

City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda - Final

City Council

Tuesday, June 6, 2017

7:00 PM

Council Chambers

Regular Meeting

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [Special Meeting Minutes of March 28, 2017](#)
2. [Special Meeting Minutes of April 25, 2017](#)

V. PUBLIC APPEARANCES

1. [Tabitha Gregory, Copper Valley Telephone - Topic: Fiber to the Home Project](#)

VI. PUBLIC BUSINESS FROM THE FLOOR

VII. CONSENT AGENDA

1. [Appointment to Economic Diversification Commission \(Three Month Term\)](#)
2. [Appointment to Economic Diversification Commission \(Two Year, Three Month Term\)](#)
3. [Appointment to Valdez Museum & Historical Archive Association Board of Directors \(Seven Month Term\)](#)
4. [Approval To Go Into Executive Session Regarding:](#)
 1. [Pending Litigation](#)
 2. [Contractual Liability](#)

VIII. NEW BUSINESS

1. [Approval of Site Location for Pipeline Workers Statue](#)

2. [Approval of Contract Award to Wolverine Supply, Inc. for the Airport Plumbing and Restroom Project in the Amount of \\$381,500.00](#)
3. [Approval of Public Convenience and Necessity Certificate Renewal for Valdez Yellow Cab](#)
4. [Approval of Site Location for Air National Guard Memorial](#)
5. [Approval to Accept Offer of Sale of a 14.96 Acre Parcel of Land Described as Lot 2, Sleepy Hollow, Addition #5 \(Gavora Property\) in the Amount of \\$1,000,000.00](#)
6. [Approval of Contract Award to Harris Sand & Gravel for the Lowe River Slope Improvements Project in the Amount of \\$51,200](#)

IX. RESOLUTIONS

1. [#17-20 - Amending the 2017 City Budget by Transferring \\$70,059 from the City Council Contingency Reserve to the General Fund, and Appropriating Same for the Education Dual-Credit Program.](#)
2. [#17-21 Authorizing a Land Lease with Mega Trucking, LLC for Tract B, ASLS 98-26](#)
3. [#17-22 - Requesting State FY 18 Payment in Lieu of Taxes \(PILT\) Funding from the Department of Commerce, Community, and Economic Development](#)

X. REPORTS

1. [Lowe River Levee Certification Update Report and Timeline](#)
2. [Postponement of Whalen Avenue Construction Project](#)
3. [Monthly Treasury Report - April, 2017](#)
4. [First Quarter Financial Summary](#)
5. [Contract Amendment #18 with R&M Consultants, Inc. for Construction Administrative Services](#)
6. [Contract Amendment #7 to Arcadis, Inc. for Project Management Services - New Boat Harbor Project](#)
7. [Foreclosure Process for Delinquent Taxes](#)
8. [1st Quarter 2017 Travel Report - City Council, City Manager, & City Clerk](#)
9. [Lloyd Tremmer House Abatement Report](#)
10. [Alaska Pacific Development MOU](#)

11. [Legal Billing Summary - April 2017](#)

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

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

1. [Mayor's Report - June 6, 2017](#)

XII. COUNCIL BUSINESS FROM THE FLOOR

XIII. EXECUTIVE SESSION

XIV. RETURN FROM EXECUTIVE SESSION

XV. ADJOURNMENT

XVI. APPENDIX

1. [Council Calendars - June & July 2017](#)
2. [Letter from Governor Walker's Office Regarding Funding for Alaskan Infrastructure Projects](#)



Agenda Statement

File #: 17-0279 **Version:** 1

Type: Minutes **Status:** Agenda Ready

File created: 6/1/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Special Meeting Minutes of March 28, 2017

Sponsors:

Indexes:

Code sections:

Attachments: [032817 City Council Special Meeting Minutes - DRAFT](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Special Meeting Minutes of March 28, 2017

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Approve special meeting minutes of March 28, 2017.

SUMMARY STATEMENT:

Draft City Council meeting minutes of March 28, 2017 are attached for Council review and approval.



Agenda Statement

File #: 17-0280 **Version:** 1

Type: Minutes **Status:** Agenda Ready

File created: 6/1/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Special Meeting Minutes of April 25, 2017

Sponsors:

Indexes:

Code sections:

Attachments: [042517 City Council Special Meeting Minutes - DRAFT](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Special Meeting Minutes of April 25, 2017

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Approve special meeting minutes of April 25, 2017.

SUMMARY STATEMENT:

Draft City Council meeting minutes of April 25, 2017 are attached for Council review and approval.



Agenda Statement

File #: 17-0281 **Version:** 1

Type: Public Appearances **Status:** Agenda Ready

File created: 5/31/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Tabitha Gregory, Copper Valley Telephone - Topic: Fiber to the Home Project

Sponsors:

Indexes:

Code sections:

Attachments: [CVTC Presentation Fiber to the Home.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Tabitha Gregory, Copper Valley Telephone - Topic: Fiber to the Home Project

SUBMITTED BY: Sheri Pierce, MMC

FISCAL NOTES:

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Tabitha Gregory with Copper Valley Telephone will present information to the council regarding their fiber to the home project. She will discuss the project timeline, process, and what residents can expect in terms of outcomes and benefits.



Agenda Statement

File #: 17-0282 **Version:** 1

Type: Consent Item **Status:** Consent Agenda

File created: 5/31/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Appointment to Economic Diversification Commission (Three Month Term)

Sponsors:

Indexes:

Code sections:

Attachments: [Susan Love - Economic Development Commission Application - June 2017](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Appointment to Economic Diversification Commission (Three Month Term)

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Appoint Susan Love to a three month term on the Economic Diversification Commission

SUMMARY STATEMENT:

One vacancy currently exists on the Economic Diversification Commission due to resignation. The vacancy is for a three month term, expiring September 2017.

The City Clerk's Office advertised the vacancy and received one application:

1. Susan Love (Professional Services)



Agenda Statement

File #: 17-0283 **Version:** 1

Type: Consent Item **Status:** Consent Agenda

File created: 5/31/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Appointment to Economic Diversification Commission (Two Year, Three Month Term)

Sponsors:

Indexes:

Code sections:

Attachments: [Felicia Rogers - Economic Diversification Commission Application - June 2017](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Appointment to Economic Diversification Commission (Two Year, Three Month Term)

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Appoint Felicia Rogers to a two year, three month term on the Economic Diversification Commission

SUMMARY STATEMENT:

One vacancy currently exists on the Economic Diversification Commission due to resignation. The vacancy is for a two year, three month term, expiring September 2019.

Members of the commission shall be diversified to the maximum extent possible and appointed to represent specific industry sectors of the economy. No two members may be appointed to serve concurrently from the same industry sector. Appointees representing the following industry sectors were considered to fill the current vacancy: (1) accommodations, (2) commercial fisheries, (3) food and beverage, (4) healthcare, (5) professional services - attorney, engineer, banker, real estate, media, etc., (6) seafood processing, (7) sport fisheries, (8) transportation, (9) utilities, and (10) winter tours and attractions.

The City Clerk's Office advertised the vacancy and received one application:

1. Felicia Rogers (Food & Beverage)



Agenda Statement

File #: 17-0284 **Version:** 1

Type: Consent Item **Status:** Consent Agenda

File created: 5/31/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Appointment to Valdez Museum & Historical Archive Association Board of Directors (Seven Month Term)

Sponsors:

Indexes:

Code sections:

Attachments: [Polly Page - VMHA Association Board Application - June 2017](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Appointment to Valdez Museum & Historical Archive Association Board of Directors (Seven Month Term)

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Appoint Polly Page to a seven month term on the Valdez Museum & Historical Archive Association Board of Directors

SUMMARY STATEMENT:

One vacancy currently exists on the VMHA Board of Directors due to resignation. The vacancy is for a seven month term, expiring in January 2018.

The City Clerk's Office advertised the vacancy and received one application:

1. Polly Page



Agenda Statement

File #: 17-0285 **Version:** 1
Type: Consent Item **Status:** Consent Agenda
File created: 6/1/2017 **In control:** City Council
On agenda: 6/6/2017 **Final action:**
Title: Approval To Go Into Executive Session Regarding:
1. Pending Litigation
2. Contractual Liability

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval To Go Into Executive Session Regarding:
1. Pending Litigation
2. Contractual Liability

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Approve executive session.

SUMMARY STATEMENT:

Under AS 44.62.310 the governing body may consider the following subjects in executive session:

- (1) matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the public entity;
- (2) subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
- (3) matters which by law, municipal charter, or ordinance are required to be confidential;
- (4) matters involving consideration of government records that by law are not subject to public disclosure.

The subjects of discussion with the city attorney regarding pending litigation against the city and contractual liability are matters for which the immediate knowledge would clearly have an adverse effect upon the finances of the city. (AS 44.62.310 (1))



Agenda Statement

File #: 17-0286 **Version:** 1

Type: New Business **Status:** Agenda Ready

File created: 5/31/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Approval of Site Location for Pipeline Workers Statue

Sponsors:

Indexes:

Code sections:

Attachments: [IMG_0075.JPG](#)
[IMG_0071.JPG](#)
[IMG_0073.JPG](#)
[IMG_0074.JPG](#)
[FerryWay.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval of Site Location for Pipeline Workers Statue

SUBMITTED BY: Todd Wegner, Assistant City Manager

FISCAL NOTES:

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

RECOMMENDATION:

Approve Site Location for Pipeline Workers Statue

SUMMARY STATEMENT:

Jason Miles and Todd Wegner met with Jenna Caples, Compliance & Documentation Specialist, and Kate Dugan, Public Relations Manager, for Alyeska Pipeline Services on Tuesday, April 18th to Assess the Pipeline Workers Statue.

Alyeska Pipeline Services is willing to donate the Pipeline Workers Statue to the City if the City pays for the relocation costs to a new site.

The first step in moving the Statue is to choose a site location.

The Beautification Task force is recommending that if funding is approved, that the new site for the

Pipeline Statue be located at the Kelsey Dock Uplands. Specifically, the grassy area NE of the Ferry Terminal. See attached map for location.



Agenda Statement

File #: 17-0287 **Version:** 1

Type: New Business **Status:** Agenda Ready

File created: 5/31/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Approval of Contract Award to Wolverine Supply, Inc. for the Airport Plumbing and Restroom Project in the Amount of \$381,500.00

Sponsors:

Indexes:

Code sections:

Attachments: [Airport Plumbing and Restroom - Bid Summary.pdf](#)
[Airport Plumbing and Restroom REBID Contract - body only.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval of Contract Award to Wolverine Supply, Inc. for the Airport Plumbing and Restroom project in the Amount of \$381,500.00

SUBMITTED BY: Dean Day, Interim Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$381,500.00
Unencumbered Balance: \$723,758.80
Funding Source: 310-4716-58000

RECOMMENDATION:

Approve contract to Wolverine Supply Inc. in the amount of \$381,500.00 for the Airport Plumbing and Restroom project.

SUMMARY STATEMENT:

Project Description: This project began as a waterline upgrade. Because of the significant amount of demolition that would be required, a remodel of the outdated restrooms to ADA standards was incorporated and budgeted for.

The bid was broken into a base bid and three additive alternates. The additive alternates were chosen as such because they were outside the basic scope as originally intended but seen as a valuable addition. It is recommended that all three alternates be awarded because there is asbestos in the second floor restrooms which will need to be abated at some point, the renovation increases the building's value, the Finance department and Assistant City Manager have moved into the second floor offices, and LED lighting pays for itself very quickly with the cost of electricity.

- Base bid: The waterline upgrades and remodel of the first floor restrooms.
- Additive Alternate 1: Upgrade the first floor restrooms to LED lighting.
- Additive Alternate 2: Remodel the second floor restrooms located in the Finance office wing of the airport.
- Additive Alternate 3: Upgrade the second floor lighting to LED.

These costs can be seen on the bid summary.

One set of bathrooms will always remain open during construction.

Construction Schedule: Contractor has 120 days to complete construction from the date of the Notice to Proceed. The expected start date would be November 1st.

Liquidated Damages: \$500.00 a day

Bidding: Length of bid period was 26 days. Three bids were received.

Engineer's Estimate: under \$500,000.00

Design Review Stakeholders: Jeremy Talbott, Jenessa Ables, Lisa VonBargen, Jason Miles, Diane Kinney, and Jake Meadows.



Agenda Statement

File #: 17-0288 **Version:** 1

Type: New Business **Status:** Agenda Ready

File created: 5/31/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

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

Sponsors:

Indexes:

Code sections:

Attachments: [2017 Letter - Renewal Reminder for Public Convenience](#)
[2017 Yellow Cab Certificate Renewal Checklist](#)
[2017 Yellow Cab Renewal Application](#)
[2017 Yellow Cab Company Insurance](#)
[2017 Yellow Cab Renewal Fee Receipt](#)
[2017 Yellow Cab Rate & Fare List](#)
[2017 Yellow Cab State & City Business Licenses](#)
[2017 Yellow Cab Authorized Driver List & Chauffeur's Licenses](#)
[2017 Yellow Cab Authorized Vehicle List, Permits, Inspections, & Insurance Information](#)
[Excerpt from Chapter 5.16 \(For Hire Vehicles\) from Valdez City Code](#)
[2016 Yellow Cab Certificate of Public Convenience](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

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

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Approve renewal of the Certificate of Public Convenience and Necessity for Valdez Yellow Cab.

SUMMARY STATEMENT:

In accordance with Chapter 5.16 of the Valdez Municipal Code, Valdez Yellow Cab has submitted an

application for the renewal of their Certificate of Public Convenience and Necessity (taxi cab license) to the City Clerk's office.

The City Clerk's office sent Yellow Cab a renewal reminder letter on March 29, 2017. Final documents required for Yellow Cab's certificate renewal were received on May 1, 2017. The company's renewal application and documentation are attached for the Council's review.

Yellow Cab's 2017 renewal application includes two vehicles and four drivers which will be authorized under the certificate of public convenience, once approved.

Section 5.16.050 of the Code requires a renewal recommendation from the Ports and Harbor Commission to be forwarded to the City Council. **The Ports & Harbor Commission approved this recommendation at their regular meeting on Monday, May 15, 2017.**

Valdez Yellow Cab has one additional driver (Sue Ellen Montes) who is in the process of renewing her chauffeur's license. If Yellow Cab's certificate renewal is approved, Ms. Montes will not be authorized to drive for the company until her chauffeur's license is granted and documentation of her license is provided to the City Clerk's office.

The company may add vehicles and drivers to their license throughout the year by providing proper documentation to the City Clerk's office, to include vehicle permits/inspections/insurance and chauffeur's licenses.



Agenda Statement

File #: 17-0289 **Version:** 1

Type: New Business **Status:** Agenda Ready

File created: 5/31/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Approval of Site Location for Air National Guard Memorial

Sponsors:

Indexes:

Code sections:

Attachments: [West Upland Landscape Plan - Markup.pdf](#)
[Celestial Vanguard Monument.pdf](#)
[Cost Estimate National Guard Memorial.pdf](#)
[Chuck Volanti Ltr.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval of Site Location for Air National Guard Memorial

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

FISCAL NOTES:

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

RECOMMENDATION:

Approve site location as recommended by the Beautification Task Force.

SUMMARY STATEMENT:

The City Council approved funding in the 2017 City budget in the amount of \$35,000 for the National Guard Memorial. This amount was approximately half of the proposed project cost. Working within this budget it is not possible to purchase the monument designed by Rhonda Green which was selected by the museum sub-committee. Patricia Relay has reached out to the Governor's Office to ask for funding but was told there was no funding available for this project. Carol and Bill Harris have provided the rock base for the sculpture. In discussions with the Capital Facilities department it was suggested that this monument/artwork would be appropriate for the New Boat Harbor Uplands. A certain amount has been allocated in the project for uplands landscaping and artwork which could be allocated toward the monument. The Beautification Task Force was asked to provide a

recommendation on the site location for the National Guard Monument and the Alyeska Pipeline Worker statue. The task force has recommended in favor of locating the National Guard Memorial monument on the knoll near the entrance to the new boat harbor. This location overlooks the site of the 1964 plane crash which claimed the lives of four members of the State of Alaska Air National Guard who transported Governor Egan to Valdez following the earthquake. After delivering the Governor, the transport plane left Valdez and shortly after takeoff crashed into the Port.

I have attached a site map, monument cost (costs highlighted were estimated by the artist as city expenses and should be deducted), and the artist drawing of the sculpture. The Clerk's office has received monthly emails from Mr. Chuck Volanti regarding the status of this project and I have kept Mr. Volanti updated on my efforts to bring the memorial to fruition with the funds allocated. At his request, I have included his latest email response.



