurance. LESSEE may at its own expense and in its own name obtain insurance against loss or damage by fire and such other risks as it determines to cover equipment, inventory, fixtures, personal property and by LESSEE subsequent to LESSEE's taking possession of the Property under this Lease.

XI - CARE OF PROPERTY

11.01. Care of the Property. LESSEE at its own cost and expense shall keep the Property and all buildings and improvements, which at any time may be situated, thereon in good condition and repair during the term of this Lease, ordinary wear and tear excepted. The Property shall always be kept by LESSEE neat, clean and free of litter. Vehicles, equipment, supplies, materials or other items of personal property shall be stored on the property in a neat, orderly, and safe manner. LESSOR reserves the right to cause LESSEE to change the manner of storage if potential for hazard or public nuisance is found. Nothing in this subsection shall prevent the temporary placement of building materials and equipment necessary for the construction of the structures identified in the Lease in the areas where the structures are to be constructed, nor shall this section be applicable to general parking for guests and employees.

11.02 Restoration or Removal of Damaged Buildings and Improvements. In the event any buildings or improvements situated on the Property by LESSEE are damaged or destroyed by fire or other casualty, LESSEE shall at LESSEE'S expense restore the same to good and tenantable conditions or shall remove the same as soon as is reasonably possible, but in no event shall the period of restoration exceed eighteen (18) months nor shall the period of removal exceed forty-five (45) days.

11.03. Access Rights of LESSOR. LESSOR, its agents, authorized representatives or employees, shall have the right to enter into and upon the Property and all buildings or improvements situated thereon upon 24 hour notice to LESSEE and during normal business hours (defined as 9:00 a.m. to 5:00 p.m. Monday through Friday except for holidays as defined in paragraph 15.05 of this Lease) for the purpose of inspecting the Property and all buildings or improvements situated thereon for compliance with the terms of this Lease. LESSOR or other responsible public agency shall have the right to enter upon the premises at any time for the purposes of operations and maintenance to equipment upon 24 hour notification to the LESSEE.

11.04. Nuisances Prohibited. LESSEE shall immediately remove from the Property any abandoned or junk vehicles, improvements, equipment, machinery or fixtures. LESSEE shall not permit any nuisance or public nuisance to exist or to be created or maintained on the Property.

LESSEE agrees that any nuisance or public nuisance as defined by the Valdez City Code, or any other code or regulations incorporated therein or otherwise adopted by ordinance or resolution of the City of Valdez, may, after five (5) days written notice to LESSEE, be removed by LESSOR without LESSEE's further permission, with use of force if necessary, and without incurring any civil or criminal liability therefor, all the costs of such removal to be paid by LESSEE to LESSOR as additional rent under the terms of this Lease. This paragraph shall not be construed as any limitation on any other legal rights or remedies available to the City of Valdez to abate any nuisance or to prosecute any violation of the Valdez City Code.

XII - LAWS

12.01. Compliance with Laws. LESSEE shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now or hereafter in any manner affecting LESSEE's activities on the Property or any buildings or other improvements which may be situated thereon, whether or not any such laws, ordinances or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same.

XIII - CONDEMNATION

13.01. Condemnation. In the event the Property, or any part thereof or interest therein, shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of LESSOR and LESSEE in the award or consideration for such transfer and the effect of the taking or transfer upon this Lease shall be as provided in this Paragraph 13.

13.02. Total Taking. If all of the Property is taken or so transferred, this Lease and all the right, title and interest thereunder of LESSEE shall cease on the date title to the Property vests in the condemning authority. Subject to the removal provisions in Article XVII if applicable.

13.03. Partial Taking - Termination of Lease. In the event the taking or transfer of part of the Property leaves the remainder of the Property in such location, or in such form, shape or reduced size, or so inaccessible as to be not effectively and practicably usable in the opinion of LESSEE for the purpose of operation thereon of LESSEE's business, then this Lease and all of the right, title and interest thereunder of LESSEE shall cease on the date title to the Property vests in the condemning authority, and the condemning authority enters into possession. Subject to the removal provisions of Article XVII if applicable.

13.04. Partial Taking - Continuation of Lease. In the event the taking or transfer of a part of the Property leaves the remainder of the Property in such location and in such form, shape or size, or so accessible as to be effectively and practicably unusable in the opinion of LESSEE for the purpose of operation thereon of LESSEE's business, this Lease shall terminate and end as to the portion of the Property so taken or transferred as of the date title to such portion vests in the condemning authority and the condemning authority enters into possession, but shall continue in full

force and effect as to the portion of the Property not so taken or transferred. If there is a partial taking and this Lease is not terminated, then the annual rent payable under this Lease shall abate for the portion of the Property taken in the proportion that such portion bears to all of the Property.

13.05. Compensation. Compensation received or payable as a result of eminent domain proceedings or a transfer in lieu thereof shall belong to LESSOR, if such compensation be awarded or paid as compensation for diminution in value of the leasehold or of the fee, and LESSEE shall make no claim against LESSOR for damages for termination of the leasehold or interference with LESSEE's business unless LESSOR is the condemning authority or responsible for the condemnation. Compensation received or payable as a result of eminent domain proceedings or a transfer in lieu thereof shall belong to LESSEE, if such compensation be awarded or paid as compensation for LESSEE'S moving expenses, for interference with LESSEE'S business, and for damages relating to any trade fixtures, machinery or equipment owned the LESSEE. Upon award each party shall be responsible for a pro-rata share of the attorney's fees incurred in direct proportion to the total amount recovered for their respective losses.

XIV – DEFAULT

14.01. Default. Each of the following events shall be deemed an event of default by the LESSEE under this Lease and a breach of the terms, covenants and conditions of this Lease:

- (a) Failure to perform as required and when required any of the development requirements contained in paragraph 5.02 of this Lease.
- (b) A default in the payment of the rent and additional sums due under this Lease, or any part thereof, for a period of fifteen (15) days from the due date for the payment of such rent or additional sums.
- (c) A default in the performance of any other term, covenant or condition on the part of the LESSEE to be kept, performed or observed for a period of thirty (30) days after LESSOR gives to LESSEE a written notice specifying the particular default or defaults; provided, however, that any default on the part of LESSEE in the performance of work or acts required by him to be done, or conditions to be modified, shall be deemed to be cured if steps shall have been taken promptly by LESSEE to rectify the same and shall be prosecuted to completion with diligence and continuity.
- (d) The making by LESSEE of an assignment for the benefit of creditors, unless given written consent by LESSOR.
- (e) The appointment of a receiver by a court of competent jurisdiction for LESSEE's business.
- (f) The levy upon under execution or attachment by process of law of the leasehold

interest of LESSEE in the Property if not cured within thirty (30) days.

(g) The use of the Property or buildings and improvements thereon for purposes other than those enumerated herein, to which LESSOR has not given its written consent.

(h) The abandonment of the Property by LESSEE.