Agenda Statement

File #: 17-0290 **Version:** 1

Type: New Business **Status:** Agenda Ready

File created: 5/31/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Approval to Accept Offer of Sale of a 14.96 Acre Parcel of Land Described as Lot 2, Sleepy Hollow, Addition #5 (Gavora Property) in the Amount of \$1,000,000.00

Sponsors:

Indexes:

Code sections:

Attachments: [318-2001-2001-1.pdf](#)
[NearHospitalOption.pdf](#)
[Potential Acres.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval to Accept Offer of Sale of a 14.96 Acre Parcel of Land Described as Lot 2, Sleepy Hollow, Addition #5 (Gavora Property) in the Amount of 1 Million Dollars

SUBMITTED BY: Elke Doom, City Manager

FISCAL NOTES:

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

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

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

RECOMMENDATION:

None.

SUMMARY STATEMENT:

The City Council provided direction to the city manager to contact the property owner Mr. Rudy Gavora, to negotiate the sale price of 14.96 acres, described as Lot 2, Sleepy Hollow, Addition #5, commonly referred to as the Gavora property. The original list price for this property was 1.3 million dollars. Mr. Gavora has offered to sell this property to the City for 1 million dollars and remains firm on this price.

If the City Council accepts the offer made by Mr. Gavora, administration will move forward with the process to purchase the property.



Agenda Statement

File #: 17-0291 **Version:** 1

Type: New Business **Status:** Agenda Ready

File created: 6/1/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Approval of Contract Award to Harris Sand & Gravel for the Lowe River Slope Improvements Project in the Amount of \$51,200

Sponsors:

Indexes:

Code sections:

Attachments: [Lowe River Slope Improvements - Bid Summary.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval of Contract Award to Harris Sand & Gravel for the Lowe River Slope Improvements Project in the Amount of \$51,200

SUBMITTED BY: Scott Benda, Capital Facilities Project Manager II

FISCAL NOTES:

Expenditure Required: \$51,200
Unencumbered Balance: \$1,441,383
Funding Source: 310-8060-58000

RECOMMENDATION:

Approve a construction contract to Harris Sand & Gravel in the amount of \$51,200 for the Lowe River Slope Improvements project.

SUMMARY STATEMENT:

Project Description: Provide and install 400 CY of class III riprap to groin 4 in Alpine Woods. This project will reinforce a section of an existing dike that was installed last summer under an emergency declaration to divert high water from the Lowe River from entering into the lower end of Alpine Woods subdivision. The dike is vulnerable to erosion if additional riprap is not put in place.

Construction Schedule: The work will be completed with 30 days

Liquidated Damages: \$1000 per day

Bidding: Length of bid period was 15 days. One bid was received.

Engineer's Estimate: \$50,000

Design Review Stakeholders: Capital Facilities, Pubic Works, ComDev, DOWL Engineering



Agenda Statement

File #: RES 17-0020 **Version:** 1
Type: Resolution **Status:** Agenda Ready
File created: 5/29/2017 **In control:** City Council
On agenda: 6/6/2017 **Final action:**
Title: #17-20 - Amending the 2017 City Budget by Transferring \$70,059 from the City Council Contingency Reserve to the General Fund, and Appropriating Same for the Education Dual-Credit Program.
Sponsors: City Council
Indexes:
Code sections:
Attachments: [Budget Resolution Dual-Credit Education.pdf](#)
[2017 PWSC VHS Budget Request - VHS Student Courses.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

#17-20 - Amending the 2017 City Budget by Transferring \$70,059 from the City Council Contingency Reserve to the General Fund, and Appropriating Same for the Education Dual-Credit Program.

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: \$70,059
Unencumbered Balance: \$175,862
Funding Source: 350-0202-55000, Council Contingency

RECOMMENDATION:

Approve Resolution

SUMMARY STATEMENT:

This Resolution establishes funding for the ***High School / College dual-credit program***. Council had expressed continued support of this program during the preparation of the 2017 budget, but Finance Staff had mistakenly omitted funding from the final document, thinking the item was embedded in the ***Prince William Sound CSO Support*** budget.

The presented budget revision includes funding for both the concluded 2016-2017 Spring term (\$38,819), and anticipated continued program participation in the 2017-2018 Fall term (\$31,240). The request is based on best estimates of tuition and fees.

If approved, the City will remit payment to the College at the conclusion of each term, based on invoices that substantiate program participation. Invoices will be reviewed and approved by Valdez

High School Administration prior to being submitted to the City.

Dan O'Connor will be present to discuss program specifics and to field Council questions.

Staff proposes funding this item from **Council Contingency Reserve**, and replenishing Council Contingency Reserve as needed with funds carried forward from 2016. Staff will include this in a budget revision resolution during the July 5 council meeting.

Attachments: *2017 PWSC/VHS Budget Request*



Agenda Statement

File #: RES 17-0021 **Version:** 1
Type: Resolution **Status:** Agenda Ready
File created: 5/30/2017 **In control:** City Council
On agenda: 6/6/2017 **Final action:**
Title: #17-21 Authorizing a Land Lease with Mega Trucking, LLC for Tract B, ASLS 98-26
Sponsors:
Indexes:
Code sections:
Attachments: [MegaTrucking_Application.pdf](#)
[Resolution 17.xx.pdf](#)
[TractB_ASLS9826_LeaseApplication.pdf](#)
[ASLS 9826_Patent.pdf](#)
[MegaTruckingLease_2017.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

#17-21 Authorizing a Land Lease with Mega Trucking, LLC for Tract B, ASLS 98-26

SUBMITTED BY: AnnMarie Lain, CFM

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution #17-20, authorizing a land lease with Mega Trucking, LLC for Tract B, ASLS 98-26.

SUMMARY STATEMENT:

Mr. Passin, of Mega Trucking LLC, has requested the lease of Tract B, ASLS 98-26, a 6.82 parcel along the Richardson Highway for the purpose of storing gravel, heavy equipment, and refining gravel from the Glacier Stream river bed. Tract B, ASLS 98-26, is zoned Public Lands. Chapter 4 of Valdez Municipal Code states that "no application for lease shall be considered unless the land desired to be leased is zoned to permit the use to which the applicant intends to put the land." Chapter 17 zoning requirements for Public Lands District, document attached, outlines the intent of the zoning district as well as the permitted and conditional uses. The intent of the Public Lands Zoning District is stated below:

“The P (public lands) district is intended to contain major open space areas, watershed management areas and major public and quasi-public, recreational, educational and institutional uses, including private lands and uses that are essentially public in character and of specific value to the entire community.”

Although the intent of the purpose of storing gravel is to make the sale of gravel available to the public market which would add “specific value to the entire community,” the requested use for storing gravel, heavy equipment, and refining gravel is not listed as a permitted principal use. Natural resource extraction; however, is listed as a conditional use. Legal Counsel has confirmed that the storage of gravel and equipment in conjunction with natural resource extraction is allowed by Valdez Municipal Code as a conditionally permitted use. Should City Council approve the land lease with Mega Trucking LLC, the applicant will be required to apply for a Conditional Use Permit. The proposed land lease to Mega Trucking, LLC is in conformance with the Comprehensive Plan by adhering to the Goals and Objectives outlined below:

Goal - Lifestyle - Provide for a maximum freedom of choice for people to engage in the cash economy and use local natural resources to supplement their selected economic lifestyles.

Objective - Conserve sensitive habitats and enhance the availability of natural resources used and consumed by residents of the community.

The extraction of gravel on City leased land, over-time, has created vulnerabilities and exposure to flooding from migrating rivers and renders the leased land in a condition difficult for redevelopment. As such, the City of Valdez is in need of gravel extraction to come out of river beds instead of on City owned land. The proposed land lease provides for the use of natural resources by enhancing the availability of gravel for use by the residents of the community in the engagement of a cash economy.

Goal - Economic Development: Encourage the development of a broad-based economy in Valdez.

Objective - Develop a community plan which accommodates resource related industrial development that meets the desires of community residents.

Objective - Strive to create an atmosphere in the community that is conducive to commercial and industrial development.

The proposed land lease will help to create an atmosphere conducive to development by enabling another vender to provide gravel.

Goal - Land Use - Provide a community land use pattern that is compatible with existing land use patterns in the community, which is physically safe, environmentally sensitive, and consistent with the provisions and requirements of the Valdez Coastal Management Program.

Objective - Provide for the adequate separation of incompatible land uses. The land directly adjacent to Tract B is already being utilized as a gravel extraction area by the State.

This lease application meets the requirements for separation of incompatible land uses.

Objective - Reserve shoreline areas for water-dependent uses and activities; water-related uses and activities; and uses and activities which are neither water-dependent or water-related or for which there is no feasible and prudent inland alternative to meet the need for the use or activity.

River-bed gravel extraction is a water-related use for which inland alternatives fail to meet the flood mitigation priorities outlined by the Council and excavate industrial lands which can be reserved for a higher use.

The applicant is aware that gravel extraction within the river-bed requires a significant amount of permitting through multiple federal and state agencies. All permitting will be the sole responsibility of the applicant. The applicant will be required to apply for a Floodplain Development Permit with the City of Valdez to ensure that gravel extraction is done in a responsible and sustainable manner - and in conformance with the City's Flood Mitigation priorities. All work pertaining to the extraction of material from Valdez Glacier Stream must comply with permit conditions and all local, state, and federal regulations. Permits anticipated to be applicable to gravel extraction in Valdez Glacier Stream include but are not limited to the following:

- United States Army Corps of Engineers - Department of the Army Permit
- Alaska Department of Fish and Game Permit - Fish Habitat Permit
- Alaska Department of Natural Resources - Land Use Permit
- Alaska Department of Natural Resources - Material Sales Application Permit
- State of Alaska Department of Transportation - Driveway Permit
- City of Valdez - Floodplain Development Permit
- City of Valdez - Conditional Use Permit

As stated in Valdez Municipal Code, City lands are leased at fair market value which is ten percent annually of the appraised value. Should City Council approve the land lease, an appraisal will be ordered to determine fair market value. The proposed lease is a 5-year term, with no renewal options, following provisions outlined in Chapter 4.08, Lease of City Property. To clarify, this is a land lease, not a gravel lease. Gravel leases allow for gravel extraction, stockpiling, and processing on the lease site. The annual cost of a gravel lease is set at \$3,000. This represents a payment for a minimum amount of gravel extracted every year of 5,000 cubic yards at \$0.60 a cubic yard. Gravel lessees are required to submit an annual report of how much gravel is extracted and must pay the City \$0.60 a cubic yard for anything over 5,000 cubic yards. Mega Trucking will have a land lease for which Mr. Passin will pay 10% annually of the appraised value. Leases are appraised (by Code) every five years. Mr. Passin's lease rental rate will remain the same for the five year lease period. If he applies to release the property a new appraisal to determine value will be completed and the rent adjusted accordingly.

On May 10th the Planning & Zoning Commission took action and approved a recommendation to Council to approve this lease. Leases must be approved via resolution which is posted for 30 days prior to the lease becoming effective. The enabling resolution is attached for Council review. A copy of the lease document is also attached for Council's information. This is a standard land lease document reviewed and approved by the City Attorney.



Agenda Statement

File #: RES 17-0022 **Version:** 1
Type: Resolution **Status:** Agenda Ready
File created: 5/31/2017 **In control:** City Council
On agenda: 6/6/2017 **Final action:**
Title: #17-22 - Requesting State FY 18 Payment in Lieu of Taxes (PILT) Funding from the Department of Commerce, Community, and Economic Development
Sponsors:
Indexes:
Code sections:
Attachments: [PILT FY18 Resolution.pdf](#)
[FY18 PILT Letter & Application.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

#17-22 - Requesting State FY 18 Payment in Lieu of Taxes (PILT) Funding from the Department of Commerce, Community, and Economic Development

SUBMITTED BY: Lisa Von Bargaen, CD Director

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution #17-21 Requesting State FY 18 Payment in Lieu of Taxes (PILT) Funding from the Department of Commerce, Community, and Economic Development.

SUMMARY STATEMENT:

Each year the City receives a federal PILT (Payment in Lieu of Taxes) administered through the State of Alaska Department of Commerce, Community & Economic Development (DCCED). For the past several years municipalities have been warned not to expect PILT revenue due to the federal funding climate. Thankfully, funding has always been made available, and such is the case this year.

The State provided notification to municipalities that PILT funding was re-authorized when President Trump signed the Consolidated Appropriations Act that provides \$465 Million for the Federal Fiscal Year 2018 Payments in Lieu of Taxes program. This is a \$13 Million increase over last year's

appropriation of \$452 Million for the program.

Program regulations require a receiving municipality to pass a resolution which requests payment and certifies minimum standards have been met. That resolution is attached for Council approval.

The State does not yet know how much funding it will receive for cities within the unorganized borough. The State recommends estimating a 25% reduction of last year's payment. The anticipated disbursement of payments is in July. Last year the City received \$732,147. We have budgeted to receive \$700,000 this year. Again, it is unknown what this year's payment will be.

Between 2007 and 2016 the City has received \$7,363,113 in PILT revenue. The following table breaks it down by annual payments.

Federal PILT Revenue 2007-2016

2007	\$874,087
2008	\$695,793
2009	\$713,638
2010	\$734,740
2011	\$704,009
2012	\$713,016
2013	\$703,602
2014	\$752,184
2015	\$739,897
2016	<u>\$732,147</u>
Total	\$7,363,113

In addition to the resolution, the City must also submit the 2017 Budget and the 2016 Audit when it is complete. Once all items have been submitted, the State will issue payment to the City.



Agenda Statement

File #: 17-0292 **Version:** 1
Type: Report **Status:** Agenda Ready
File created: 5/9/2017 **In control:** City Council
On agenda: 6/6/2017 **Final action:**
Title: Lowe River Levee Certification Update Report and Timeline
Sponsors:
Indexes:
Code sections:
Attachments: [FEMALetter_27Apr2017.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Lowe River Levee Certification Update Report and Timeline

SUBMITTED BY: AnnMarie Lain, CFM

FISCAL NOTES:

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

RECOMMENDATION:

Report only.

SUMMARY STATEMENT:

Lowe River Levee Certification Update Report and Timeline

October 31, 2016 → The City of Valdez submitted to FEMA for levee certification/accreditation for the Lowe River Levee System. The process by which FEMA certifies levees is thru a Letter of Map Revision (LOMR). Required submittals include: a) design criteria; b) an operational plan; c) an interior drainage plan; d) a maintenance plan; and e) certified as-built levee plans. Additionally the City is required to provide public notice stating the intent to revise the regulatory floodway. These notices must include the extent of the proposed revision, the changes to the regulatory floodway, and contact information for any interested party.

March 6, 2017 → Individual notices were sent to all property owners affected by the application for a Letter of Map Revision (LOMR) for levee certification.

March 13, 2017→ The City of Valdez responded to FEMA's request for additional supporting data

which included an affidavit of mail on the individual public notices.

April 27, 2017→ FEMA responded to the City that additional data and some repairs were required to complete their review. The additional data request, in part, is documentation of the additional freeboard that was added during emergency declarations in 2015 and 2016. FEMA also identified some minor deficiencies on the west end of Groin 1, which in a few areas is short of the freeboard requirement of about 4-6 inches. The City has 90 days to respond to FEMA's data request. The City of Valdez is bringing in a contractor to address the freeboard deficiencies on the west end of Groin 1 and plans to have the final surface as-built survey completed and submitted to FEMA within 90 days of the April 27, 2017 review comment date. The total cost of the repairs for Groin 1 is projected to be within the City Manager's signing authority, less than \$40,000. The final grading plan design has been completed and in conformance with the procurement code, Capital Facilities will get three quotes prior to awarding the contract. The improvements are required to be completed and submitted by July 27th, 2017.

May 31, 2017 → Final Groin 2 grading plan, titled "Environmental Protection and Sediment Control," submitted to City of Valdez.

June 2, 2017→ Request for Quotes

June 26, 2017→ Groin 2 grading work starts.

July 7, 2017→ Groin 2 grading and as-built work completed.

July 27, 2017→ Due date to submit final documentation to FEMA.

The most significant finding of FEMA's review is on Groin 2, the most westerly groin for which FEMA refers to as the hanging levee component. Over the last two years, the City has added on a significant portion to this levee during Emergency Declarations. Due to a number of unresolved issues on Groin 2, our hydrologists have recommended the City postpone certification of Groin 2 and focus on certification of the upper levee system.

Staff has included the findings from FEMA on Groin 2 in documentation to DOWL for the Lowe River Levee Evaluation Review, which is due to staff on June 9, 2017. Staff will include the recommendations from both FEMA and DOWL to pursue certification of Groin 2 as part of the flood mitigation plan for 2018. Staff has included the April 27, 2017 response from FEMA for your review. Staff will continue to update City Council as information becomes available.





Agenda Statement

File #: 17-0293 **Version:** 1
Type: Report **Status:** Agenda Ready
File created: 5/25/2017 **In control:** City Council
On agenda: 6/6/2017 **Final action:**
Title: Postponement of Whalen Avenue Construction Project
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Whalen Avenue Construction

SUBMITTED BY: Todd Wegner, Asst. City Manager

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: \$284,258
Funding Source: 310-8165-58000

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Capital Facilities would like to recommend construction of Whalen be postponed until 2018 or beyond.

1. Developing Whalen started as a conversation between the City and Edison Chouest. Perhaps at that time it may have been necessary to develop the road if driveways were connecting to Whalen. However, the final subdivision plans show all driveways entering onto the future cul-de-sac, not onto Whalen.
2. The utility infrastructure that will go beneath Whalen has not yet been thoroughly vetted.
 - a. The discussion around the future well at the corner of Whalen and Pioneer is still ongoing. A waterline for the well could be installed in anticipation of, but even so the location of the new well has not yet been finalized. That leaves a chance the well waterline may not get used if the well is relocated.

- b. The City is currently planning on looping the potable waterline with one stub out to the empty lot owned by Port Valdez on the west side of Whalen. No development of this property is known yet. By postponing the design, it increases the chance a plan might arise in which case the City could stub out accordingly.
3. The current unencumbered balance is far below the engineer's cost estimate, a difference of \$542,192. If the City Council would like to move forward, this is the amount that would be requested. The account to transfer this from is unknown.
4. Whalen is currently designed from Egan to Pioneer. It will remain as a dirt road from Pioneer to Klutina. If the project is postponed until the above issues are resolved it would be recommended to extend the redevelopment of Whalen all the way from Egan to Klutina. In this case, you are connecting a much higher level of residents to the main street and the elementary school, as opposed to a few residents of the new subdivision with just the main street.
 - a. If half of Whalen is developed, drivers may be tempted to use the entire stretch as a thoroughfare. This can cause safety issues at two intersections, it will increase mud on the roads and in the storm drains, and produce a lot of dust in the proximity of the elementary school.
5. Edison Chouest's Design-Build contractor was surprised to learn of the Whalen project. This reaffirms the lack of necessity if at once it was the case.
6. Edison's Chouest plans to use Whalen as a detour route when they will close Egan for utility work. By postponing the project, traffic and construction conflicts are eliminated.
7. At a location just beyond the Whalen project limits is a fire hydrant that has been pulled. The pavement in front of this hydrant is severely compromised and the entire north lane has sunken. It is suspected a waterline failure might be the cause. If the project is postponed and rebudgeted accordingly, this problem could be incorporated and corrected.
8. Several existing streets in the City are in dire need of repair. Although Whalen does present several benefits if constructed, I would like to see the City use it funds to maintain and repair the streets that need it the most.



Agenda Statement

File #: 17-0294 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 5/26/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Monthly Treasury Report - April, 2017

Sponsors: City Council

Indexes:

Code sections:

Attachments: [TREASURY April, 2017.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Monthly Treasury Report - April, 2017

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: Click here to enter text.

Unencumbered Balance: Click here to enter text.

Funding Source: Click here to enter text.

RECOMMENDATION:

n/a

SUMMARY STATEMENT:



Agenda Statement

File #: 17-0295 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 5/29/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: First Quarter Financial Summary

Sponsors: City Council

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

First Quarter Financial Summary

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

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

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

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Page Contents:

- | | |
|----|--|
| 1 | Revenue, Expense, Fund Balance - Budget vs. Actual |
| 5 | Explanatory Notes |
| 6 | Capital Facilities (CIP) Fund |
| 8 | Reserve Funds |
| 9 | Major Maintenance Reserve |
| 11 | Permanent Fund |
| 16 | Health Insurance Reserve |



Agenda Statement

File #: 17-0296 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 5/31/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Contract Amendment #18 with R&M Consultants, Inc. for Construction Administrative Services

Sponsors:

Indexes:

Code sections:

Attachments: [R&M.Contract Amendment #18.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Contract Amendment #18 with R&M Consultants, Inc. for Construction Administrative Services

SUBMITTED BY: Dean Day, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$35,000.00

Unencumbered Balance: N/A

Funding Source: Original 310-6450-58444, Current 310-6450-58000

RECOMMENDATION:

Receive and file. The amount of this amendment is within the city manager's signing authority.

SUMMARY STATEMENT:

Capital Facilities would like to report this contract amendment to extend construction administration services until June 20, 2017. The previous Capital Facilities Director's intention was to have the Phase II proposal on the June 6th meeting. Therefore, the last contract amendment extended services to June 9th. However, with the inter-department transitions and the change in scope direction, it is advantageous to have two more weeks to thoroughly develop this scope. This assures no lapse in service until a Phase II proposal can be brought to Council on June 20th.

R&M and Arcadis are preparing proposals for the entirety of Phase II and have to coordinate efforts not to overlap or miss aspects of services that are required.



Agenda Statement

File #: 17-0297 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 5/31/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Contract Amendment #7 to Arcadis, Inc. for Project Management Services - New Boat Harbor Project

Sponsors:

Indexes:

Code sections:

Attachments: [Arcadis Contract Amendment #7.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Contract Amendment #7 to Arcadis, Inc. for Project Management Services - New Boat Harbor Project

SUBMITTED BY: Dean Day, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$15,000.00

Unencumbered Balance: N/A

Funding Source: Original 310-6450-49551, Current 310-6450-58000

RECOMMENDATION:

Receive and file. The amount of this contract amendment is within the city manager's signing authority.

SUMMARY STATEMENT:

Capital Facilities would like to report this contract amendment to extend construction administration services until June 20, 2017. The previous Capital Facilities Director's intention was to have the Phase II proposal on the June 6th meeting. Therefore, the last contract amendment extended services to June 9th. However, with the inter-department transitions and the change in scope direction, it is advantageous to have two more weeks to thoroughly develop this scope. This assures no lapse in service until a Phase II proposal can be brought to Council on June 20th.

R&M and Arcadis are preparing proposals for the entirety of Phase II and have to coordinate efforts not to overlap or miss aspects of services that are required.



Agenda Statement

File #: 17-0298 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 5/31/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Foreclosure Process for Delinquent Taxes

Sponsors: City Council

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Foreclosure Process for Delinquent Taxes

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

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

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

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

The City has several years of delinquent property taxes outstanding. The foreclosure process enables the City to collect these delinquent amounts, including penalties, interest, and related legal fees.

The City has retained LeVesque Law Group to assist with this process. LeVesque has performed these services for the City previously.

On May 26th, Finance staff mailed delinquency notices for all outstanding amounts through 2016. On June 28th, LeVesque will file a Petition for Judgment of Foreclosure with the Superior Court for any unpaid amounts for tax years 2010, 2011, and 2012. Current delinquent amounts for these years total approximately \$87,000.

Later this summer, Finance Staff will initiate the foreclosure process for tax years 2013-2016.

Current delinquencies for these years total approximately \$350,000.

Finance staff is reviewing internal procedures with the intention of initiating the foreclosure process annually in January for the preceding year. Annual budgets will reflect related legal services, though these fees will be largely if not completely reimbursed by the delinquent taxpayers.



Agenda Statement

File #: 17-0299 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 5/31/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: 1st Quarter 2017 Travel Report - City Council, City Manager, & City Clerk

Sponsors:

Indexes:

Code sections:

Attachments: [Council_City Manager_City Clerk Travel Report - 1st Quarter 2017](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

1st Quarter 2017 Travel Report - City Council, City Manager, & City Clerk

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

The 1st quarter 2017 travel report for City Council, City Manager, and City Clerk is attached for Council review.



Agenda Statement

File #: 17-0300 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 5/31/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Lloyd Tremmer House Abatement Report

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Lloyd Tremmer House Abatement Report

SUBMITTED BY: Lisa Von Bargen, CD Director

FISCAL NOTES:

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

RECOMMENDATION:

None. Report only.

SUMMARY STATEMENT:

Glen & Vernell Sodergren appeared before the City Council at the first meeting in May requesting an update on the status of abatement proceedings on the Lloyd Tremmer house. This home is located at the corner of Hazelet and Mendeltna Streets.

In 2015, due to illness, Mr. Tremmer was “evacuated” from the home by EMS personnel and he was transferred to Anchorage for care where he remained until his passing that same year. Prior to his death, Mr. Tremmer named his stepdaughter, Leslie McNamara of Washington State, as Power of Attorney. That summer the City officially condemned the house due to its condition and began the initial abatement proceedings. This included having an engineering assessment completed to determine if the structure was salvageable. The engineer determined the “bones” of the house (with the exception of one corner of the foundation) to be sound. However, the inside condition of the house was, and continues to be a very serious health hazard. Prior to his departure from the house Mr. Tremmer did not have access to sanitary facilities within the home. In addition to that issue, the

home is stacked several feet thick of miscellaneous items including household goods, personal belongings, and unfortunately a significant amount of solid waste (garbage).

Staff began working with Ms. McNamara to find a solution. Thankfully, one presented itself several times over. A minimum of six different people approached Community Development staff asking to purchase the property so they could demolish the existing structure and build a new home. All of those inquirers were connected with Ms. McNamara in hopes she would sell the property and the new private owners would address the abatement issue without the City having to go through an extensive legal process.

Unfortunately, Mr. Tremer passed away, and with that any legal standing Ms. McNamara had as Power of Attorney. Her only documentation is a copy of Mr. Tremer's will. Without an original copy she has no ability to do anything with the property. Ms. McNamara has not been in a position where she could travel to Alaska to go through the house. She attempted, without success, to arrange for a family friend to go through the house on her behalf to search for the original copy of the will and other important family belongings. That effort went so far as the Police Department ready with a key to the lock on the house to assist the family friend in getting into the structure. Staff had also provided her with information on how the items (including waste in the home) could be disposed and the costs associated with it. Ms. McNamara was unable throughout last year to find any assistance.

Prior to the May 2nd meeting CD staff met with the engineer who performed the structural evaluation to enquire if the house is still stable. The opinion of the engineer is that the failing corner has likely gotten much worse over the past two years. Following the request by the Sodergrens, staff reached out to Ms. McNamara to advise her that the City has no choice but to move forward with formal abatement proceedings unless she is able to provide an alternative.

As luck would have it Ms. McNamara has a friend currently driving the ALCAN Highway to Alaska who has volunteered to go through the Tremer house in hopes of finding the original copy of the will, and other important items. Staff will be working with this person to arrange for access to the house and disposal of things as might be necessary. No definitive timeframe for completion of this task has been identified as the exact arrival date of Ms. McNamara's friend is yet unknown. Upon her arrival staff will work with them to develop an end date for access to the house. It is the hope that the original copy of the will can be located and Ms. McNamara can sell the property to someone who will take on the responsibility of demolition and removal of the structure and its remaining contents. If it cannot be located, the City may have to go through an extensive court procedure to gain access to the property to abate the issue. That is the least desirable scenario.

Currently \$1,390 is owed to the City for 2016 taxes, interest and penalties. Prior to that Mr. Tremer qualified for the Senior Citizen exemption under which no taxes were owed. Following his passing, the property no longer qualifies for the exemption.

If the City ends up being responsible for the abatement of the property a lien for the cost of the effort will be put on the property. The City can use the foreclosure process to obtain title for the home and eventually (after seven years of no claim or payment) the City will obtain clear title to the property and it can be sold to recoup the costs of the abatement and back taxes - again the least desirable scenario.

Staff will continue to provide updated reports to the Council.



Agenda Statement

File #: 17-0301 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 6/1/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Alaska Pacific Development MOU

Sponsors:

Indexes:

Code sections:

Attachments: [MOU -Valdez 9 28 16 LVB amendments to v 6 22 2016final1.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Alaska Pacific Development MOU

SUBMITTED BY: Elke Doom, City Manager

FISCAL NOTES:

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

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

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

RECOMMENDATION:

Schedule work session for further discussion by city council and staff.

SUMMARY STATEMENT:

The City has received a revised draft memorandum of understanding from Alaska Pacific Development Inc. and Irwin Development Group, LLC. regarding development of an affordable housing project in Valdez.

Following receipt of a prior proposal from Alaska Pacific Development, the city council gave direction to administration to issue a request for proposals (RFP) to determine if there was interest by any other entity to develop affordable housing in Valdez. The Community Development Department has compiled information relevant to this request and would like to schedule a work session with the city council on July 20th to discuss the topic of housing and land development. Discussion will include the current draft proposal from Alaska Pacific Development.



Agenda Statement

File #: 17-0302 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 6/1/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Legal Billing Summary - April 2017

Sponsors:

Indexes:

Code sections:

Attachments: [Legal Billing Summary - April 2017 - Brena, Bell, & Clarkson](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Legal Billing Summary - April 2017

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Legal billing summary for April 2017 attached for City Council reference.



Agenda Statement

File #: 17-0303 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 5/31/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Mayor's Report - June 6, 2017

Sponsors:

Indexes:

Code sections:

Attachments: [Mayor's Report – June 6, 2017](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Mayor's Report - June 6, 2017

SUBMITTED BY: Mayor Ruth E. Knight

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Mayor's report respectfully submitted for Council consideration.



Agenda Statement

File #: 17-0304 **Version:** 1

Type: Appendix Item **Status:** Agenda Ready

File created: 5/31/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Council Calendars - June & July 2017

Sponsors:

Indexes:

Code sections:

Attachments: [City Council Calendar - June 2017](#)
[City Council Calendar - July 2017](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Council Calendars - June & July 2017

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

City Council calendars for June and July 2017 for Council reference.



Agenda Statement

File #: 17-0305 **Version:** 1

Type: Appendix Item **Status:** Agenda Ready

File created: 6/1/2017 **In control:** City Council

On agenda: 6/6/2017 **Final action:**

Title: Letter from Governor Walker's Office Regarding Funding for Alaskan Infrastructure Projects

Sponsors:

Indexes:

Code sections:

Attachments: [Letter from Governor Walker's Office RE Funding for AK Infrastructure Projects](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Letter from Governor Walker's Office Regarding Funding for Alaskan Infrastructure Projects

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

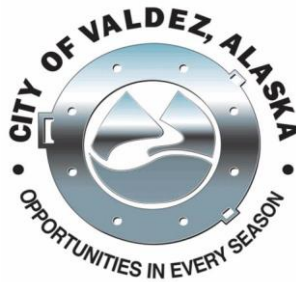
Receive and file.

SUMMARY STATEMENT:

Letter from Governor Walker's office regarding funding for Alaskan infrastructure projects attached for Council reference.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, March 28, 2017

6:00 PM

Special Meeting

Council Chambers

City Council

SPECIAL MEETING AGENDA - 6:00 PM**I. CALL TO ORDER**

Mayor Knight called the meeting to order at 6:00 p.m. in Valdez City Council Chambers.

II. ROLL CALL

Present: 5 - Mayor Ruth E. Knight
Council Member Nate Smith
Council Member Christopher Moulton
Council Member Lon Needles
Council Member Ryan Rydor McCune

Absent: 2 - Council Member H. Lea Cockerham
Council Member Dennis Fleming

Also Present: 4 - City Manager Elke Doom
Deputy City Clerk Allie Ferko
City Attorney Tony Guerriero
Assistant City Manager Todd Wegner

III. UNFINISHED BUSINESS

1. Approval of Renewal of Employee Health Care Plan and Insurance Broker Contract for Twelve Months Beginning April 1, 2017, and the Business Associate Agreement (Postponed from Regular Meeting of March 21, 2017)

MOTION ALREADY ON THE FLOOR.

Mayor Knight explained she spoke with both the business manager at Valdez City Schools and the City Finance Director. She stated on Exhibit 4A there needed to be a clarification on the meaning of the data provided. The "new amount" is not the amount being approved, that is "up to amount" which could be changed with grandfather status under Affordable Care Act (ACA). Mr. Brian Carlson, City Finance Director, and Mr. Craig Kestran, Alaska USA Insurance Broker, confirmed this as true. Mayor Knight asked Mr. Kestran to provide clarification or explanation in the document in subsequent years.