14.02. LESSOR's Remedies. In the event of any default by LESSEE as recited in paragraph 14.01 of this Lease, LESSOR shall have all of the below enumerated rights and remedies, all in addition to any rights and remedies that LESSOR may be given by statute, common law or otherwise. All rights of LESSOR shall be cumulative, and none shall exclude any other right or remedy. LESSOR's rights and remedies include the following:

(a) LESSOR may declare the term of this Lease ended by written notice to LESSEE. Upon termination of this Lease, LESSEE shall surrender possession and vacate the Property immediately, and deliver possession thereof to LESSOR, and LESSEE hereby grants to LESSOR full and free license to enter into and upon the Property in such event with or without process of law and to repossess LESSOR of the Property and to expel or remove LESSEE and any others who may be occupying or within the Property and to remove any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing LESSOR's right to rent or any other right given to LESSOR hereunder or by operation of law. Subject to LESSEE'S rights under article XVII.

(b) LESSOR may by written notice declare LESSEE's right to possession of the Property terminated without terminating this Lease. Upon such termination of LESSEE's right to possession, LESSOR shall have all the rights to repossess the Property and remove LESSEE and LESSEE's property that are enumerated in paragraph 14.02(a), subject to LESSEE'S rights under Article XVII. Should LESSOR elect to terminate LESSEE'S right to possession without terminating this Lease, LESSEE shall have the right to re-possession upon cure of the default or upon written waive by the LESSOR of the default claimed.

(c) LESSOR may relet the Property in whole or in part for any period equal to or greater or less than the remainder of the term of this Lease, for any sum which LESSOR may deem reasonable, except as provided in (e) of this paragraph, subject to the applicable sections of Chapter 4.08 of The Valdez Municipal Code and LESSEE'S rights under Article XVII. Any sums collected shall be credited to any indebtedness of LESSEE pursuant to the conditions described in 14.02 (e) (ii).

(d) LESSOR may collect any and all rents due or to become due from subtenants or other occupants of the Property. Any sums collected shall be credited to any indebtedness of LESSEE pursuant to the conditions described in 14.02 (e) (ii) with any excess amounts being paid to LESSEE.

(e) LESSOR may recover, whether this Lease be terminated or not, from LESSEE, damages provided for below consisting of items (i), and (ii), or, in lieu of (ii), item (iii);

(i) actual attorney's fees and other expenses incurred by LESSOR by reason of the breach or default by LESSEE; and

(ii) an amount equal to the amount of all rent and additional sums reserved under this Lease, less the net rent, if any, collected by LESSOR on reletting the Property and less any amounts recovered from the sale of attached personal property or improvements on the Property, which shall be due and payable by LESSEE to LESSOR on the several days on which the rent and additional sums reserved in this Lease would have become due and payable; that is to say, upon each of such days LESSEE shall pay to LESSOR the amount of deficiency then existing. Such net rent collected on reletting by LESSOR shall be computed by deducting from the gross rent collected all expenses incurred by LESSOR in connection with the reletting of the Property, or any part thereof, including broker's commission and the cost of removing any improvements made by LESSEE in order to return the property to its pre-rent condition, however, LESSOR must take diligent effort in reletting the Property to obtain a rental rate as close to or above that required of LESSEE under this Lease or else LESSOR will not have access to the remedy set out in this subparagraph 14.01(e)(ii); or

(iii) an amount to be due immediately on breach, equal to the difference between the rent and the fair and reasonable rental value of the Property for the same period. In the computation of such damages the difference between any installment of rent thereafter becoming due and the fair and reasonable value of the Property for the period for which such installment was payable shall be discounted to the date of such breach at the rate of eight percent (8%) per year.

(f) Reentry or reletting of the Property, or any part thereof, shall not be deemed a termination of this Lease, unless expressly declared to be so by LESSOR.

(g) If this Lease shall be deemed terminated, LESSEE's liabilities shall survive and LESSEE shall be liable for damages as provided in this paragraph 14.02.

XV - GENERAL PROVISIONS

15.01. Estoppel Certificates. Either party shall at any time and from time to time upon not less than thirty (30) days' prior written request by the other party, execute, acknowledge and deliver to such party, or to its designee, a statement in writing certifying that this Lease is unamended and in full force and effect (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments), that there are no defaults existing, (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.

15.02. Conditions and Covenants. All the provisions of this Lease shall be deemed as running with the land, and shall be construed to be "conditions" as well as "covenants", as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

15.03. No Waiver of Breach. No failure by either LESSOR or LESSEE to insist upon the strict performance by the other of any term, covenant or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such terms, covenants or conditions. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

15.04. Time of Essence. Time is of the essence of this Lease and of each provision.

15.05. Computation of Time. The time in which any act provided by this Lease is to be done is computed by excluding the first (1st) day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded. The term "holiday" shall mean all holidays as defined by the statutes of Alaska.

15.06. Successors in Interest. Each and all of the terms, covenants and conditions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of LESSOR and LESSEE.

15.07. Entire Agreement. This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement or promise made by any party which is not contained in this Lease shall be binding or valid.

15.08. Governing Law. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Alaska.

15.09. Partial Invalidity. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such provisions are considered by LESSEE to be integral to LESSEE's use of the Property for the purposes stated herein in which case LESSEE will have the authority to terminate this Lease upon thirty (30) days' written notice to LESSOR.

15.10. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between LESSOR and LESSEE; and neither the method of computation of rent, nor any other provision contained in this Lease nor any acts of the parties, shall be deemed to create any relationship between LESSOR and LESSEE other than the relationship of LESSOR and LESSEE.

15.11. Interpretation. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not for or against LESSOR or LESSEE as both LESSOR and LESSEE have had opportunity for the assistance of attorneys in drafting and reviewing this Lease.

15.12. Number and Gender. In this Lease, the neuter gender includes the masculine and the feminine, and the singular number includes the plural; the word "person" includes corporation, partnership, firm or association wherever the context so requires.

15.13. Mandatory and Permissive. "Shall", "will" and "agrees" are mandatory; "may" is permissive.

15.14. Captions. Captions of the paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

15.15. Amendment. This Lease is not subject to amendment except in writing executed by all parties hereto.

15.16. Delivery of Notices - Method and Time. All notices, demands or requests from one party to another shall be delivered in person or be sent by mail, certified or registered, postage prepaid, to the addresses stated in paragraph 15.17 and shall be deemed to have been given at the time of delivery or, if mailed, three (3) days after the date of mailing.

15.17. Notices. All notices, demands and requests from LESSEE to LESSOR shall be given to LESSOR at the following address:

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

All notices, demands or requests from LESSOR to LESSEE shall be given to LESSEE at the following address:

Copper Valley Wireless, Inc.
Attention: CEO/General Manager
P.O. Box 3329
Valdez, AK 99686

15.18. Change of Address or Agent. Each party shall have the right, from time to time, to designate a different address or different agent for service of process by notice given in conformity with paragraph 15.16.

15.19. Furnishing of Information. LESSEE shall provide LESSOR with copies of articles of incorporation and bylaws, partnership agreements, joint venture agreements or other documents which shall define the manner of organization and the ownership of any business or activities to be conducted upon the Property, together with all future amendments thereto. LESSEE and LESSEE'S assignee or sublessee shall also provide the same information regarding any assignee or sublessee of LESSEE.

15.20. Recordation. This Lease or a memorandum thereof may be recorded by LESSEE at LESSEE's expense with the Valdez Recorder's Office.

XVI - LESSOR'S LIEN

16.01. LESSOR's Lien and Security Interest. LESSOR shall have a lien on, and LESSEE hereby grants LESSOR a security interest on, improvements, equipment and fixtures, which are or may be put on the premises by LESSEE, to secure the payment of the rent and additional sums reserved under this Lease. If LESSEE shall default in the payment of such rent, LESSOR may, at its option, without notice or demand, take possession of and sell such property in accordance with the Uniform Commercial Code of Alaska. LESSOR shall apply the proceeds of sale as follows:

- (a) To the expense of sale, including all costs, fees and expenses of LESSOR and LESSOR's reasonable attorney's fees in connection with such sale;
- (b) To the payment of such rent; and
- (c) The surplus, if any, to LESSEE.

XVII - OWNERSHIP OF IMPROVEMENTS AND FIXTURES ON TERMINATION

17.01. LESSEE May Remove Improvements, Fixtures, Machinery and Equipment. Improvements, fixtures, machinery and equipment owned by LESSEE may be removed by LESSEE from the Property within sixty (60) days after the expiration or termination of this Lease; provided that such removal will not cause injury or damage to the Property, or if it does, LESSEE shall indemnify LESSOR for the full amount of such damage; and further provided that any improvements, fixtures, machinery or equipment left on the Property by LESSEE shall be in good, safe and tenantable or operable condition; and further provided that LESSEE shall not commit, create, leave or allow to exist on the Property any nuisance or public nuisance. The LESSOR may extend the time for such removal in case hardship is shown to LESSOR's satisfaction, provided application for extension has been made in writing and received by LESSOR within said sixty (60) day period.

17.02. Property Not Removed. Any property that the LESSEE does not want to remove and the LESSOR desires to purchase, the LESSEE and the LESSOR may negotiate a purchase price for the improvements.

XVIII - NONDISCRIMINATION

18.01. LESSEE Will Not Discriminate. LESSEE agrees that in its use and occupancy of the Property it will not, on the grounds of race, color, religion, national origin, ancestry, marital status, age, disability or sex, discriminate or permit discrimination against any prospective occupant, patron, customer, employee, applicant for employment or other person or group of persons in any manner prohibited by federal, state or local law or regulations promulgated thereunder.

XIX - HAZARDOUS MATERIALS

19.01 Condition of Property. LESSEE has had full opportunity to visually examine the Property for the presence of any Hazardous Material. LESSOR states that it is unaware of any current or past problems with the Property. LESSEE acknowledges that LESSOR, its agents, authorized representatives or employees have made no representations as to the physical conditions of the Property, including but not limited to the subsurface and soil conditions. LESSEE accepts the Property in an "as is" condition. LESSEE does not accept or assume responsibility or liability for pre-existing subsurface and/or soil conditions, including, but not limited to Hazardous Materials and/or Environmental contamination that is unknown and/or undisclosed to LESSEE at the time of execution of this Lease.

19.02 Release of LESSOR. Any other provision of this Lease to the contrary notwithstanding, LESSEE releases LESSOR from any and all claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (including, without limitation, a decrease in the value of the Property, damages due to loss or restriction of usable space, and attorneys' fees, court costs, litigation expenses, and consultant and expert fees) arising, during or after the term of this Lease, and resulting from LESSEE'S use, keeping, storage or disposal of Hazardous Material on the Property. This release includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision or by law, relating to LESSEE'S use, keeping, storage or disposal of Hazardous Materials on the Property.

19.03. Use of Hazardous Materials on the Property.

- (a) LESSEE shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by LESSEE or its authorized representatives or invitees, except for such Hazardous Material as is necessary or useful to LESSEE's use of the Property.
- (b) Any Hazardous Material permitted on the Property as provided in this paragraph, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all laws or regulations applicable to any such Hazardous Material.
- (c) LESSEE shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system or any body of water, if

such material (as reasonably determined by the LESSOR, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect (a) the health, welfare or safety of persons, whether located on the Property or elsewhere, or (b) the condition, use or enjoyment of the Property or any other real or personal property.

(d) LESSEE hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Material kept on the Property by the LESSEE, its authorized representatives and invitees, and the LESSEE shall give immediate notice to the LESSOR of any violation or potential violation of the provisions of subparagraphs 19.03 (a), (b) and (c).

19.04 Indemnification of Lessor. LESSEE agrees to forever protect, defend, indemnify and hold harmless LESSOR from and against any and all losses, claims, investigations, assertions, liens, demands and causes of action of every kind and character (including without limitation any assertions or claims made against LESSOR, LESSEE or third parties, by government agencies or third parties, alleging the release or threatened release of hazardous substances or environmental contamination of any kind on or in connection with the Property) and all costs thereof (including without limitation costs of removal action, remedial action, other "response costs" as that term is defined under applicable federal and state law, attorney's fees, penalties, damages, interest and administrative/court costs incurred by LESSOR in response to and defense of same) arising in favor of any party, including LESSOR, and arising from or connected with LESSEE'S activities under this LEASE or LESSEE'S use of or presence on the Property, whether such activities, use or presence are those of LESSEE or LESSEE'S agents, sub-contractors or other representatives. LESSEE acknowledges that this indemnification clause shall survive termination of this Lease, and that it applies regardless of the basis of liability alleged by or against any party, including strict liability under AS 46.03.822 or federal law. LESSEE'S obligations under this section may be discharged; however, by performance of whatever degree of site investigation for environmental contamination (in LESSOR'S sole discretion) is necessary to render the Property suitable for LESSOR to release LESSEE from these obligations, which release must be granted in writing by LESSOR.

19.05. Hazardous Material Defined. Hazardous Material/Substance is any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of Alaska, or the United States government. Hazardous Material includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal law, including without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder. "Hazardous Material" includes but is not restricted to asbestos, polychlorobiphenyls ("PCB's") and petroleum and petroleum products.

19.06. Liability for Releases. Liability of Releases/Threatened Releases of Hazardous Materials: LESSOR-LESSEE Relationship Confirmed LESSEE agrees that at all times while this Lease is in effect, for purposes of potential liability under AS 46.03.822:

- (1) LESSEE, not LESSOR, shall be deemed the owner of and person having control over any hazardous substances used by LESSEE or on the property for business reasons of LESSEE; and
- (2) LESSEE, not LESSOR, shall be deemed the owner of the possessory interest under this Lease, and the operator of the property as a facility under AS 46.03.822(a)(2); and
- (3) LESSEE, not LESSOR, shall be deemed the generator, transporter, or both, of any hazardous substances generated or transported by LESSEE in connection with the enjoyment of its rights under this Lease.

For purposes of this section, "LESSEE" shall include LESSEE's agents, employees, sub-contractors, subsidiaries, affiliates and representatives of any kind.

19.07 Compliance with Environmental Laws. Lessee covenants full compliance with any applicable federal, state or local environmental statute, regulation, or ordinance presently in effect or that may be amended or effective in the future, including without limitation:

AS 46.03.822

The Solid Waste Disposal Act, the Hazardous and Solid Waste Amendments of 1984, and the Federal Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. # 6901 et seq.

The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) and the Superfund Amendments and Reauthorization Act of 1986 (SARA), 42 U.S.C. # 8591 et seq.