Mayor Knight asked if adding contraception benefits to the health insurance plan, at a 1% to 2% cost increase, could be added without loss of grandfather status under the Affordable Care Act. Mr. Kestran explained the ACA was implemented March 2010. At the time, employers could retain their current health insurance plan under certain conditions and limitations. This retention is termed "grandfather status". Limitations included the thresholds for changes you could make to the plan design before losing grandfather status. Mr. Kestran explained you do not lose grandfather status by adding a benefit. You would lose the status if you take away benefit beyond the degree to which the ACA allows. Mr. Kestran provided several examples of these types of situations. Mayor Knight asked if the contraception benefit was added and then later removed, if this would cause a loss of grandfather status. Mr. Kestran explained status would not be lost because the contraception benefit was not part of the 2010 plan.

Mayor Knight requested clarification of the terminology in the contract which states the insurance broker as the insurance companies' agent and can receive commission s, bonuses, and other compensation from those companies. Mayor

Knight expressed concerns the verbiage might be a conflict of interest as the broker should be attempting to secure the best insurance plan price for the City. Mr. Kestran explained the parent company, Digital, can obtain an override commission from an insurance carrier. He explained there are no such situations in place for the basic health insurance plan for the City or School District. The only commissionable product on the plan is the voluntary life insurance benefit, which is commissionable at 10%.

Mayor Knight stated the company Digital recently purchased Alaska USA Brokers. She asked Mr. Kestran to explain why this is a benefit to the City and School District. Mr. Kestran explained it is actually a partnership, not a merger. Digital has a legal compliance team and now Alaska USA Brokers have access to that resource. This is beneficial to retain compliance with the ACA. Digital also has an analytics department which can do a deep analysis of past claims data to determine trends. This data helps in creation of strategies to impact those cost drivers. Digital also has several online and technology solutions which might make processes easier. Mr. Kestran provided several examples of how these resources would benefit the City and School District.

Mayor Knight stated the City Attorney reviewed the contract and the state jurisdiction was corrected to Alaska.

Mayor Knight asked if a broker RFP would be released in the future. Mr. Carlson stated this would be done next year. He suggested a better time to talk through higher altitude goals for the health insurance plan, such as cost targets or longer term goals, should be during annual operating budget time annually each fall. The negotiations between the broker and the providers occur right up until annual plan renewal time. Once the details are negotiated, they provide the City with renewal data. This does not give sufficient time to allow for conversations and debate with employees, administration, City Council, and others. However, if the City Council could discuss and provide basic guidance and parameters to the broker during budget time.

Mr. Kestrel added one of the higher cost components of the plan is stop-loss insurance which protects the City in the event of high-cost claims. Before the stop-loss carrier can provide the broker a renewal number, they must have at ten months of claims experience to review. Doing this process many months before plan renewal could have a negative effect, up to a 2% to 5% increase, on overall stop-loss benefit cost to the City. Mr. Kestrel explained benefit components and other plan features could be discussed and decided upon earlier in the process, but final costs would be based upon aggregate claims history through the early part of each year. He stated it would not be a problem to start discussions in the fall, but the final plan would not be in complete with updated costs until March. Mayor Knight stated she would prefer the plan to come before City Council in February, as it feels last minute and rushed in making a decision. Mr. Kestrel stated he can work with bringing the plan to City Council in late February.

Council Member Moulton stated those on Council who are not on the plan do not necessarily understand the nuances of the plan and its benefit coverage. He explained he would like the City Employee Relations Team to provide suggestions and input to City Council in September or October. He stated, however, if everything looks good and there is no need to make changes desired by the employees, City Council can just discuss the financial side of the plan.

Council Member Smith stated he preferred health insurance plan discussions begin in the fall during budget time.

VOTE ON THE MOTION:

Yays: 5 - Mayor Knight, Council Member Smith, Council Member Moulton,
Council Member Needles and Council Member McCune

Absent: 2 - Council Member Cockerham and Council Member Fleming

IV. RESOLUTIONS

- 1. #17-10 - Authorizing the Subordination and Consent with Crowley Petroleum Distribution Inc. for the Lease of a 7,430 Square Foot Portion of USS 495 (Postponed from Regular Meeting of March 21, 2017)**

MOTION ALREADY ON THE FLOOR.

Ms. Lisa VonBargen, City Community Development Director, explained all changes had been made to the lease and approved by the City Attorney.

VOTE ON THE MOTION:

Yays: 5 - Mayor Knight, Council Member Smith, Council Member Moulton,
Council Member Needles and Council Member McCune

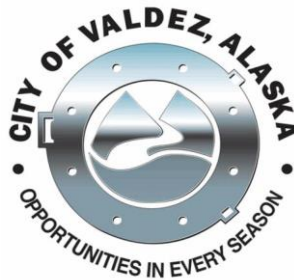
Absent: 2 - Council Member Cockerham and Council Member Fleming

V. ADJOURNMENT

There being no further business, Mayor Knight adjourned the meeting at 6:24 p.m.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, April 25, 2017

6:00 PM

Special Meeting

Work Session (City Employee Controlled Substance Policy)

Council Chambers

City Council

SPECIAL MEETING AGENDA - 6:00 PM**I. CALL TO ORDER**

Mayor Knight called the meeting to order at 6:00 p.m. in the Valdez City Council Chambers.

II. ROLL CALL

Present: 6 - Mayor Ruth E. Knight
Council Member Nate Smith
Council Member Christopher Moulton
Council Member Lon Needles
Council Member H. Lea Cockerham
Council Member Ryan McCune

Absent: 1 - Council Member Dennis Fleming

Also Present: 5 - City Manager Elke Doom
Deputy City Clerk Allie Ferko
City Attorney Tony Guerriero
City Attorney Jake Staser
Assistant City Manager Todd Wegner

III. NEW BUSINESS**1. Approval of Contract Award to Harris Sand & Gravel for Copper Avenue Erosion Protection and Gravel Extraction in the Amount of \$1,088,500**

MOTION: Council Member Smith moved, seconded by Council Member Cockerham to approve contract award to Harris Sand & Gravel for Copper Avenue Erosion Protection and Gravel Extraction in the amount of \$1,088,500. The motion carried by the following vote after the following discussion occurred.

Mr. Allen Crume, Valdez resident, asked if gravel extraction permits are in place for the project. Mr. Scott Benda, City Capital Facilities Project Manager, explained DOWL Engineering is handling permitting on behalf of the City. DOWL indicates gravel extraction may begin May 4th. Mr. Benda explain, if the contract is approved, the contractor will begin clearing the gravel storage sites tomorrow.

Mr. Allen Crume asked if the City obtained clearance from the property owners in the area of the project. Mr. Benda stated the area utilized is on City land and access through privately owned land is not needed.

Council Member Needles asked for details on the bidders for the project. Mr. Benda explained the project was bid for 14 days, with only one bid received. Several other contractors traveled to Valdez to view the project area. Mr. Benda stated he believes the City only received one bid because the project needs to be done quickly. Thus, it has a short 30-day completion timeline.

Mr. James "Hotai" Williams, Valdez resident, stated he is speaking on behalf of the owners of private property adjacent to Valdez Glacier Stream. He explained he has concerns with heavy equipment transiting across a salmon spawning stream

near the construction site. Mayor Knight explained during a recent Mayor's Flooding and Gravel Extraction Task Force meeting, Alaska Department of Fish and Game (ADF&G) expressed no objections to the construction projects in or around Valdez Glacier Stream. Mr. Williams explained his concern is with the smaller tributary stream that feeds into the Valdez Glacier Stream, which he believes is a fish bearing stream. He stated he contacted ADF&G directly regarding his concerns.

Mr. Williams stated he spoke with Mr. Tom Landy, an adjacent private property owner. He explained he advised Mr. Landy to not allow the City or State of Alaska permission to cross his property for this project. Mr. Williams stated Mr. Landy will not allow City employees or contractors access to his property unless the City purchases his property. Mr. Williams also expressed concerns with the placement of proposed dikes for the Valdez Glacier Stream.

Mr. Williams stated he discussed with Mr. Landy the value of his property and his recommendations for purchase price. Mr. Williams discussed a few historical concerns with City interaction with the property.

Mayor Knight asked Mr. Benda if access to the property being discussed crossed private property. Mr. Benda explained dikes one through four will be built upstream of the property described by Mr. Williams. Mr. Benda stated, while he cannot speak to the contractor's exact means and methods, access to the project site can be accessed through City property. A temporary bridge is also an option. Mr. Benda stated the Valdez Glacier Stream is not a catalogued salmon stream. He stated the Landy property will come into play in a separate NRCS project. He stated gravel will be stockpiled on City land, and he is not concerned regarding private property access for the project currently being discussed.

Mr. Staser stated the current Copper Avenue traverses Mr. Landy's land. The publically maintained road has been in place for several decades. He explained the City has a prescribed easement to use the road to access its own property.

Mr. Staser explained, as a matter of courtesy, he did reach out to Mr. Landy to ask for access to Copper Avenue free of interference from Mr. Williams or otherwise. Mr. Staser stated he is in the process of negotiating with Mr. Landy for the purchase of that land for flood mitigation purposes. The land sale, once negotiated, must be approved by City Council.

Mr. Williams provided a brief synopsis of the historical background of Copper Avenue. He stated he does not believe the City paid or is paying Mr. Landy rent for the Copper Avenue easement. Mr. Williams recommended to Mr. Landy that he ask for back rent for the easement. He explained he does not believe the placement or use of the easement was handled appropriately by the City.

Mr. Rick Wade, Valdez resident, stated he believes the plan design as presented will create more, not less issues with movements of the stream. He stated he feels the engineers and others involved in the design do not have correct information by which to make good decisions. He also expressed concerns with the lack of involvement of adjacent landowners in the decision making process.

Mr. Wade stated he believes City and contract staff were not necessarily following

input of task force members. He explained it appears task force conversations were turned into action without closing the loop with citizen task force members. He stated he feels more time should be taken to better work out the details of design and the plan before moving forward. He stated the City does need to get in and remove the gravel. However, he would like to see a change in the personnel responsible for overseeing the project. He stated, in his opinion, the location of the lower dikes should also be modified. Mining in the main channel of the stream will be the main solution to the dealing with flooding.

Mayor Knight clarified that gravel extraction will occur as part of the contract being discussed. She stated, as verified by the City's contract hydrologist, the kicker dikes will help divert the water back into the main stream channel. She explained many of the concerns expressed by both Mr. Williams and Mr. Wade relate to the NCRS project at the mouth of the stream. She stated the Flooding and Gravel Extraction Task Force, as well as DOWL engineers and hydrologists, supported the gravel extraction plan.

Mr. Crume stated there was no formal vote during the last Task Force meeting. He believes staff agreed with the plan, but the citizen members did not necessarily agree.

Mr. Williams provided his recollection of management of the Glacier Stream in 2003 and 2004. He stated he believes a new deep channel should be created in the stream. He recommended the City Council table the item until additional details can be explored.

Council Member Needles stated he believes the project is poorly planned and will not work. He explained he would have liked to have had the opportunity to speak with the DOWL engineer and ask questions prior to voting on the item. He stated he believes the project will be a failure. Mayor Knight stated she stated questions were asked in detail of both the DOWL engineer and hydrologist as part of the Flooding and Gravel Task Force meeting process.

Council Member McCune asked if a hole is dug in the sandbar, what will prevent it from filling in again. He also asked if the dog leg outlined in the design would be feathered into the main channel. Mr. Benda stated when he first reviewed the plans, he had similar concerns. He was present for the gravel extraction work in 2015 and watched the main channel fill in after extraction. He explained the height, width, and depth of the gravel material being removed is based upon scientific measurements and hydrology to mimic what the river is doing naturally. In the past, the channel was dug too deep, it slowed the water, and material filled in quickly. He stated there is more to the process than merely moving gravel out of the stream bed.

Mr. Benda explained gravel removed as part of this project will be stockpiled and used for the NRCS project.

Council Member Smith stated the flooding and gravel extraction process has been discussed for a long time. He expressed frustration that requests have been made to delay the project when proactive measures are finally being taken based upon the input of professional hydrologists and engineers. He expressed concern that there may be greater repercussions if no action is taken. He explained a few

different options may have to be explored and a maintenance plan must be put in place. He encouraged everyone to work together to keep the project moving forward.

Council Member Cockerham stated he agrees this is the first phase of a multi-year project and something needs to get done this year. He explained the understands the high cost of the project and the reason for receiving only one bid, however would have preferred to have a longer bid window.

Council Member McCune stated extraction work should have begun in mid-March. He asked for additional information on the selection of the site for the gravel stockpile. Mr. Benda explained the site is right next to the future location of the NRCS dike. The gravel will be used for that project to lower the cost.

Council Member Smith explained this is a plan that came together with professional and community input. A lot went into the design and plan and now the work needs to get done.

VOTE ON MOTION:

Yays: 5 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Cockerham, and Council Member McCune

Nays: 1 - Council Member Needles

Absent: 1 - Council Member Fleming

2. Approval of Contract Award to Pacific Pile & Marine for Phase 2 of the Valdez New Boat Harbor Project in the Amount of \$24,907,321

MOTION: Council Member McCune moved, seconded by Council Member Smith to approve contract award to Pacific Pile & Marine for Phase 2 of the Valdez New Boat Harbor Project in the amount of \$24,907,321. The motion carried by the following vote after the following discussion occurred.

Council Member Needles asked how soon Arcadis and Mr. Rozak would begin project management for Phase 2. Mr. Jason Miles, City Capital Facilities Director, explained the City is in discussions with Arcadis regarding project management. However, an RFP will be released for project management bids as required in City Code.

Council Member Smith asked Mr. Miles to explain the basic bid and selection process, as well as bid modifications. Mr. Miles explained that until bidding closes, the City will accept bid modifications. This means bidders have until bid close to provide the City with an update to their pricing. After bid closing, bids are opened by staff.

Mr. Miles explained R&M Consultants were tasked with putting together a comprehensive bid package to complete the remainder of the New Harbor Project in one contract. Plans were put out to bid in March. Bids were opened on April 14th with Pacific Pile & Marine as the lowest bidder. Four bids total were received, with the lowest three bidders being very close in price. Mr. Miles stated this speaks to a tight design package. The engineer's estimate is only a 2% difference from the low bid. Mr. Miles explained there is enough money in the budget to complete Phase 2

of the project, as bid, and he could not be more satisfied with the bid results.

Council Member Moulton stated Western Marine is currently conducting work in the new harbor basin. He asked if that company retains control of that area for the near future. Mr. Miles stated Western Marine generally retains control until the end of 2017. Council Member Moulton asked if Western Marine's presence would have any impact to the work for Phase 2. Mr. Miles explained following bid opening, he and Mr. Kim Nielson from R&M had a conversation with Pacific Pile & Marine to better understand elements of their bid package. Part of that conversation was a discussion regarding schedules and Western Marine's presence in the area.

Mr. Miles explained Pacific Pile does not have in-water work scheduled until March 2018, which will prevent conflicts with Western Marine. He also explained Pacific Pile estimates the project completion date as September or October 2018, well ahead of the previously projected schedule.

Council Member Moulton asked if there are preexisting conflicts between Western Marine and any of the contractors who bid on the project. Mr. Miles explained contracting can be a cutthroat business and legal issues can arise as part of the process or project. However, it is written into the contract documents that Pacific Pile must coordinate with Western Marine especially on Uplands work. The bid is structured to state in-water work cannot begin until Western Marine is out of the basin. The bid package was structured around what was known at the time, which included the Army Corps of Engineers contract with Western Marine for basin work through the end of 2017. Mr. Miles stated there will be contractors working around each other, but he does not anticipate conflicts.

Mayor Knight asked if the proposed contract award went to the Ports & Harbor Commission. Mr. Miles stated these types of contracts go to the Commission first for review, input, guidance, and recommendation to City Council. He explained the Commission met the previous Friday and recommends moving forward with awarding Pacific Pile & Marine the contract.

Mr. Miles explained staff looked very closely at the difference between the lowest bidder and the second lowest bidder, a local contractor. Staff would need to provide a very clear, valid reason if they went with the second lowest bidder. Mr. Miles stated this justification did not exist. However, there is a portion of the contract that encourages local hires by the contractor for the project. He explained Pacific Pile has already expressed the intention to work with several local subcontractors.

Mr. Crume asked if Phase 2 of the project is still within the bounds of the budget. Mr. Miles stated yes it is within the budget, with money to spare.