The Hazardous Materials Transportation Act

The Clean Air Act, 41 U.S.C. # 7401-7626

The Federal Water Pollution Control Act, and the Federal Clean Water Act, 33 U.S.C. # 1257 et seq.

The Federal Insecticide, Fungicide and Rodenticide Act, and the Federal Pesticide Act of 1978, 7 U.S.C. Paragraph 13 et seq.

The Toxic Substances Control Act (TSCA), 15 U.S.C. # 2601 et seq.

The Safe Drinking Water Act, 15 U.S.C. # 300 et seq.

The Alaska Environmental Conservation Act, AS 46.03 et seq.

The Alaska Oil Pollution Control Act, AS 46.04 et seq.

The Alaska Oil & Hazardous Substance Release Act, AS 46.08 et seq.

The Alaska Hazardous Substance Release Control Act, AS 46.09 et seq.
Valdez City Code

The Coastal Zone Management Act and the Valdez CMP
MSHA and OSHA

At LESSOR's recommendation, LESSEE has investigated the Property for potential environmental contamination, which may have occurred before the date of this Lease; LESSEE accepts the Property in its current environmental condition. After such investigation, LESSEE agrees that the Property:

- (a) has not been subject to the use, generation, manufacture, storage, treatment, disposal, release or threatened release of hazardous substances.
- (b) has not been subject to any actual or threatened assertions, claims or litigation of any kind by government agencies or other persons relating to such matters.

LESSEE authorizes LESSOR to enter upon the Property to make such inspections and tests as LESSOR may deem appropriate to determine compliance with this Lease; any such investigations or tests shall be for LESSOR's purposes only, and shall not be construed to create any responsibility or liability on LESSOR's part to LESSEE or any person.

LESSEE hereby releases and freely waives any future claims against LESSOR for contribution or indemnity (whether under AS 46.03.822, other state law, or federal law) in the event LESSEE incurs or becomes liable for response costs, damages or costs of any kind because of the release, threatened release or presence of hazardous substances on or about the Property.

LESSEE specifically agrees to report all releases, threatened releases, discharges, spills or disposal of hazardous substances, in whatever quantity, immediately to the appropriate regulatory authorities and simultaneously to LESSOR, and to keep LESSOR fully informed of any communication between LESSEE and any person or agency concerning potential environmental contamination and hazardous substances.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the dates hereinbelow set forth.

LESSOR:

CITY OF VALDEZ

Date: 9/10/12

By: David C. Cobb

David C. Cobb, Mayor

Attest: Sheri L. Pierce
Sheri L. Pierce, MMC, City Clerk

LESSEE:

COPPER VALLEY WIRELESS, INC.

Date: 09/05/2012

By: David Dengel
David Dengel, CEO/GM

APPROVED AS TO FORM:

WALKER & RICHARDS, LLC
Attorneys for City of Valdez

By: William M. Walker
William M. Walker

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 5 day of September, 2012, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared David Denzel, known to me and to me known to be the individual named in and who executed the foregoing document, as his free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

Jolene Morgan
Notary Public in and for Alaska
My Commission Expires: 7/27/15

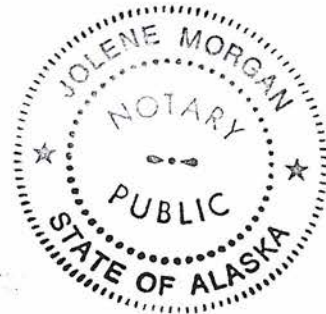
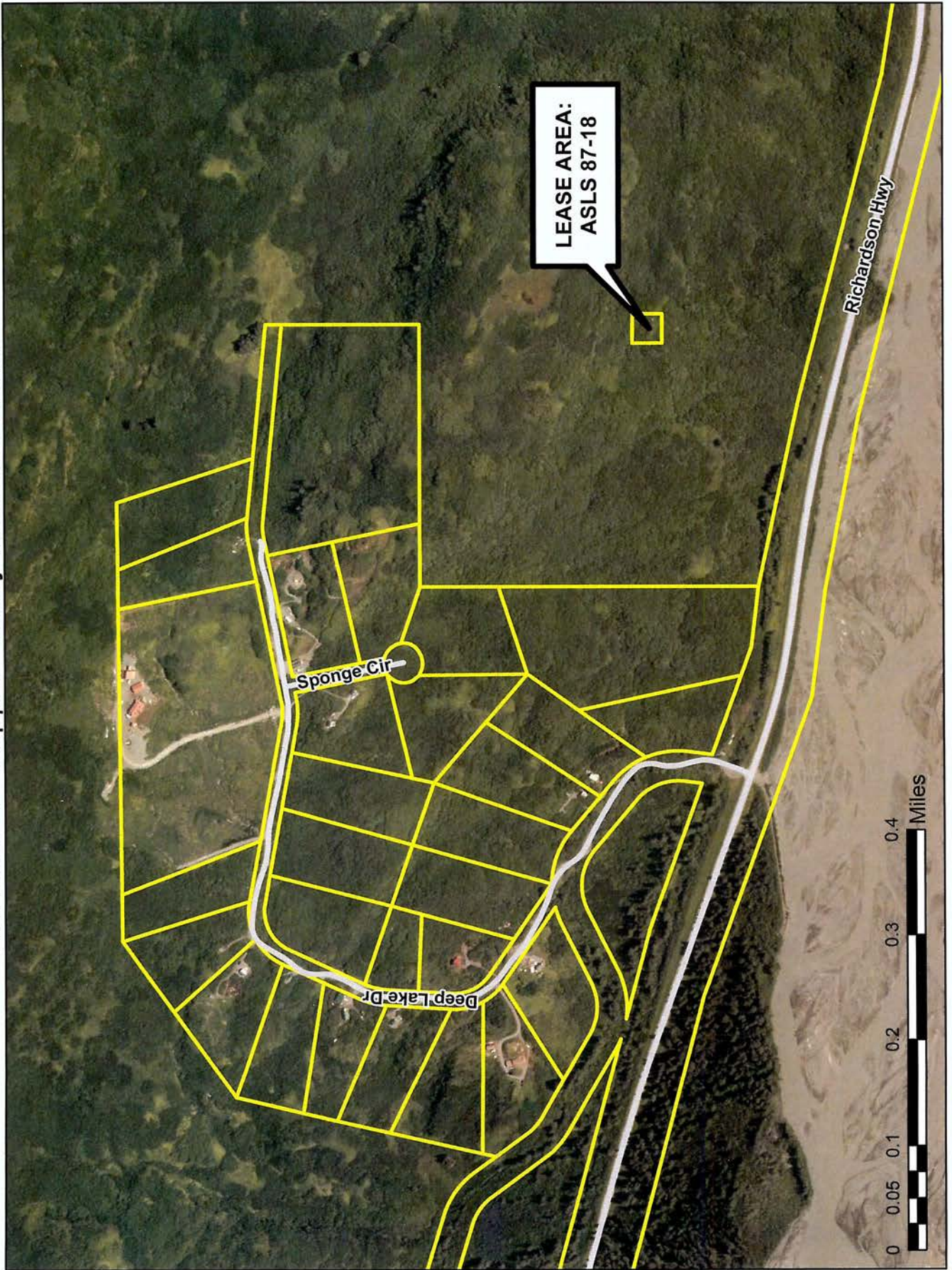
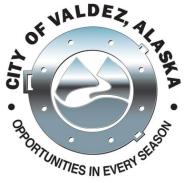


EXHIBIT A - Copper Valley Wireless Lease





Legislation Text

File #: RES 22-0042, **Version:** 1

ITEM TITLE:

#22-42 - Amending the 2022 City Budget by Transferring \$20,000 from Major Equipment Reserve to Sewer Department Contractual Services

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: \$20,000

Unencumbered Balance: \$37,768

Funding Source: Major Equipment Reserve

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

- Sewer Dredge was originally budgeted in Major Equipment for \$245,000
 - This represented Public Works estimates of “all-in” costs to bring the dredge online
 - This Budget Adjustment will bring the current “all-in” cost of bringing the dredge online to \$227,232 detailed as follows:
 - \$198,896 Purchase price
 - \$8,336 Parts & Supplies
 - \$20,000 Electrical Contractual Services

CITY OF VALDEZ, ALASKA
RESOLUTION #22-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2022 CITY BUDGET BY TRANSFERRING \$20,000 FROM MAJOR EQUIPMENT RESERVE TO SEWER DEPARTMENT CONTRACTUAL SERVICES

WHEREAS, Council has provided direction to management regarding approved Major Equipment purchases; and

WHEREAS, the Sewer Department will finalize installation and manage electrical contractual services of the previously approved and purchased Sewer Dredge; and

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

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

Section 1. Sewer department contractual services 403-7200-43400 is increased by \$20,000.

Section 2. Major Equipment Reserve 350-0400-58000 is decreased by \$20,000.

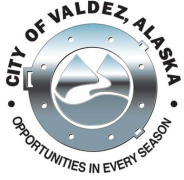
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 5th day of July, 2022.

City of Valdez, Alaska

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: RES 22-0043, **Version:** 1

ITEM TITLE:

#22-43 - Accepting the FFY21 Community Development Block Grant in the Amount of \$850,000 from the State of Alaska Department of Commerce, Community, and Economic Development and Approving it's Expenditure

SUBMITTED BY: Martha Barberio, Economic Development Director

FISCAL NOTES:

Expenditure Required: \$212,500
Unencumbered Balance: \$212,500
Funding Source: CDBG Grant and City match

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

- This resolution authorizes the acceptance of a \$850,000,000 Alaska Department of Commerce, Community & Economic Development Department's Grant for Community Development Block Grant for infrastructure for the Valdez Senior Living Apartments.Economic2020
- The resolution specifies a revenue account and a corresponding expense account
- The grant stipulates a \$212,500 (25%) match from the City of Valdez
- The match is specified in section three, which reallocates previously appropriated Law Enforcement department salaries and benefits to an "activity code", which is an accounting convention that enables the City to demonstrate satisfaction of the grant-match requirement

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 22-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, AMENDING THE 2022 BUDGET BY ACCEPTING THE STATE OF ALASKA DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AWARD IN THE AMOUNT OF \$850,000 FOR THE INFRASTRUCTURE IMPROVEMENTS SUPPORTING THE VALDEZ SENIOR LIVING APARTMENTS AND RE-ALLOCATING FUNDS FROM CAPITAL PROJECTS FUND PREVIOUSLY APPROPRIATED FOR THIS PROJECT

WHEREAS, the City of Valdez requested federal assistance via the State of Alaska to address the desperate need for senior housing by expanding water, sewer, electric and storm water drainage as well as sidewalks, curbs, streetlights and paving to the site of the Valdez Senior Living Apartments; and

WHEREAS, the City applied for, and was successful in being awarded grant funding in the amount of \$850,000; and

WHEREAS, the expenditures for this project have been previously appropriated and budgeted in full in the Capital Projects Fund in the amount of \$1,062,500; and

WHEREAS, with the grant award, the required City match for this project is reduced to \$212,500; and

WHEREAS, the 2022 Budget must be amended to accept these funds and whereas budget amendments must be formally approved via resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the 2022 City Budget is revised as follows:

Section 1: Account 310-5410-33439 CDBG Grant Revenue is increased by \$850,000.

Section 2: Account 310-1400-58000 STRE East Hanagita Realignment is reduced by \$1,062,500.

Section 3: Account 310-5410-49500 CDBG Grant Expense is increased by \$850,000.

Section 4: Account 310-5410-49510 CDBG Grant Match Expense is increased by \$212,500.

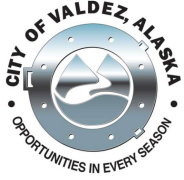
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, this 5th day of July, 2022.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 22-0370, **Version:** 1

ITEM TITLE:

City Manager's Report 7-5-2022

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and File.

SUMMARY STATEMENT:

Earmark for Sewer Force Main-Senator Murkowski's office confirmed that the City of Valdez request for funding of Sewer Force Main project has been placed forward to the Interior, Environmental and related agencies appropriations bill. The recommendation by the Senator is first hurdle in the appropriations process. Attached is the list of all appropriations put forth by the Senator's Office for such appropriations bill.

Project and Design List- Attached is PowerPoint related to projects being scheduled for construction this summer and proceeding with design this summer.

Physician Recruitment and Retention Program- Recent discussion at the Providence Community Advisory Council have occurred on Physician Recruitment and Retention. The City Council should consider adding this item to the Council strategic planning session.

LISA MURKOWSKI
ALASKA

COMMITTEES:
ENERGY AND NATURAL RESOURCES
APPROPRIATIONS
SUBCOMMITTEE ON INTERIOR,
ENVIRONMENT, AND RELATED AGENCIES
RANKING MEMBER
HEALTH, EDUCATION, LABOR,
AND PENSIONS
INDIAN AFFAIRS
VICE CHAIRMAN

United States Senate

WASHINGTON, DC 20510-0203
(202) 224-6665
(202) 224-5301 FAX

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ANCHORAGE, AK 99501-1956
(907) 271-3735

250 CUSHMAN STREET, SUITE 2D
FAIRBANKS, AK 99701
(907) 456-0233

800 GLACIER AVENUE, SUITE 101
JUNEAU, AK 99801
(907) 586-7277

44539 STERLING HIGHWAY, SUITE 203
SOLDOTNA, AK 99669
(907) 262-4220

1900 FIRST AVENUE, SUITE 225
KETCHIKAN, AK 99901-6059
(907) 225-6880

851 EAST WESTPOINT DRIVE, SUITE 307
WASILLA, AK 99654-7142
(907) 376-7665

May 27, 2022

The Honorable Jeff Merkley
Chairman
Subcommittee on Interior, Environment, and Related Agencies
Senate Committee on Appropriations
142 Dirksen Senate Office Building
Washington, D.C. 20510

Dear Chairman Merkley,

I certify that neither I nor my immediate family has a pecuniary interest in any of the congressionally directed spending items that I have requested in the Fiscal Year 2023 Interior, Environment, and Related Agencies appropriations bill, consistent with the requirements of paragraph 9 of Rule XLIV of the Standing Rules of the Senate.