VOTE ON MOTION:

Yays: 6 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Needles, Cockerham and McCune

Absent: 1 - Council Member Fleming

IV. RESOLUTIONS

1. **#17-14 - Amending the 2017 City Budget by Reallocating Previously Appropriated Funds Totaling \$2,011,795 among the Flood Mitigation Maintenance Reserve, the Master Planning Reserve and the Capital Facilities Fund, to Reflect Appropriations for Specific Flood Mitigation Projects**

Mayor Knight noted the resolution published online was amended prior to the meeting to correct the total amount of funds to be reallocated. The motion for this agenda item needed to include the correction.

Council Member Smith moved, seconded by Council Member McCune to approve Resolution # 17-14 amending the 2017 City Budget by reallocating previously appropriated funds totaling \$2,011,795 among the Flood Mitigation Maintenance Reserve, the Master Planning Reserve, and the Capital Facilities Fund, to reflect appropriations for specific flood mitigation project. The motion carried by the following vote after the following discussion occurred.

Council Member McCune asked what caused the difference between the published amount and the amount being voted upon. Mayor Knight explained the increase of \$535,790 came from adding the Glacier Stream Emergency Watershed Match.

VOTE ON THE MOTION:

Yays: 6 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Needles, Cockerham and McCune

Absent: 1 - Council Member Fleming

IV. ADJOURNMENT

There being no further business, Mayor Knight adjourned the special meeting at 6:55 p.m.

WORK SESSION AGENDA – 7:00 PM Controlled Substance/Alcohol Policy

Minutes not transcribed for work sessions. Audio available online or by request.

Fiber to the Home and Premium Internet Speeds



Topics for Discussion

- Fiber to the Home Project
- Launch of Premium Internet Speeds



Fiber to the Home

- **Summer 2016**
buried conduit to over
700 Valdez homes



- **Winter 2016/2017**
received fiber optic
cable, spliced cable



- **Summer 2017**

- run fiber optic segments in the conduit
- attach fiber to homes
- install new electronics IN THE HOME



Benefits: Fiber vs. Copper

- Fiber more resilient
- Copper at the end of useful life – needs to be replaced
- Fiber supports vastly higher Internet speeds
- Fiber “Future Proofs” the home and prepares it to be the home of tomorrow

Home of Tomorrow

- More connected devices used simultaneously
 - *Between 7-30 in homes today*
 - *Growth forecasted*
- More video
 - *And higher definition*
- Live synchronous video chat and gaming
- Increased demand by the home office
 - *Video conferencing*
 - *Data base access*
 - *Remote VPN to the office network*



Help us Help You!

- Answer our calls as we work our way through town this summer
- Residents in Mineral Creek Heights, Black Gold, or are on Ptarmigan, call us now
- Make and keep the conversion appointment



Premium Internet Speeds

- FIRST in Alaska to offer 1 Gig UNLIMITED, UNRATCHETED to rural residential customers.
- New and higher download AND upload speeds
- Some locations out of the core will continue to be served by copper for a couple of years
 - Up to 50 Mbps in all parts of service area



Thank you!



Application Form

Profile

Susan

First Name

Love

Last Name

susannielsen907@gmail.com

Email Address

PO Bo

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

421 West Mendeltna

Home Address

Po Box 962

Suite or Apt

Valdez

City

AK

State

99686

Postal Code

Mobile: (907) 255-6002

Primary Phone

Business: (907) 834-1645

Alternate Phone

Prince William Sound College -
University of Alaska

Employer

Advisor - Admissions &
Financial Aid

Occupation

Which Boards would you like to apply for?

Economic Diversification Commission: On Agenda

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 am interested in volunteering locally, and because the need to diversify our local economy seems more important than ever, I would like to work with other commissioners on this initiative.

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

I was born and raised in Valdez, and since returning as an adult, I am interested in using my experiences and skills to benefit the town that provided so much for me. I have experience in managing a small business by working at my family's local store and cafe. I've worked in tourist industries in both Alaska and in California. More recently, my work has focused more on marketing, non-profits, and in financial advising. This breadth of experience in different industries, combined with my recently earned Masters in Public Administration gives me skills that could be put to good use on the Economic Diversification Commission.

Question applies to Economic Diversification Commission.

Please mark the industry sector seat for which you are applying (choose one). *

☒ Professional Services (Attorney, Engineer, Banker, Real Estate, Media, etc.)

Question applies to Economic Diversification Commission.

Please describe your qualifications to represent your selected industry sector.

While I work in higher education, I listed Professional Services as the category since I am in an advisor position. I have a good understanding of how the University of Alaska operates, and of different trends and changes in both higher education, industry needs in Alaska as far as educational programs are concerned, and in student needs. This insight could be helpful in understanding training and educational needs for changes in our local economy.

Question applies to Economic Diversification Commission.

Please describe your vision for the economic future of Valdez.

I think that Valdez can continue to be an attractive place to live for people interested in recreating outdoors, raising families in a safe community with good public schools, as long as there are decent jobs and affordable housing available (those are two large barriers that we will have to work to address). As far as job markets go, Valdez has the opportunity to expand maritime industries through the new harbor expansion and as an ice-free port. I'd like to explore ways of creating connections with and attracting businesses to Valdez to use it as a base of operations.

[SusanLoveCOVCommissionResume.doc](#)

Upload a Resume or Letter of Interest

Susan Love

PO Box 962
Valdez, AK 99686
907.255.6002
susannielsen907@gmail.com

Experience

Prince William Sound College July 2014-present Valdez, AK

Admissions & Financial Aid Coordinator

- Advised new and returning students on financial aid processes
- School Certifying Official for all student veterans
- Chaired Marketing Committee
- Designed marketing and recruitment efforts for PWSC
- Chaired Scholarship Committee

Kiva January 2014-June 2014 Pittsburgh, PA

Kiva Fellow

- Supported Kiva's newest microloan initiative, Kiva Zip, in western Pennsylvania
- Identified, on-boarded new trustees and borrowers
- Provided training, consultations on Kiva Zip practices to local stakeholders
- Raised awareness of Kiva Zip through community outreach, public speaking engagements
- Created, distributed marketing content via Kiva.org, social media, and local media
- Planned kickoff event in conjunction with Kiva City Initiatives in March 2014

UpTo Know Good March 2014-June 2014 Pittsburgh, PA

Program Manager

- Manager of pop-up creative marketing and education firm
- Supervised freelance staff and appointment scheduling
- Conducted business outreach and development through collaboration with local corporations
- Marketed UpTo events through social media, door-to-door business introductions
- Tracked business participation, services rendered in event reports
- Created budgets for pop-up events

Christie Communications May 2013-December 2013 Santa Barbara, CA

Account Executive

- Managed seven international and domestic client accounts within the Gourmet Foods Division
- Developed and executed comprehensive marketing & media relations plans and campaigns
- Wrote technical & creative copy for B2B/B2C markets
- Managed social media, email marketing campaigns
- Secured online, print, TV, and radio placements in global and national media publications

Santa Barbara Winery November 2011-November 2013 Santa Barbara, CA

Tasting Room Shift Manager and Associate

- Communicated brand information to local distributors, trade, and consumers
- Assisted in management of 1200 member wine club
- Conducted weekly and monthly inventory of wine and retail sales

A Rogue's Garden August 2008-2011 Valdez, AK

Assistant Manager

- Aided in the management of retail natural food store/cafe
- Trained kitchen/serving/barista staff of six
- Performed bookkeeping duties – deposits, supply ordering, accounting
- Coordinated inventory orders between 16 different vendors

Valdez Youth Court March 2010-March 2011 Valdez, AK

Program Director

- Directed diversionary youth justice non-profit program
- Responsible for grant writing/updating and fiscal reports
- Wrote legal documents, budget proposals, funding requests
- Performed intake interviews with juvenile defendants, parents

- Oversaw court hearings, meetings and training for youth court members

Stan Stephens Glacier and Wildlife Cruises Summers 2003-2012 Valdez, AK
Captain/Crew Chief

- Drove 60'-80' vessels on daily sightseeing cruise through Prince William Sound
- Supervised up to five crewmembers, 130 passengers
- Narrated trip with information on natural and political history of area

Pangaea Adventures May 2009-July 2010 Valdez, AK
Captain

- Operated 36' jet boat and 30' outboard motor vessels
- Responsible for shuttling kayak groups in Northeastern PWS

Education

University of Alaska Southeast	2015-2017	Juneau, AK
• Masters of Public Administration		
University of San Francisco	2002-2006	San Francisco, CA
• B.A. in History		
• University Scholar recipient 2002-2006		
Keble College, Oxford University	Sept 04-May 05	Oxford, England

Certifications & Skills

- Microsoft Office Suite, Adobe PhotoShop, CisionPoint, HootSuite, Dropbox, SalesForce
- Valid Driver's License
- First Aid/CPR certified by American Red Cross
- TWIC holder
- USCG 100 ton Master's License (Captains License)

Application Form

Profile

Felicia

First Name

Rogers

Last Name

fnrogers19@icloud.com

Email Address

P.O. Box 546

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

5220 Wilderness Lane

Home Address

Suite or Apt

Valdez

City

AK

State

99686

Postal Code

Mobile: (305) 505-6190

Primary Phone

Business: (907) 202-0992

Alternate Phone

R.M. Giesbers Holdings Inc.

Employer

Consultant

Occupation

Which Boards would you like to apply for?

Economic Diversification Commission: On Agenda

How did you learn about this vacancy? *

☒ City Website

☒ Social Media

Interests & Experience

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

I am transplant to Valdez and have fallen in love with it's beauty and charm. I often describe out small town as having "everything you need, but maybe not everything you want" and I think that others would agree with my sentiments. I am a entrepreneur, have both won and lost at that game, and was very involved in the UT Chamber and other local networking groups. I'd like to think that I could bring some insight into the commission with regards to helping small businesses work together to see their own economy thrive. I have an extensive background in event planning and production and believe that will prove useful to the cultivation of more community connections.

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

Felicia Rogers is a native of Homestead, Florida, an agricultural community lying between the City of Miami and the Florida Keys, where she lived, attended school and was highly involved in community and church activities. She attended Miami-Dade College concurrently while in high school and earned her Associates of Science in Mass Communications upon high school graduation at age 17. Felicia went on to attend Liberty University, in Lynchburg, Virginia, where she played softball and studied Interdisciplinary Studies, focusing on business and communications. It was during this time that she began her career with Sodexo Campus Services as a student worker washing dishes in the dining hall. Felicia's drive and dependability helped her to ascend the ranks of her on campus job all the way up to catering and retail supervisory positions. All while enrolled as a full-time student and fulfilling to her athletic commitments, as well as striving to obtain the quintessential "college experience." Upon finishing her undergrad studies at Liberty, Felicia was promoted to Catering Manager, where she was responsible for Operations and Logistics, while she pursued her MBA. After several years based at Liberty but working resource for Sodexo, Felicia was offered her own account and the position of Director of Catering with Sodexo at Westminster College, and relocated to Salt Lake City, Utah, where she served for 3 years. During this time she completed her MBA by way of Liberty's online program, and helped to organize and coordinate upwards of 3000 campus functions. Eventually it was decided by the college to contract another vendor for dining services. To allow her to continue to pursue her passions in the local community and build upon a network of friends and professional relationships, Felicia chose to stay in Salt Lake City, as opposed to relocating with Sodexo to another position. Having spent quite a number of years working for a large corporation Felicia decided to pursue interests in working for locally owned and operated businesses; including Food Sales Director for a family owned neighborhood grocer operation in 16 locations across the state, Catering & Events Director for a USDA certified Mexican foods production and distribution company, Assistant Director for the Salt Lake County Meals on Wheels program, operated her own independent events and consulting firm, and eventually partnered in a growing restaurant chain, which was eventually purchased by a franchise investment group giving her the opportunity to move to Alaska and pursue hopes of living "the simple life." Felicia has held several positions in Valdez, including GM of Roma Italian Kitchen, Travel Show & Events Coordinator at the VCVB, and even the Sales & Marketing Manager for H2O Guides. She continues to consult with small business and assists with community events such as 4th of July, Gold Rush Days, and Valdez Fly-In. Given her professional resumé it is evident that Felicia is committed and hardworking, but behind that she harbors immense passions for the community, volunteerism, and for education. While others make time for leisure and idleness, Felicia has spent countless hours stepping up in a time of need; be it early mornings, late nights or weekends. As a regular occurrence Felicia can always be found lending a hand wherever needed. She continually gives of herself and with a smile (and possibly a streak of dirt) on her face. Her selflessness, generosity and kind-hearted nature are absolutely unparalleled. There are many things that Felicia is known to be; articulate, motivated and trustworthy to name a few. She has high expectations of herself and of those close to her, while at the same time being willing to accept people with unconditional positive regard. Felicia is the hardest of workers and an exceptional critical thinker. She has good decision making processes and is able to draw from the experiences and expertise of those around her when confronted with issues that she knows little about. Felicia is a dedicated, capable, an intelligent young woman, whose infectious personality has both charmed and lifted the hearts of many. She is found to be quick on her feet and can sensibly react in all circumstances. With her maturity and thoughtfulness, and can confidently handle any situation with ease and will not disappoint if afforded the opportunity to impress.

Question applies to Economic Diversification Commission.

Please mark the industry sector seat for which you are applying (choose one). *

☒ Food & Beverage

Question applies to Economic Diversification Commission.

Please describe your qualifications to represent your selected industry sector.

I have over 15 years experience in business management, and have worked in sectors ranging from food and beverage to manufacturing, and in varying sized companies from 100's of employees to six, spanning revenue amounts of 20 million to 14 thousand annually. I have invested and advised in a number of small business

Question applies to Economic Diversification Commission.

Please describe your vision for the economic future of Valdez.

I believe that Valdez has the potential for tremendous growth, but with growth comes greater density, and with that must come affordable and accessible opportunities to ensure the viability of downtown for everyone in our community. I have a desire to improve overall livability of Valdez for all members of our community, and despite the need for increased and more affordable housing, I do greatly value the character and history of Valdez's single family neighborhoods. I'd love to see accessibility to any new models of affordable public transit put in place, I believe these are essential to a growing economy and healthy population. Moving residents and the City's seasonal visitors between neighborhoods, business nodes, and our downtown are necessary for a thriving city.

[FeliciaN.RogersRESUME.docx.pdf](#)

Upload a Resume or Letter of Interest

Felicia N. Rogers
P.O. Box 546, Valdez AK 99686
(305) 505-6190
fnrogers19@icloud.com

Project Manager, Event Planner, Marketing Specialist, Customer Service Aficionado

Dynamic, Results-Oriented, and Team-Spirited, Self-Starter and Motivator

Overview

Exemplifies leadership qualities, confidence, teach-ability and professionalism.

- Helpful background in customer-oriented service operations and business development, including sales, marketing, promotions, and cost control.
 - Excellent communication skills; maintain positive relations with staff and customers in high-volume, fast-paced operations.
 - Proven ability to handle currency, prepare and manage budgets and financial transactions accurately; resolve discrepancies promptly.
 - Familiar and comfortable on both PC's & Macs, with all aspects of Microsoft Office, iWork, Adobe Suites as well as scheduling & money management software.
-

Areas of Expertise

- Management & Supervision
 - Training and development
 - Successful catering and event coordination experience (events for 50,000+ people)
 - Maximizing productivity and staff performance
 - Customer Service & Public Relations
 - Marketing & Advertising
 - Publication and Graphic Design
 - Cost Accounting, Developing Budgets & Financial Planning and Strategy,
 - Strategic Planning Decision Making & Process Improvement
 - Safety & Sanitation (ServSafe, Sips/Tips, & Food Protection Manager Certified)
-

Professional Experience

Underboss Events & Consulting
Owner & President

2014-Current

- Organize and execute assigned business projects on behalf of clients (recruiting, payroll, promotional campaigns etc.) according to client's requirements
 - Meet with assigned clients when needed and perform an initial assessment of a problematic situation
 - Collect information about the client's business through a variety of methods (shadowing, interviews, surveys, reading reports etc.)
 - Analyze and interpret data to unearth weaknesses and problems, and comprehend the causes, and formulate recommendations and solutions with attention to a client's wishes, capabilities and limitations forming concise reports
 - Present findings and suggestions to clients with ample justification and practical advice, provide guidance for any occurring problems and issues
-

Valdez Convention & Visitor's Bureau
501c6 Non-Profit DMO

2016- 2017

Travel Show & Events Coordinator

- Attract visitor's by developing and implementing marketing, advertising, public and community relations programs; evaluating program results; identifying and tracking changing demands.
- Conduct market research to identify event opportunities, work in tandem with community organizers to ensure the Valdez brand and vision is upheld, lead or assist in event planning and management functions. Recruit when necessary, staff and volunteers. Plan, design and produce annual fundraising events.
- Promote Valdez as a destination, it's tourism products, and business member services at consumer and retailer shows, create sale opportunities for convention and business traffic to Valdez, engage in media releases and cement journalist relationships.
- Serve as community relations liaison, actively engaging in city and local functions as well as project boards, creating a high level of visibility for the bureau among residents and visitors as well as business members.

Pig & A Jelly Jar LLC & Pig & A Jelly Jar II Inc.

2015-2016

General Manager & Area Supervisor

- Meet restaurant financial objectives by; preparing strategic and annual forecasts and budgets; analyzing variances; initiating corrective actions; establishing and monitoring financial controls;
- Prepare policies and standard operating procedures; implementing production, productivity, quality, and patron-service standards; determining and implementing system improvements.
- Sustain patron satisfaction by monitoring, evaluating, and auditing food, beverage, and service offerings; initiating improvements; building relationships with preferred patrons.
- Maintain professional and technical knowledge by tracking emerging trends in the restaurant industry; reviewing professional publications; establishing personal networks; benchmarking state-of-the-art practices; participating in professional societies.

Valley Services Inc. at Salt Lake County Government Center

2014- 2015

Assistant Food Service Director

- Overseeing the procurement, production and delivery of 20,000 meals weekly as part of the national Meals on Wheels program
 - Preparing weekly financial data such as inventories, processing invoices, meal recaps and shortages, inventory and petty cash reports
 - Meeting targeted profit objective for account as indicated in annual budget
 - Recruitment, training, and development of unit personnel
 - Creating, pricing, monthly menus with strict dietary requirements
-

The Fierro Group dba Rico Brand/Frida Bistro***2013-2014*****Director of Catering & Events**

- Training & Development of Staff
- Venue Maintenance/Management
- Event Flow Management
- Handling Phones, Walk-In Client Questions
- Marketing, including ad creation and social media management
- Soliciting, book, and oversee all catering & private dining events
- Market to cement existing business and establish new business.
- Develop new marketing tools and plans for congruency between brands.
- Refresh, update, and create new menus to expand catering's market.

Sodexo Campus Services***2009-2013*****Director of Catering (Westminster College, UT)**

- Training & Development of Staff
- Event Management
- Customer Service & Client Retention
- Handling Phones, Walk-In Client Questions
- Event Follow-up
- Contract Distribution
- Creating Proposals
- Marketing, including ad creation and media management

**Education &
Certifications****Colonial Christian School****Homestead, FL****High School Diploma (Honors)****Concurrent Enrollment – Graduated in 3 Years****Miami Dade College****Miami, FL****A.S. Mass Communication****completed while concurrently enrolled in high school****Liberty University****Lynchburg, VA****B.S. Multi-Disciplinary Studies**

- **Business Management**
 - **Communications**
 - **Human Resource Management**
-

Application Form

Profile

Polly

First Name

Page

Last Name

page.polly@gmail.com

Email Address

PO Box 906

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

109 Alatna St

Home Address

Suite or Apt

Valdez

City

AK

State

99686

Postal Code

Mobile: (907) 855-1443

Primary Phone

Home: (907) 855-1443

Alternate Phone

Alaska Court System

Employer

Clerk of Court

Occupation

Which Boards would you like to apply for?

Valdez Museum & Historical Archive Association Board of Directors: On Agenda

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 am new to Valdez and it is important to me to feel involved in the community in which I live. I am a history buff and have always enjoyed the arts and museums.

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

I have been a certified paralegal since 2004. I have worked in and around the court system in both Arizona and now Alaska for approximately 10 years. I feel like my background in the justice system gives me a unique outlook on many issues as well as providing me with a solid foundation in problem solving and thinking outside the box. I am a prior Rotarian (Barrow, Alaska) and a past foster parent to dogs on the euthanasia list from Pima Animal control in Tucson. I find happiness in helping others and history, culture and art are my main personal interests. I feel like this combination could give value to my board membership.

Upload a Resume or Letter of Interest









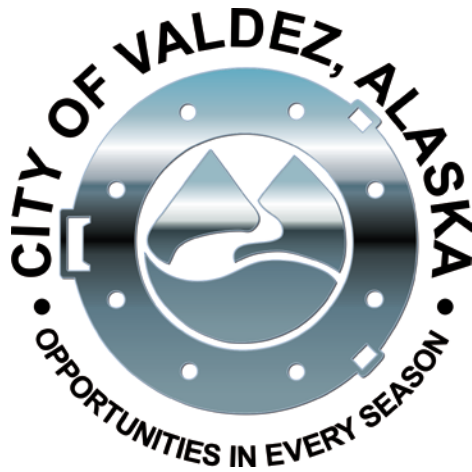


Summary of Proposals Received				Project: Airport Plumbing and Restroom											
Bid Opening				Contract No. 17-310-4716											
Date: May 24, 2017 at 2:00pm				Project No. 1303											
Place: Capital Facilities Conference Room				Wolverine Supply, Inc.		Keith's Plumbing and Heating		E & E Construction, Inc.							
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and demobilization	1	LS	N/A	\$30,000.00	N/A	0.00	N/A	15,385.00						
2	All materials required	1	LS	N/A	\$103,500.00	N/A	129,050.90	N/A	126,273.00						
3	All labor required	1	LS	N/A	\$145,000.00	N/A	287,267.00	N/A	188,813.00						
4	Field engineering, submittals, shop and record drawings, operating instructions, O&M manuals, close-out punchlist, and updates to the electrical tracing map and panel schedules	1	LS	N/A	\$10,000.00	N/A	2,350.00	N/A	7,076.00						
TOTAL BASE BID					\$288,500.00		\$418,667.90		\$337,547.00						
AA 1	LED Lighting for first floor restrooms	1	LS	N/A	\$12,000.00	N/A	6,160.00	N/A	8,180.00						
AA 2	Second floor restroom remodel including asbestos abatement	1	LS	N/A	\$77,000.00	N/A	80,678.05	N/A	103,064.00						
AA 3	LED Lighting on second floor restrooms	1	LS	N/A	\$4,000.00	N/A	1,287.00	N/A	1,534.00						
	Addendum(s) Acknowledged				✓		✓		✓						
	Bid Bond				✓		✓		✓						
	Alaska Contractor License				✓		✓		✓						
	Alaska Business License				✓		✓		✓						
	Bid Schedule				✓		✓		✓						
	Total Base Bid				\$288,500.00		\$418,667.90		\$337,547.00						
	Total Base Bid + Alternate1				\$300,500.00		\$424,827.90		\$345,727.00						
	Total Base Bid + Alternates 2 & 3				\$369,500.00		\$86,838.05		\$111,244.00						
	Total Base Bid + Alternates 1, 2 & 3				\$381,500.00		\$506,792.95		\$450,325.00						
	Local bidder preference 10%														
	Total Adjusted Bid														
The bid totals are subject to correction after the bids have been completely reviewed.															
Totals have been reviewed															
Totals have been corrected															
I hereby certify that the above is a true and correct summary of proposals received.															
Project Manager															
Revision: 11/10															

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: Airport Plumbing and Restroom
Project Number: 17-310-4716
Contract Number: 1303
Cost Code: 310-4716-58000
Issued for Construction
Date: May 24, 2017



City of Valdez
Capital Facilities and Engineering
300 Airport Road, Suite 201
P.O. Box 307
Valdez, Alaska 99686

Project Manager:
Laura Langdon

Construction Plan Set Completed By:
McCool-Carlson-Green
421 W. 1st Avenue, Suite 300
Anchorage, Alaska 99501



**City of Valdez
Contract Documents**

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716 / Contract Number: 1303**

Table of Contents

Invitation to Bid_____	3
Instructions to Bidders_____	4
Addendum Acknowledgement_____	10
Bid Schedule_____	11
Bid Bond_____	13
Agreement_____	14
Acknowledgement_____	16
Non-Collusion Affidavit_____	17
Performance Bond_____	18
Labor and Material Payment Bond_____	20
Contractor Certificate of Substantial Completion_____	22
Contract Release_____	23
Special Provisions_____	25
Modifications and Additions to the Standard Specifications_____	30
Minimum Prevailing Wage Rates_____	32
Addendum 1_____	<u>Attached</u>
Drawings Titled “ <u>Airport Restrooms Remodel</u> ”_____	<u>Attached</u>
Asbestos Report Titled “ <u>Hazardous Material Inspection Report</u> ” Dated Sept. 16, 2013_____	<u>Attached</u>
Asbestos Report Titled “ <u>Airport Terminal Asbestos Evaluation</u> ” Dated May 29, 1997 _____	<u>Attached</u>
Design Color Board Titled “ <u>City of Valdez - Airport Restroom Finish Colors</u> ” _____	<u>Attached</u>
Specifications_____	<u>Attached</u>



**City of Valdez
Invitation to Bid**

Date: May 24, 2017

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716 / Contract Number: 1303**

This project includes, but is not necessarily limited to:

Remodel existing restrooms in the Valdez Airport lobby and upgrade the waterlines. May include asbestos abatement if the remodel of the second floor restrooms is awarded as an additive alternate.

Engineers Estimate for construction under \$500,000.

Sealed bids will be accepted until 2:00pm local time on May 24, 2017, at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read at that time.

A non-mandatory pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on May 10, 2017 at 2:00pm.

Questions regarding the project are due May 15, 2017 at 2:00pm via email to Laura Langdon, llangdon@ci.valdez.ak.us.

Complete sets of the bid documents may be purchased from Digital Blueprint, 903 West Northern Lights Blvd., Anchorage, AK 99503, (907) 274-4060. Bid documents may also be downloaded from the City of Valdez website at www.ci.valdez.ak.us; documents are located under "Bids" on the lower right hand side of the opening page. Bidders are encouraged to download, fill out, and return the Request for Addendum form located at the link listed above to ensure receipt of any addendum issued for this project.

Bid security in the amount of 5% of the total bid is required.

The City reserves the right to waive any irregularities or informalities in a bid and to reject any and all bids without cause.

Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid if required by law.

Requirements of the Alaska Employment Preference (AS 36.10) must be met.

The City of Valdez "Standard Specifications and Standard Details" shall be used. An electronic copy is available from the City of Valdez website at <http://www.ci.valdez.ak.us> under "standards and specifications" located on the "quick links" portion of the Capital Facilities Department page.



**City of Valdez
Instructions to Bidders**

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716 / Contract Number: 1303**

CAUTION:

Your bid may be rejected if it is not properly executed. Check that the following items have been accomplished to help assure a responsive bid. Please read Sections 6 and 7 carefully.

1. Bid Form
 - A. The Bid Form has been executed and signed.
 - B. Addendum Acknowledgement Form has been executed and signed.
2. Bid Security or Bid Bond
 - A. An executed Bid Security (Bid Bond) in the amount indicated on the Invitation to Bid.
 - B. Verify that the Certificate showing the Corporate Principal on the form is executed if applicable.
3. Alaska Business License, a copy your current license must be included.
4. Alaska Contactor Certificate of Registration
 - A. A copy of your current Alaska Contractor License of Registration in the bidder's name must be included with the bid.
 - B. The contractor is required to verify that the appropriate license(s) is in place prior to submitting their bid for the project's scope of work.
5. A bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid.

Note: Any certified checks may be held uncollected at the risk of bidders submitting them.

1. General

Bidders are requested to study and follow these instructions about the method and form for submitting bids to avoid having their bid rejected.

Bidders will find all required forms and documents contained within this assembly. Please notice under Section 7, Required Documents for Bid, as to which forms and documents are required for your bid to be considered.

2. Explanation to Bidders

Requests from bidders concerning interpretations or clarifications of the bid documents shall be made in writing to the project manager or project engineer. Such requests shall arrive at least three working days prior to the date for opening bids. There needs to be sufficient time allowed for a reply to reach all bidders before the submission of the bids. Explanations made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and receipt of the addendum must be acknowledged on the Addendum Form.



3. Site Conditions

Bidders are encouraged to visit the site to ascertain pertinent local conditions, location, accessibility, terrain, labor conditions, conditions of surrounding areas, and any other aspect that may impact the project.

4. Addenda Requirements

All bids must include the Addendum Acknowledgement Form. If addendums have been issued the bidder must state on the form all the addendums have been acknowledged. If no addendums were issued then the bidder is to write "NONE" on the form. The Addendum Acknowledgement Form shall be reviewed prior to acceptance of the bid.

5. Submissions of Bids

All bids, including any amendment or withdrawal, must be received at the address shown in the Invitation to Bid no later than the scheduled time of bid opening. Any bid, amendment or withdrawal that has not been actually received by the person opening the bid prior to the time of the scheduled bid opening will not be considered, and bid will be returned unopened. Conditioned or qualified bids unless requested will be considered nonresponsive.

Bids must be in a sealed envelope marked as follows:

BIDS FOR CITY OF VALDEZ
AIRPORT PLUMBING AND RESTROOM
PROJECT NO. 17-310-4716
CONTRACT NO. 1303
DATE OF BID OPENING: May 24, 2017

CAPITAL FACILITIES DIRECTOR
CITY OF VALDEZ
300 AIRPORT ROAD, SUITE 201
P.O. BOX 307
VALDEZ, AK 99686

6. Preparation of Bids

Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed in ink. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change.

The Bid Form will provide for quotation or price for all items. Bidders must quote on all items. Failure to do so may result in disqualification. Alternative bids will not be acceptable unless requested.

Modification by facsimile of bids already submitted will be considered if received before the bid opening time noted in the Invitation for Bid or the addenda. Modification by facsimile is at the risk of the bidder. The Owner makes no warranty as to telephone line or equipment availability or condition. All addenda must be acknowledged prior to the bid opening; facsimile acknowledgement is acceptable for all addenda issued as long as an original completed form was provided within your sealed bid. Facsimile modifications shall not reveal the total amount of the original or revised bid.

Facsimile number to use is (907) 835-5574.



7. Required Documents for Bid

The following listed documents are to be completed and submitted at the time of bidding. Deviation from these requirements will be grounds for rejection of the bid.

- A. Addenda Acknowledged Form, fully completed original (see Item 6 above also)
- B. Bid Schedule, fully completed original (see Item 6 above also)
- C. Bid Bond, original
- D. Copy of current and appropriate Alaska Contractor License for this Scope of Work.
- E. Copy of current Alaska Business License

8. Required Documents for Award of the Contract

The following documents must be executed prior to award of the contract and the initiation of work. Contractors are urged to expedite the completion of these documents. This will allow the contract award and notice to proceed to be issued expeditiously. These documents must be submitted within ten (10) working days after the date of notice of intent to award.

- A. Contract Bond (Payment Bond: See Bonding Requirements below)
- B. Contract Bond (Performance Bond: See Bonding Requirements below)
- C. Certificate of Insurance naming City of Valdez as an "Additional Insured"
- D. Proof of Current Registration if a corporation
- E. Non-collusion Affidavit
- F. Agreement (2 signed copies)
- G. City of Valdez Business Registration
- H. Executed W-9 Form

9. Bonding Requirements

A. Bid Security

Bid Security is required and shall be in the form of a Certified Check for each bid or a Bid Bond prepared on the attached Bid Bond Form.

The Bid Bond must be executed by the bidder as principal and be executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

The Bid Security or Bid Bond shall be issued for five percent (5%) of the bid amount.

Bid Securities will be returned to all except the three lowest bidders. The remaining certified checks or bid bonds will be returned, after the Owner and the accepted bidder have executed the Contract. Failure of the Owner to return the certified checks or bid bonds in a timely manner will create no liability on the part of the Owner. If no award has been made within sixty (60) days after the bid opening, all bidders except the one who has received the notice of intent to award may request the return of their cash, check or bid bonds.



B. Contract Payment Bond

A Contract Payment Bond is not required if the total dollar amount of the contract is less than One Hundred Thousand Dollars (\$100,000).

A Contract Payment Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Payment Bond will be in the amount of One Hundred Percent (100%) of the Bid amount.

Contract Payment Bond shall be prepared on the Payment Bond Form that is attached. The Bond must be executed by the Contractor as principal and executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

C. Contract Performance Bond

A Contract Performance Bond is not required if the total dollar amount of the contract is less than One Hundred Thousand Dollars (\$100,000).

A Contract Performance Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Performance Bond) will be in the amount of One Hundred Percent (100%) of the Bid amount.