Sincerely,



Lisa Murkowski
Ranking Member

**Murkowski, Lisa(R-AK) Interior and Environment
Congressionally Directed Spending Requests**

Recipient Name	Project Purpose	Project Location	Amount Requested (\$000)
Tagiugmiullu Nunamiullu Housing Authority	To replace self-contained residential sewage treatment plants with more robust conventional septic tanks in six villages (Anaktuvuk Pass, Point Lay, Atqasuk, Nuiqsut, Wainwright, Kaktovik) across the Arctic Slope region.	Anaktuvuk Pass, Point Lay, Atqasuk Nuiqsut, Wainwright, Kaktovik AK	\$1,200
Municipality of Anchorage	To provide for safe drinking water and the safe disposal of wastewater in Eagle River.	Anchorage AK	\$7,200
Municipality of Anchorage	To replace a failing culvert in Girdwood.	Anchorage AK	\$1,600
Municipality of Anchorage	To provide for the safe disposal of wastewater in Anchorage.	Anchorage AK	\$13,000
Municipality of Anchorage	To provide for the safe disposal of wastewater in Girdwood.	Anchorage AK	\$4,000
Municipality of Anchorage	The implement the Municipality of Anchorage's Community Wildfire Protection Plan.	Anchorage AK	\$4,000
Municipality of Anchorage	To provide for historic preservation of the first schoolhouse in Anchorage.	Anchorage AK	\$350
Metlakatla Indian Community	To conduct Paralytic Shellfish Poisoning in shellfish.	Annette Islands Reserve AK	\$234
City of Chefnak	To upgrade a landfill.	Chefnak AK	\$630
Chickaloon Native Village	To provide for safe drinking water in Chickaloon.	Chickaloon AK	\$250
Alaska Native Tribal Health Consortium	To provide for safe drinking water in Chignik.	Chignik AK	\$5,534
Alaska Huts Association	To construct a shelter hut in the Chugach National Forest.	Chugach National Forest AK	\$660
Chugach National Forest	To construct and improve recreational trails and access on the Iditarod National Historic Trail.	Chugach National Forest AK	\$4,953
Chugach National Forest	To construct backcountry, public use shelter huts along the Chugach National Forest's Glacier Discovery Trail.	Chugach National Forest AK	\$1,140
City of Craig	To upgrade Craig's wastewater treatment plant.	Craig AK	\$360
City of Craig	The purpose of this project is to replace existing wastewater lift stations in the Craig Wastewater Collection and Treatment System. Replacement of the aging stations will provide better reliability, better public health, better environmental controls, and better management of the system remotely.	Craig AK	\$760
Alaska Trails	For implementation of the 2022 Park Highway Planning & Environmental Linkages Study, including completing design for five stand-alone separated pathways between communities along the Parks Highway corridor between mileposts (MP) 203 and 259.	Denali Borough AK	\$4,830
Friends of S.S. Nenana	To complete restoration of the S.S. Nenana, a National Historic Landmark listed on the National Register of Historic Places.	Fairbanks AK	\$500
BLM Alaska	To construct trail improvements in the Crow Pass Trail portion of the Iditarod National Historic Trail.	Girdwood AK	\$1,500

Alaska Native Tribal Health Consortium	To provide for safe drinking water and disposal of wastewater in Grayling.	Grayling AK	\$2,259
Eldred Rock Lighthouse Preservation Association	The purpose of this historic preservation project is to rehabilitate the Eldred Rock Lighthouse's boathouse and boat tramway.	Haines AK	\$298
Alaska Electric & Energy Cooperative, Inc.	The provide for the installation of a combined heat and power project at the Kenai Peninsula Borough's Central Peninsula Landfill.	Homer AK	\$875
City of Homer	This project completes a comprehensive, overall plan for revitalization and initial cleanup of a brownfield site owned by the City of Homer for community benefit.	Homer AK	\$1,200
City of Hoonah	To fund the final phase of the City of Hoonah's new modern wastewater treatment plant and extend the sewer connection line from Hoonah's wastewater treatment plant to Icy Strait Point.	Hoonah AK	\$3,300
Hooper Bay	To complete construction of a trail.	Hooper Bay AK	\$350
City and Borough of Juneau	To design and construct a commercial-scale composting facility to serve Juneau residents and businesses.	Juneau AK	\$2,500
Yukon Koyukuk School District	The purpose of this project is to remediate contaminated soils at the Kaltag School campus.	Kaltag AK	\$500
City of Kenai	To provide for the safe disposal of wastewater in Kenai.	Kenai AK	\$2,900
Kenai Peninsula Borough	To implement the Kenai Peninsula Borough's community wildfire protection plan.	Kenai Peninsula AK	\$8,100
U.S. Fish and Wildlife	To mitigate wildfire threat to Kenai NWR and surrounding communities.	Kenai Peninsula Borough AK	\$2,950
Ketchikan Gateway Borough	Wastewater project to minimize process upsets, remove debris from the influent stream, and introduce improved, controlled disinfection processes on the effluent side to ensure that all marine discharges meet ADEC requirements.	Ketchikan AK	\$1,760
AK Department of Transportation & Public Facilities	To provide funding for the necessary pre-construction survey and design work in order to facilitate a surface transportation connection between King Cove and the Cold Bay Airport to facilitate access to medivacs and other services during inclement weather that prevents travel by air or boat to King Cove.	King Cove AK	\$5,000
Alaska Native Tribal Health Consortium	To construct a new landfill and close the existing site which does not meet state regulatory standards.	Kivalina AK	\$7,990
Island Trails Network	To recover ocean plastic from the Alaska marine environment, prevent entanglement and ingestion, restore critical habitats and recycle/recover collected materials.	Kodiak AK	\$1,000
Native Village of Kotzebue	To build cyanotoxin analysis capacity at the Native Village of Kotzebue.	Kotzebue AK	\$140
Kuskokwim River Intertribal Fish Commission	Implementation of the Intertribal Federal Subsistence Cooperative Management Program.	Kuskokwim River Watershed AK	\$880
City of Nome	To provide for safe drinking water distribution and wastewater collection.	Nome AK	\$1,600
Kawerak	For revitalization and rehabilitation of the Pilgrim Hot Springs, which is listed on the National Register of Historic Places.	Nome AK	\$500

Kawerak	To provide for historic preservation.	Nome AK	\$500
North Slope Borough	The purpose of this project is to support the Northern Route of the North Slope Borough (NSB) Community Winter Access Trails (CWAT) Pilot Program, which provides for the creation of temporary winter trail access between communities where year-round connecting roads do not exist.	North Slope Borough AK	\$2,500
Alaska Native Tribal Health Consortium	To provide for safe drinking water and disposal of wastewater in Nulato.	Nulato AK	\$7,781
Alaska Native Tribal Health Consortium	To provide for safe drinking water in Ouzinkie.	Ouzinkie AK	\$2,986
City of Palmer	To provide for the safe disposal of wastewater in Palmer.	Palmer AK	\$6,900
City and Borough of Petersburg	To replace a 250,000 gallon open top steel tank that is used to store treated and filtered water that is utilized for backwashing the plant filter bays.	Petersburg AK	\$1,600
City of Saint Paul	To construct new disposal cells, facilities and utilities at the new landfill site and to improve the current landfill.	Saint Paul AK	\$3,000
Alaska Native Tribal Health Consortium	To provide for safe drinking water in Savoonga.	Savoonga AK	\$2,824
Alaska Native Tribal Health Consortium	To provide for the safe disposal of wastewater in Scammon Bay.	Scammon Bay AK	\$6,419
City of Seldovia	To provide for the safe disposal of wastewater in Seldovia.	Seldovia AK	\$746
City of Seldovia	To provide for safe drinking water in Seldovia.	Seldovia AK	\$414
Chugach Regional Resources Commission	To research depuration of HAB biotoxins in Alaskan shellfish species	Seward AK	\$800
City of Seward	To provide for the safe disposal of wastewater in Seward.	Seward AK	\$2,000
Bureau of Land Management	To complete a National Scenic Trail feasibility study to connect Seward and Fairbanks.	Seward to Fairbanks AK	\$1,000
SouthEast Alaska Regional Health Consortium	To remediate former U.S. Military properties adjacent to the new Mt. Edgcombe Medical Center Construction and Expansion project site.	Sitka AK	\$4,500
City of Soldotna	To provide for the safe disposal of wastewater in Soldotna.	Soldotna AK	\$680
City of Soldotna	To improve wastewater effluent before discharge to the Kenai River.	Soldotna AK	\$320
City of Soldotna	To upgrade equipment used to dewater treated solids at the Soldotna Wastewater Treatment Plant.	Soldotna AK	\$960
City of St. George	This project will replace the 50-year-old water distribution and wastewater collection infrastructure.	St. George AK	\$3,000
Bureau of Land Management	For the BLM to partner with Federal agencies, such as the Denali Commission, to provide training opportunities that both meet the needs of Alaska Fire Service and provide jobs in rural communities.	Statewide AK	\$1,000
Denali Commission	For development of regional solid waste management plans.	Statewide AK	\$1,500

Alaska Native Justice Center	To identify and support Alaska Tribes in meeting the requirements to exercise special Tribal criminal jurisdiction.	Statewide AK	\$3,000
State of Alaska	To support the State of Alaska in conducting an inventory and verification of contaminated sites conveyed to Alaska Natives under the Alaska Native Claims Settlement Act.	Statewide AK	\$7,000
State of Alaska	To study the need and economic feasibility of constructing and operating a hazardous waste processing facility and landfill in the State of Alaska.	Statewide AK	\$300
Alaska Native Village Corporation Association	To build further tribal capacity for the inventory and verification of ANCSA contaminated lands.	Statewide AK AK	\$250
Alaska Native Tribal Health Consortium	To build further tribal capacity for the inventory and verification of ANCSA contaminated lands.	Statewide AK AK	\$250
Talkeetna Historical Society	To rehabilitate the original Talkeetna Schoolhouse.	Talkeetna AK	\$500
TKC Fish Wheel	To develop resources within the Kuskokwim region to create timber packages, utilizing local wood resources, to build affordable, sustainable housing alternatives.	The Middle Kuskokwim Region AK	\$1,885
Alaska Native Tribal Health Consortium	To provide safe water and water storage.	Twin Hills AK	\$3,828
City of Valdez	To provide for the safe disposal of wastewater in Valdez.	Valdez AK	\$10,000
City of Wasilla	To implement suction dredging to allow for sludge removal.	Wasilla AK	\$880
City of Wasilla	To provide for safe drinking water in Wasilla.	Wasilla AK	\$1,000
City of Wasilla	To provide for the safe disposal of wastewater in Wasilla.	Wasilla AK	\$2,300
City of Wasilla	To provide for the safe disposal of wastewater in Wasilla.	Wasilla AK	\$2,500
Interfaith Hospitality Network dba: Family Promise	To remediate a diesel spill area for conversion into recreational space for children.	Wasilla AK	\$50
City of Whittier	To provide for safe drinking water in Whittier.	Whittier AK	\$1,230
City of Yakutat	To provide for safe drinking water in Yakutat.	Yakutat AK	\$5,082
Tanana Chiefs Conference	The Mid-Yukon River Sonar project seeks to address the large data gap regarding salmon populations on the Yukon River.	Yukon River AK	\$500
United States Fish and Wildlife Service	Salmon run monitoring in the Yukon and Kuskokwim River watersheds.	Yukon/Kuskokwim AK	\$4,500
United States Geological Survey	Temperature and eDNA monitoring in the AYK	Yukon/Kuskokwim AK	\$2,000
Bering Sea Fishermen's Association	To create an indigenous-led community monitoring program in AYK subsistence communities to assess and quantify salmon returns and subsistence harvest along Western Alaska rivers.	Yukon/Kuskokwim AK	\$2,500

CITY OF VALDEZ PROJECT UPDATE

City Council Meeting

July 5, 2022



CITY OF VALDEZ 2022 CURRENT PROJECTS

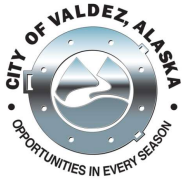
PROJECT	CONTRACT BUDGET	ACTUAL AMOUNT EXPENDED	SCHEDULED SUBSTANTIAL COMPLETION DATE	ACTUAL SUBSTANTIAL COMPLETION DATE
EAST HANAGITA	\$1,350,000		FALL 2022	
WHALEN AVENUE	\$3,881,476		FALL 2023	
WATER MAIN REPLACEMENT MEALS TO RICH	\$767,868		10/31/2022	
DEPARTMENT STORAGE FACILITY	\$752,000		11/28/2022	
HHES CAFETERIA FLOORING	\$1,169,000		8/6/2022	



DESIGN PROJECTS

- SEWER FORCE MAIN
- HOSPITAL MASTER PLAN
- H-K & TOUR DOCK REPLACEMENT
- PAVEMENT MANAGEMENT 4,5, & 6
- HIGH SCHOOL
- INFRASTRUCTURE GRANT ASSISTANCE





Legislation Text

File #: 22-0371, **Version:** 1

ITEM TITLE:

Council Correspondence

SUBMITTED BY: Sheri Pierce, City Clerk

FISCAL NOTES:

Expenditure Required: NA

Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Please see attached letters from Valdez Mural Society and US Department of Energy.

June 24, 2022

Mr. Jeremy O'Neil
Mayor
City of Valdez
P.O. Box 307
Valdez, AK 99686

Dear Mr. O'Neil,

Under the authority of the National Environmental Policy Act (NEPA) and its implementing regulations, the U.S. Department of Energy (DOE) prepared a Draft Supplemental Environmental Impact Statement (SEIS) to evaluate the potential environmental impacts associated with authorizing Alaska LNG Project LLC (Alaska LNG) to export liquefied natural gas (LNG) as part of the Alaska Gasline Development Corporation's (AGDC) proposed Alaska LNG Project (Project) in Docket No. 14-96-LNG.¹ Through the NEPA process, DOE evaluates the potential direct, indirect, and cumulative effects of the Project; invites public participation; and informs current and future agency planning and decision making related to the Project. This letter serves as notification that the Draft SEIS for the proposed Alaska LNG Project will be available online at DOE's website <https://www.energy.gov/nepa/doeeis-0512-s1-supplemental-environmental-impact-statement-alaska-lng-project> for public review and comment beginning on July 1, 2022, and ending on August 15, 2022.