Contract Performance Bond shall be prepared on the Performance Bond Form that is attached. The Bond must execute by the Contractor as principal and executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

Section 2.80.080 of Valdez City Code provides for a modified contractor bond. Bidders shall familiarize themselves with exemptions allowed and the requirements for exemptions.

10. Withdrawal of Bids

Bids may be withdrawn by written request received from the bidder prior to the bid opening time. Errors on the part of the bidder in preparing the bid, confers no right for the withdrawal of the bid after the bid has been opened.

11. Bidders Interested in More than One Bid

If any one party, by or in name of his or their agent, partner or other person, offers more than one bid, all such bids will be rejected. A party who quoted prices to a bidder is not disqualified from quoting prices to other bidders or from a bid directly for the work.

12. Rejection of Bids

The Owner reserves the right to reject any and all bids, when such rejection is in the interest of the Owner; to reject the bid of a bidder who previously failed to perform properly or to complete



on time; and to reject the bid of a bidder who is not, in the opinion of the Owner in, in a position to perform the contract; or to waive any irregularities or informalities in a bid.

13. Hiring of Local Labor

The Owner encourages that every Contractor and Subcontractor, employ to the maximum extent practical and allowed by law, qualified people who regularly reside in the project area.

14. Local Bidder Preference

The Valdez City Code provides for a local bidder preference as follows:

Section 2.80.020 Definitions

“Local bidder” means a business who:

1. For a period of eighteen consecutive months immediately prior to the opening of a competitive city bid for which the bidder wishes to utilize the local bidder preference:
 - a. Has owned, rented or leased real property within the city limits from which the business operates as verified by appropriate documentation;
 - b. Has advertised a local mailing or street address and local phone number for the business in a manner reasonably accessible to city residents;
 - c. Has current state business licenses and city business registrations;
 - d. Has maintained year-round employment of one or more city resident(s);
2. Is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city.

Section 2.80.060D Competitive Procurement Procedure

Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder having its place of business located outside the city. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.

15. Award of Bid

The bid, if awarded, will be awarded to the lowest responsive responsible bidder as determined by the terms of the City Code and this document.

16. Pre-Bid Conference

A non-mandatory Pre-Bid Conference will be held May 10, 2017, at 2:00 pm at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska.



17. Pre-Award Conference

Before the award of the contract a Pre-Award Conference may be held between the Engineer or Project Manager and the apparent low bidder.



City of Valdez
Addendum Acknowledgement

Project: Airport Plumbing and Restroom
Project Number: 17-310-4716 / Contract Number: 1303

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

Addendum Number	<u>One</u>	Dated	<u>May 8, 2017</u>	Initials	<u>[Signature]</u>
Addendum Number		Dated		Initials	
Addendum Number		Dated		Initials	
Addendum Number		Dated		Initials	
Addendum Number		Dated		Initials	
Addendum Number		Dated		Initials	
Addendum Number		Dated		Initials	
Addendum Number		Dated		Initials	
Addendum Number		Dated		Initials	
Addendum Number		Dated		Initials	

Wolverine Supply, Inc.
Company Name

Ashlee Stetson
Authorizing Name

May 24, 2017
Date

Vice President
Title

[Signature]
Signature



**City of Valdez
Bid Schedule
Page 1 of 2**

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716 / Contract Number: 1303**

Item No.	Item Description	Quantity	Unit	Unit Price	Total Item Price
1	Mobilization and Demobilization	1	LS	N/A	100,000.00
2	All materials required	1	LS	N/A	100,000.00
3	All labor required	1	LS	N/A	100,000.00
4	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, close-out punchlist, and updates to the electrical tracing map and panel schedules	1	LS	N/A	100,000.00
Additive Alternates					
AA 1	LED Lighting for first floor restrooms	1	LS	N/A	10,000.00
AA 2	Second floor restroom remodel including asbestos abatement	1	LS	N/A	10,000.00
AA 3	LED lighting on second floor restrooms	1	LS	N/A	10,000.00



City of Valdez
Bid Schedule
Page 1 of 2

Project: Airport Plumbing and Restroom
Project Number: 17-310-4716 / Contract Number: 1303

Item No.	Item Description	Quantity	Unit	Unit Price	Total Item Price
1	Mobilization and Demobilization	1	LS	N/A	Deduct 70,000.00
2	All materials required	1	LS	N/A	Add 3,500.00
3	All labor required	1	LS	N/A	Add 45,000.00
4	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, close-out punchlist, and updates to the electrical tracing map and panel schedules	1	LS	N/A	Deduct 90,000.00
Additive Alternates					
AA 1	LED Lighting for first floor restrooms	1	LS	N/A	Add 2,000.00
AA 2	Second floor restroom remodel including asbestos abatement	1	LS	N/A	Add 67,000.00
AA 3	LED lighting on second floor restrooms	1	LS	N/A	Deduct 6,000.00



City of Valdez
Bid Schedule
Page 2 of 2

Project: Airport Plumbing and Restroom
Project Number: 17-310-4716 / Contract Number: 1303

Total Base Bid Amount:

Four Hundred Thousand ⁽³⁾

Dollars No Cents

(\$ 400,000.00)

I, Wolverine Supply, Inc., hereinafter called Bidder, ~~an individual doing business as~~ (strike out inapplicable words:) a
~~partnership~~, a corporation incorporated in the State of Alaska, ~~a joint venture~~, hereby submits this bid and agrees: to hold this bid open for forty five (45) days, to accept the provisions of the Instruction to Bidders, to accomplish the work in accordance with the contract documents, plans, specifications, for the lump sum and unit price amounts as set forth in this bid schedule.

Respectfully submitted this 24th day of May, 2017

BIDDER:

Wolverine Supply, Inc.

Company Name

5099 E. Blue Lupine Drive
Address

Wasilla, Alaska 99654
City, State, Zip Code

(907) 373-6572
Telephone Number

92-0043461
Federal ID. or S.S.N.

Ashlee Stetson

Authorizing Name

Vice President

Title

Signature

ashlee@siak.com

Email Address

CORPORATE SEAL

ATTEST:

Signature of Corporate Sec.

Marc Van Buskirk, Secretary
Print Name



City of Valdez
Bid Bond

KNOW ALL MEN BY THERE PRESENTS, that we
Wolverine Supply, Inc.
5099 E. Blue Lupine Dr.
Wasilla AK 99654-8419

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
The Ohio Casualty Insurance Company
175 Berkeley St.
Boston MA 02116

(Insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of New Hampshire as surety, hereinafter called
the Surety, are held and firmly bound unto

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

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of The Total Amount Bid—
Dollars (\$ ————5%———),

For the payment of which sum well and truly to be made, the said Principal and the Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

Whereas, the Principal has submitted a bid for

Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a
Contract with Obligee in accordance with terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of May, 2017

(Witness)

(Witness) Penny J. Silvey

Wolverine Supply, Inc.

(Principal)

(Seal)

(Title) Ashlee Stetson, Vice President

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Title) Charla M. Boadle, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7708682

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charla M. Boadle; James Dinneen; John L. Green; Penny J. Silvey

all of the city of SPOKANE, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 3rd day of April, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of May, 20 17.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

WOLVERINE SUPPLY, INC.

5099 E BLUE LUPINE DRIVE SUITE 201 WASILLA AK 99654

owned by

WOLVERINE SUPPLY, INC.

is licensed by the department to conduct business for the period

November 28, 2016 through December 31, 2018
for the following line of business:

23 - Construction



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

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

Chris Hladick

License #: CONG340
Effective: 11/21/2016
Expires: 12/31/2018

STATE OF ALASKA
Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing

Regulation of Construction Contractors and Home Inspectors

Licensee: **WOLVERINE SUPPLY, INC.**

License Type: **General Contractor With Residential Contractor Endorsement**

Status: **Active**

Doing Business As: **WOLVERINE SUPPLY INC**

Commissioner: Chris Hladick

Relationships

RelationType	License #	LicenseType	Owners/Entities	Names/DBA
Electrical Administrator Assignee	EADE1478	Electrical Administrator	H. J. SHOEMAKER	
Residential Endorsement Assignee	RESR2515	Residential Contractor Endorsement	BRUCE S VAN BUSKIRK	
Residential Endorsement Assignee	RESR1175	Residential Contractor Endorsement	BILL J VAN BUSKIRK	

Designations

Type	Group
No designations found.	

WOLVERINE SUPPLY INC
5099 E BLUE LUPINE DR
WASILLA, AK 99654-8419

Wallet Card

State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors WOLVERINE SUPPLY, INC. DBA: WOLVERINE SUPPLY INC As General Contractor With Residential Contractor Endorsement		
License CONG340	Effective 11/21/2016	Expires 12/31/2018



**City of Valdez
Agreement Page 1 of 2**

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303**

This agreement is made 6th day of June, 2017, by and between the City of Valdez, Alaska, hereinafter called the Owner and, acting through its Mayor, and Wolverine Supply, Inc. doing business as ~~an individual, partnership,~~ a corporation (strike out inapplicable words) located in Wasilla, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303**

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Bid Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: **three hundred eighty-one thousand, five hundred dollars and zero cents (\$381,500).**

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the contract documents and addendums within **one hundred twenty (120)** calendar days of the Notice to Proceed. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as liquidated damages, the sum of five hundred dollars (\$500) for each calendar day in excess of the completion date specified in the written Notice To Proceed in which this project remains incomplete.

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions of this of this Contract, and to make payments on account thereof as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions and City of Valdez City Code.



**City of Valdez
Agreement Page 2 of 2**

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303**

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

Wolverine Supply, Inc.

Signature

Name

Title

Date

Mailing Address

City, State, Zip Code

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

Corporate Secretary

Attest: _____
Corporate Secretary

City of Valdez, Alaska, Authorized

Ruth E. Knight, Mayor

Date

Attested:

Sheri L. Pierce, MMC, City Clerk

Date

Recommended:

Elke Doom, City Manager

Date

Dean Day, Acting Capital Facilities Director

Date

Approved as to Form:

Brena, Bell & Clarkson, P.C.

Attorney for the City of Valdez



**City of Valdez
Performance Bond**

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716 / Contract Number: 1303**

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

as Principal, hereinafter called Contractor, and ,

(Here insert full name and address or legal title Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

**City of Valdez
P.O. Box 307
Valdez, AK 99686**

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$))

for the payment whereof Contractor and Surety bind themselves, their heirs, executor, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 20____, entered into a contract with Owner for

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303**

in accordance with Drawings and Specifications prepared by

**McCool-Carlson-Green
421 W. 1st Avenue, Suite 300
Anchorage, Alaska 99501**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



**City of Valdez
Performance Bond**

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303**

Now, therefore the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly comply with one of the following:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the bidder, arrange for contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this _____ day of _____, 20____

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



**City of Valdez
Labor and Material Payment Bond**

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303**

Know all men by these presents that:

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

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

as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Dollars (\$_____),
(Here insert a sum equal to the contract amount)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 20____, entered into a contract with Owner for

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303**

in accordance with Drawings and Specifications prepared by

**McCool-Carlson-Green
421 W. 1st Avenue, Suite 300
Anchorage, Alaska 99501**

which contract is be reference made a part hereof, and is hereinafter referred to as the Contract.



**City of Valdez
Labor and Material Payment Bond**

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expirations of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials are

furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business. Or served in any manner in which legal process may be served in the state in which aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county of other political subdivision of the state in which the Project, or any part thereof is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety or mechanic's liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond

Signed and Sealed this _____, day of _____, 201____

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



City of Valdez
Contractor Certificate of Substantial Completion

Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303

CONTRACTOR: _____

This is to certify that I, _____, am a duly authorized official of the said CONTRACTOR working in the capacity of _____, and in my official capacity representing said CONTRACTOR do hereby certify as follows:

1. The work of the subject Contract above has been performed, and materials used and installed in accordance with and in conformity to, the Contract Drawings, Contract Specifications, City of Valdez Standard Specifications and Details.
2. The Contract work is now substantially complete in all parts and requirements.
3. I understand that neither the determination by the Engineer--Architect that the work is substantially complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.
4. The work to which this Certificate applies has been properly inspected and that work is hereby declared to be substantially complete in accordance with the Contract Documents.
5. The date of Substantial Completion is the date upon which all guarantees and warranties begin.
6. The Owner accepts the Project or specified area as described under "REMARKS," of the Project as substantially complete and will assume full possession of the Project or specified area of the Project at _____(time) on _____day, _____, 201__.

CONTRACTOR

CITY OF VALDEZ, OWNER

(Signature)

Capital Facilities Director

(Title)

Date

Date

REMARKS: _____



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

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303**

The undersigned, _____
for itself, its successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, from all actions, causes of actions, suits, controversies, claims, damages and demands of every kind and nature, mature or to mature in the future, for and by reason of any matter, thing or claim arising out of the following Contract:

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303**

The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v. Watkins, 579 P.2d 1065 (Alaska 1978).

The undersigned further agrees to defend, indemnify and hold harmless the City of Valdez against any claims, liens, or causes of action arising under or by virtue of this Contract, including, but not limited to, any claim that the undersigned, any successor in interest, assignee, trustee, administrator, subcontractor, supplier or laborer of the undersigned or any other person might make or claim that he could possibly make against the City of Valdez.

The undersigned certifies that he has not assigned any amounts payable under this Contract to anyone.

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

The undersigned hereby declares that the terms of this RELEASE have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all claims, disputed or otherwise, arising under or by virtue of this Contract.



**City of Valdez
Special Provisions**

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303**

Table of Contents

Section	Title	Page
SP 01	General Statement	26
SP 02	Scope of Work.....	26
SP 03	Time of Completion	26
SP 04	Special Site Conditions	27
SP 05	Hazardous Waste Generation	27
SP 06	Coordination and Schedule	28
SP 07	Site Preservation, Restoration, Cleanup and Environmental Reporting	28
SP 08	Permits.....	28
SP 09	Order of Award of Alternative Bids.....	28
SP 10	Payment.....	28
SP 11	References to City of Valdez Standard Specifications (CVSS).....	29
SP 12	Construction Specifications.....	29



**City of Valdez
Special Provisions**

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303**

SP 01 General Statement

The Special Provisions set forth conditions and requirements unique to this Project and are supplemental to, and supersede, the City of Valdez “Standard Specifications and Standard Details.”

SP 02 Scope of Work

Base Bid

The Scope of Work of the Base Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

Remodel the two sets of restrooms in the Valdez Airport lobby and upgrade the waterlines.

Alternate Bid(s)

The Scope of Work of the Additive Alternate Bids of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

1. Install LED lighting in the first floor restrooms
2. Remodel the second floor restrooms which includes asbestos abatement
3. Install LED lighting in the second floor restrooms

SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents within one hundred and twenty (120) calendar days of the date of the written Notice to Proceed.

Liquidated damages will be assessed in the sum of five hundred dollars (\$500) for each calendar day after the completion date during which the Project remains incomplete.

Substantial Completion: Substantial Completion shall be defined as the stage in the progress of the work when the work is sufficiently complete in accordance with the Contract Documents so the Owner (City) can occupy or use the structure or that which is the subject of the contract, for its intended use.



SP 04 Special Site Conditions

Asbestos has been detected in the second floor restrooms. It is the contractor's responsibility for abatement. The asbestos report is attached to this contract.

If Additive Alternate 2 is awarded, the contractor is allowed to start on toilet rooms 225 and 224 before September 5, 2017.

If Additive Alternate 2 is not awarded then the start date will be no sooner than September 5, 2017.

Whether Additive Alternate 2 is awarded or not, Toilet Rooms 158 and 159 must be started and completely finished before any work may begin on Toilet Rooms 121 and 122. This is to ensure one set of Women's and Men's restrooms on the first floor remains open to the public at all times during construction.

The contractor is to perform a general clean-up of the work area at the end of each day.

Dump fees will be waived. The contractor will be responsible for hauling demolished materials and construction waste out to the City Baler facility on South Sawmill Drive or to the Construction Debris pit. The Baler is located approximately 5 miles out of town. Please contact the Baler ahead of time to make arrangements for the disposal of such materials. The Baler's number is 907-835-2356.

Local building permit fees are waived. The contractor will be responsible for obtaining local building permits before the NTP is issued. The contractor will need to call the City Building Department at 907-834-3401.

Staging area will be the west wing of the airport in the northern most room. The contractor agrees to be held liable for any and all damage to the staging areas, hallways, and other public areas outside of the project limits for which they are deemed responsible. Measures must be made to protect the carpet and walls and protective measures should be approved by the City prior to commencing work.