DOE is in the process of rehearing DOE/Office of Fossil Energy (FE) Order No. 3643-A, issued in August 2020 (Alaska LNG Order), which authorized exports of LNG from the proposed Alaska LNG Project to countries that do not have a free trade agreement (FTA) requiring national treatment for trade in natural gas, and with which trade is not prohibited by U.S. law or policy (non-FTA countries). DOE issued the Rehearing Order on April 15, 2021. Subsequently, on July 2, 2021, DOE published in the *Federal Register* a "Notice of Intent to Prepare a Supplemental Environmental Impact Statement for the Alaska LNG Project" (86 Fed. Reg. 35,280). The Draft SEIS supplements the Final Environmental Impact Statement (EIS) for the Alaska LNG Project published by the Federal Energy Regulatory Commission (FERC) on March 6, 2020, and adopted by DOE on March 16, 2020 (DOE/EIS-0512).

The Draft SEIS, in accordance with NEPA, has been prepared in furtherance of DOE's Rehearing Order to evaluate potential upstream and downstream environmental impacts of exporting LNG from the proposed Project to non-FTA countries, including evaluation consistent with two recent Executive Orders: E.O. 13990, *Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis*, and E.O. 14008, *Tackling the Climate Crisis at Home and Abroad*. Specifically, the Draft SEIS will inform DOE's consideration of potential environmental impacts associated with natural gas production on the North Slope of Alaska. In addition, the Draft SEIS will evaluate the global nature of greenhouse gas (GHG) emissions associated with Alaska LNG's export of LNG to markets in Asia (the markets targeted for export from Alaska) from a life cycle perspective.

In the Notice of Schedule for the SEIS, issued on August 24, 2021, DOE stated that, based on the findings from the SEIS (including the associated public process), DOE intends to issue an order under section 3(a) of the Natural Gas Act in which DOE presents its findings and

¹ For all DOE documents referenced herein, please see the Alaska LNG docket at: <https://www.energy.gov/fecm/articles/alaska-lng-project-llc-fe-dkt-no-14-96-lng>.

conclusions. DOE stated that it may decide to reaffirm, modify, or set aside the Alaska LNG Order in whole or in part.

Comments on the Draft SEIS

DOE invites Federal, state, tribal, and local entities; non-profit organizations; businesses; interested parties; and the general public to review the Draft SEIS and to submit comments on the Draft SEIS during the 45-day public comment period.

The comment period will officially open when EPA publishes its Notice of Availability (NOA) in the *Federal Register* on July 1, 2022 and will end on August 15, 2022. DOE will post the Draft SEIS to the following website: <https://www.energy.gov/nepa/doeeis-0512-s1-supplemental-environmental-impact-statement-alaska-lng-project>. Comments on the Draft SEIS may be submitted online at <https://www.regulations.gov/> by entering "Alaska LNG" into the search field and following the prompts, or by mail addressed to:

U.S. Department of Energy, National Energy Technology Laboratory,
ATTN: Mark Lusk, NEPA Compliance Officer
3610 Collins Ferry Rd
Morgantown, WV 26505

Comments by mail should be identified as intended for the Draft SEIS for the Alaska LNG Project. Comments received or postmarked by August 15, 2022 will be considered in preparing the Final SEIS.

Virtual Public Meeting

DOE invites you to the virtual public meeting, currently scheduled for Wednesday July 20, 2022 from 4 to 6 PM AKDT (8 to 10 PM EDT). The virtual public meeting will begin with a presentation on the NEPA process and the proposed Project. Following the presentation, there will be a moderated session during which members of the public can provide verbal comments on the Draft SEIS. All comments provided during the virtual public meeting will be transcribed and become part of the formal record.

You may join the public meeting from your personal computer or compatible mobile device through the Zoom app, clicking 'Join a Meeting', and entering the following information - Meeting ID: 944 3452 6764. The Zoom app may also be launched from the Zoom website at <http://zoom.us/join>, entering the Meeting ID, and following the prompts. For members of the public who do not have access to an internet connection, they may join the meeting audio by dialing the following number: 301-715-8592. When prompted, enter the following information: Meeting ID – 944 3452 6764. Then press the pound (#) key.

Written comments on the Draft SEIS may also be submitted during the public comment period as indicated above. All comments, whether verbal or written, will be considered by DOE as the SEIS is finalized. If you have any questions or require additional information, please contact Mark Lusk via email to mark.lusk@NETL.DOE.gov. We look forward to your feedback and participation in the NEPA process.

Sincerely,



Mark Lusk, NEPA Compliance Officer

From: [K Reeves](#)
To: [Sheri Pierce](#)
Subject: Valdez Mural Society
Date: Tuesday, June 28, 2022 8:13:33 PM
Attachments: [Lompoc Mural Brochure 2022.pdf](#)

Hello Sheri,

I'm sorry it has taken so long to put this email together in regards to the Valdez Mural Society.

I honestly don't know how to approach the City of Valdez with this idea. I think the simplest way is to show you a brochure from Lompoc, California, which I've attached to this email. It showcases more than 30 murals done all over this town while showcasing the history, the people, the culture, the flora and fauna and vibe of this town! It is amazing to see all that they have accomplished! THAT is what I'd like to see in Valdez! Since Valdez is such an incredibly stunning place to visit (and live!), I thought adding murals would be ANOTHER way to attract tourists that literally anyone can see any time of year! Some people aren't into fishing in Valdez. Some people don't want to bike, hike, snowboard, or ski in Valdez. Some people don't have the funds to do wildlife cruises or charter boats. But almost EVERYONE can go up to a mural and look at it and READ what it is about! (Having lived in Seward for a short time, I learned a LOT about that town from it's murals!) Murals can be inside a building AND outside a building too!

And anyone in Valdez can help with murals as well! We have 20+ people on a Facebook group who are interested in helping paint, fundraise for and do whatever it takes to have murals in Valdez! Kids can help too, and see their handiwork for future generations! We have experienced mural painters in this group who have first-hand know-how on doing indoor and outdoor murals.

I am in touch with the Seward Mural Society and am getting a literal mural "manual" from them to facilitate the easiest way to get murals painted and mounted. Who they use for their panels, types of paints, ways they get mural ideas, costs, etc.

I think from the City of Valdez, we'd obviously love some funds as well as possibly buildings to paint murals on!

Valdez is a very "art" oriented community and this is one way we'd like to extend that art to tourism too.

Many of these mural societies are non-profit organizations. If we have to go that route, we can. I know grants are easier to get if you're a non-profit. But I wanted to see if we could work with the City of Valdez and the Beautification Taskforce in such a way that the long process of becoming a non-profit is bypassed. How that can be done, I don't pretend to know.

Anyway, those are my thoughts and if they need to be passed along to the Taskforce, please do so.

I considered applying to be on the Taskforce but honestly, my heart is with ART rather than overall beautification (whatever that entails).

Here is the website address for the Lompoc Mural tourism <https://explorelompoc.com/lompoc-murals/#flower>

Thank you for your consideration and time,

Kris Reeves
kreeves@aptalaska.net
907-255-1837