The contractor will be responsible for moving furniture and other items necessary to complete the work.

Contractor is responsible for setting up detours or barricades if their work is in a public area and will interfere with normal traffic flow.

SP 05 Hazardous Waste Generation

Every effort to minimize or eliminate the generations of hazardous waste shall be used by the Contractor in the performance of the work of this Contract. Unless there is no substitute, no hazardous material shall be used in the performance of the work of this Contract.



SP 06 Coordination and Schedule

The Contractor shall, within ten (10) working days of the date of the Notice to Proceed, submit to the Engineer a schedule as required in Section 10.5, Control of Work, Article 5.3. The schedule shall be updated every week. An updated schedule shall be submitted with each of the Contractor's Periodic Payment Requests. Failure to provide an updated schedule will be cause to withhold partial payment.

SP 07 Site Preservation, Restoration, Cleanup and Environmental Reporting

Contractor shall be solely responsible for damage to public or private property caused by construction operations. The contractor shall take all precautions necessary to control dust. Contractor shall notify the City of any claims of damage, and shall clean and restore any property so damaged at the sole expense of the Contractor. All spills or releases of any hazardous substance shall be reported to the appropriate governmental agency as well as notice to the City. Contractors shall be responsible for all associated clean up costs and fines.

At all times during the work, keep the premises clean and orderly. Upon completion of the work, repair all damage caused by equipment and leave the Project free of rubbish and excess materials of any kind.

SP 08 Permits

The Contractor shall obtain all licenses and permits that are required to do the work. A Building Permit will be required but there will be no charge.

SP 09 Order of Award of Alternative Bids

Additive Alternate and/or Deductive Alternative Bids will be awarded, if any are awarded, in any order determined to be the most advantageous combination by the owner.

SP 10 Payment

Payments shall be in accordance with Section 10.07, Measurement and Payment of the CVSS. All invoices for payment must be submitted on a City of Valdez *Periodic Payment Request Form*. An electronic copy of this form (Excel Spreadsheet) will be made available for the contractor's use.

Disbursement of money to a person, firm or corporation will be made only after all the various receivable accounts of the general government and any municipal utility or enterprise have been reviewed for outstanding balances owed, and the disbursement will be reduced by setting off the amount of any delinquent indebtedness due the city from such person, firm or corporation.

All contracts to which the city is a party which will or may involve the disbursement of city funds shall contain the following clause, or its substantial equivalent: "Disbursement of money



by the City of Valdez hereunder shall subject to set-off pursuant to the provisions of the Valdez City Code.” Such contracts include, but are not limited to, oral contracts, employment contracts, construction contracts, purchasing contracts and contracts of any municipal utility or enterprise, including customer’s deposits.

SP 11 References to City of Valdez Standard Specifications (CVSS)

The City of Valdez Standard Specifications & Standard Details, Streets-Drainage-Utilities-Parks, dated April 2003, hereafter referred to as CVSS, are incorporated in and become a part of the Contract Documents for the work, The Standard Specifications are available for purchase from the Engineer’s Office of the City of Valdez, P.O. Box 307, Valdez, Alaska 99686. All work under this Contract shall comply with the latest edition and addenda to all applicable codes, ordinances, and standards.

It shall be the responsibility of the Bidder to prepare his bid so all materials and/or different arrangements of connections or fittings shall harmoniously conform with the intent of the Contract Drawings, CVSS, and the Special Provisions.

SP 12 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawing titled “Airport Restrooms Remodel”. These drawings are by reference included herein.



City of Valdez
Modifications and Additions to the Standard Specifications

Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303

Table of Contents

<u>Division</u>	<u>Title</u>	<u>Page No.</u>
Division 10	Standard General Provisions	32



City of Valdez
Modifications and Additions to the Standard Specifications

Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303

Division 10 Standard General Provisions

Article 7.5 Progress Payments

Add the following:

Any request for payments for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for payment by Jan. 31st for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31st for work accomplished the previous year will be subject to a penalty. Penalty may be assessed at a minimum of \$1000 and up to 5% of the invoice not to exceed \$10,000.

Article 7.7 Final Payments

Add the following:

Any request for final payment for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for final payment by January 31st for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31st for work accomplished the previous year will be subject to a penalty. Penalty may be assessed at a minimum of \$1000 and up to 5% of the invoice not to exceed \$10,000.

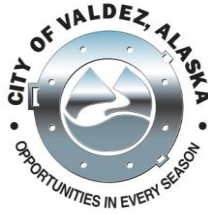


**City of Valdez
Minimum Prevailing Wage Rates**

**Project: Airport Plumbing and Restroom
Project Number: 17-310-4716/ Contract Number: 1303**

Minimum Prevailing Wage Rates and Title 36 Public Contracts Follows
See attached Links:

<http://labor.state.ak.us/lss/pamp600.htm>
<http://labor.alaska.gov/lss/forms/Pam400.pdf>



Office of the City Clerk
PO BOX 307
Valdez, AK 99686

March 29, 2017

Valdez Yellow Cab
P.O. Box 342
Valdez, AK 99686

Dear Gail:

Enclosed is the application packet for the annual renewal of your certificate of public conveyance. Your current certificate expires on June 1, 2017.

Please return the completed renewal application, along with all documents as listed in the renewal application check list. The renewal application fee in the amount of \$100 must be paid at the time of application. You will need to contact the Valdez Police Department for the vehicle inspections and provide a current inspection permit for each vehicle issued by the officer.

Just as a reminder, all vehicles used in the operation of your business to transport the public, must be inspected and listed on the vehicle inventory sheet. Valid insurance for each vehicle used and copies of chauffeur's licenses for every driver employed by your business must be included with your application at the time of submission.

Please return your completed application packet to my office no later than Monday, April 24, 2017. If for some reason you are unable to meet this deadline for any reason, please contact me PRIOR to April 24th.

Upon receipt of your application and required documents, I will process your certificate renewal and send to the Ports & Harbor Commission and City Council for review and approval. At this time, your certificate renewal application is scheduled to appear on the Ports & Harbor Commission agenda on May 1, 2017 and on the City Council agenda on May 16th. Under this timeline, your renewal application will be approved well before the expiration date of your current certificate.

Please feel free to contact me at aferko@ci.valdez.ak.us, office (907) 834-3468, or cell (907) 202-0711 with questions or concerns.

Sincerely,

Allie Ferko
Deputy City Clerk



Certificate of Public Convenience and Necessity

Renewal Application Check List

*Submit all documents in one package by established deadline.
Failure to do so could result in possible suspension of your current certificate.*

Checklist returned and complete:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Application returned and complete:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Renewal Application Fee (\$100) paid, with receipt attached:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Current Rate/Fare:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Rate/fare list attached:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Are there any proposed changes to prior rates/fares:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Current State of Alaska business registration attached:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Current City of Alaska business registration attached:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
For Vehicle Operators/Drivers:	
Form complete with list of operators/drivers:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Copies of Chauffeur's License for each driver:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Vehicle List form complete covering <u>all vehicles</u> operated under the Public Convenience Certificate:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
For Vehicle #1: <u>2007 Nissan Quest</u>	
Complete Vehicle For Hire Permit attached:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Complete for Hire Vehicle Inspection form:	
(Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal)	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Current Insurance Policy Attached:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Is insurance current (not expired):	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Does insurance cover vehicle listed (confirm VIN):	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
For Vehicle #2 (if applicable): <u>2008 Dodge Caravan</u>	
Complete Vehicle For Hire Permit attached:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Complete for Hire Vehicle Inspection form:	
(Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal)	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Current Insurance Policy Attached:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Is insurance current (not expired):	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Does insurance cover vehicle listed (confirm VIN):	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>



For Vehicle #3 (if applicable): N/A

Complete Vehicle For Hire Permit attached:

Yes: _____ No: _____

Complete for Hire Vehicle Inspection form:

(Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal)

Yes: _____ No: _____

Current Insurance Policy Attached:

Yes: _____ No: _____

Is insurance current (not expired):

Yes: _____ No: _____

Does insurance cover vehicle listed (confirm VIN):

Yes: _____ No: _____

For Vehicle #4 (if applicable): N/A

Complete Vehicle For Hire Permit attached:

Yes: _____ No: _____

Complete for Hire Vehicle Inspection form:

(Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal)

Yes: _____ No: _____

Current Insurance Policy Attached:

Yes: _____ No: _____

Is insurance current (not expired):

Yes: _____ No: _____

Does insurance cover vehicle listed (confirm VIN):

Yes: _____ No: _____

For Vehicle #5 (if applicable): N/A

Complete Vehicle For Hire Permit attached:

Yes: _____ No: _____

Complete for Hire Vehicle Inspection form:

(Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal)

Yes: _____ No: _____

Current Insurance Policy Attached:

Yes: _____ No: _____

Is insurance current (not expired):

Yes: _____ No: _____

Does insurance cover vehicle listed (confirm VIN):

Yes: _____ No: _____

For City Clerk Use Only

Date application and supporting documentation submitted: 5/1/2017

Date application verified as complete, to include policy expiration dates: 5/9/2017

Meeting date application sent to City Ports & Harbor Commission: 5/15/2017 Approved / Disapproved (Circle One)

Meeting date application sent to City Council: 06/06/2017 Approved / Disapproved (Circle One)

Date Public Convenience and Necessity Certificate Issued: _____

Date Notification of Disapproval Given to Owner (if applicable): _____

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

Date: 3/25/2017

Application Year: 2017

Legal Name of and Address of Applicant Company:

Valdez Yellow Cab

Name and Address of Owner, Partners or Corporate Officers:

GAIL M. JOHNSON

Insurance Carrier and Policy No. **(Attach copy of current policy)** ✓

National Casualty Company #CA07771330

Location of Dispatch Office or Terminal:

#195 Mexican Village, Valdez, AK. 99686

Telephone No.: 835-2500

Number of Vehicles by Virtue of this Certificate: 2

✓ **Please complete the attached vehicle form.**

Are there any additions or deletions to your proposed route: Yes _____ No X

^{N/A} **Please attach a copy of your current route.** ^{ALL} - VALDEZ

If you answered yes, please describe changes:

N/A

Are there any changes to your Rate/Fare: Yes _____ No X

✓ **Please attach a current rate/fare sheet with this application.**

Do you have a current vehicle inspection permit: Yes X No _____

If yes, please attach a copy of your permit. If no, please contact the police department and obtain the permit, submit a copy of this permit with your renewal application.

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

Renewal Application Fee: \$100.00 ✓

(This renewal application must be returned to the City Clerk along with payment in the amount of \$100 payable to the City of Valdez.)

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

Erik M. Johnson
Signature of Owner/Agent

Subscribed and sworn to before me this 1st day of May, 2017.



Danae Gilfillan
Notary Public in and for the State of
Alaska

My Commission
Expires: 4/14/2019



November 4, 2016

Valdez Yellow Cab
Gail M. Johnson, dba:
PO Box 996
Valdez, AK 99686

Re: Commercial Automobile Insurance
National Casualty Company, #CAO7771330

Dear Gail,

We are pleased to enclose your commercial automobile policy issued by National Casualty Company for the 11/03/2016 to 11/03/2017 term.

Please review the list of currently insured autos. It is important that you contact us to add any vehicles on to the policy *prior* to use. I have also included a vehicle identification card for each insured vehicle. Alaska law requires that proof of insurance be kept in the vehicle at all times.

The annual premiums were financed by you using Imperial PFS. Your monthly payments are due to Imperial PFS on the 3rd day of each month beginning December 2016.

A review of the policy has been made and we find that coverage appears to have been issued as requested. We encourage you to make your own review of the policy to help you become more familiar with the coverage provided and the terms, conditions, exclusions and endorsements that apply.

Your continued business with Combs Insurance Agency, Inc. is greatly appreciated.

Sincerely,

Tamara M. Combs, CIC
Account Manager

National Casualty Company

COMMERCIAL AUTO COVERAGE

BUSINESS AUTO COVERAGE FORM SUPPLEMENTAL DECLARATIONS

Policy No.: CAO7771330 Effective Date: 11-03-16
 12:01 A.M. Standard Time
 Named Insured: VALDEZ YELLOW CAB Agent No.: 54006

Item 1. Business Description: TAXI OPERATOR

Form of Business: ☐ Corporation ☐ Limited Liability Company ☒ Individual ☐ Partnership
☐ Other:

Audit Period (If applicable): ☒ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly

Item 2. Schedule of Coverages and Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit	Premium
		The Most We Will Pay for Any One Accident or Loss	
Covered Autos Liability	7	\$ 500,000	\$ 4,490
Personal Injury Protection (P.I.P.) (or equivalent No-fault coverage)		Separately stated in each P.I.P. endorsement, minus any Deductible shown therein or scheduled on form CA-117.	
Added P.I.P. (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement.	
Property Protection Insurance (P.P.I.) (Michigan only)		Separately stated in the P.P.I. endorsement minus Deductible for each "accident."	
Auto Medical Payments	7	\$ 1,000 each insured	\$ 162
Medical Expense And Income Loss Benefits (Virginia only)		Separately stated in Each Medical Expense And Income Loss Benefits Endorsement.	
Uninsured Motorists (UM)	7	Separately stated in each UM endorsement.	\$ 148
Underinsured Motorists (UIM) (when not included in UM Coverage)		Separately stated in each UIM endorsement.	
Physical Damage Comprehensive Coverage	7	Actual cash value, cost of repair or stated amount, whichever is less, minus any applicable Deductible for each covered "auto." (See Item 4. for hired or borrowed "autos.")	\$ 201
Physical Damage Specified Causes of Loss Coverage			
Physical Damage Collision Coverage	7	See Schedule of Covered Autos You Own. See Item 4. for Hired or Borrowed Autos	\$ 295
Physical Damage Towing and Labor		for each disablement of a private passenger "auto."	
Form(s) and endorsement(s) applying to this coverage form and made a part of this policy at the time of issue: See Schedule of Forms and Endorsements.		Premium for Endorsements	
		Estimated Total Premium (This policy maybe subject to final audit.)	\$ 5,296

City of Valdez
212 Chenega Ave
PO Box 307
Valdez AK 99686

1-907-835-4313

Receipt No: 18.005947

May 1, 2017

Chauffers License

Previous Balance: .00

General 100.00

~~Chauffers License~~

Taxi 100.00

Total: =====

100.00

Cash

Paupers

Taxi

~~Chauffers License~~

Total Applied: 100.00

Change Tendered: .00

Duplicate Copy
05/01/2017 3:19 PM

VALDEZ YELLOW CAB PRICE LIST:

Please, no checks written to
Valdez Yellow Cab, Thanks

Anywhere in town \$7.00
Zone 2 \$10.00
South Central \$14.00
Airport \$14.00
Glacier Campground \$17.00
Mark's Repair \$14.00
Ball Park \$17.00
Robe River \$18.00
6 Mile \$20.00
Alpine Woods \$24.00
Petro Star \$22.00
Solomon Gulch \$24.00
**Blueberry Hill, Cottonwood Sub.,
and Homestead Road \$10.00**
Homestead Rd. to Airport \$15.00
Alyeska Terminal \$25.00
2 people \$15.00 each
3 people \$13.00 each
4 people or more \$11.00 ea.

\$3.00 for each additional person

\$3.00 for additional stop

Children under 12, accompanied by an adult-free

Deliveries are the base fare, plus \$4.00

Jump starts are the base fare, plus \$10.00

Waiting time is \$.50 per minute

Alaska Business License #

739897

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing

P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

VALDEZ YELLOW CAB

POB 996 VALDEZ AK 99686

owned by

GAIL M JOHNSON

is licensed by the department to conduct business for the period

December 27, 2016 through December 31, 2018

for the following line of business:

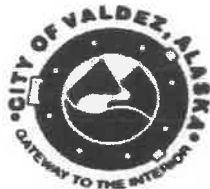
48 - Transportation and Warehousing

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

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

Chris Hladick





**CITY OF VALDEZ, ALASKA
BUSINESS REGISTRATION #425**

This is to certify that

Valdez Yellow Cab

NAME OF BUSINESS

Johnson, Gail M.

OWNER

**PO Box 996
Valdez AK 99686**

ADDRESS

is a registered business in compliance with Section 5.04 of the Valdez City Code.

Selah Bauer

Business Registrar
City of Valdez, Alaska

12/31/2017

Expiration Date

NOTE: BUSINESS REGISTRATIONS are required to be renewed yearly.

DRIVERS OPERATING FOR HIRE VEHICLES UNDER THIS PERMIT

Attach copies of current City of Valdez Chauffeur's License

Permit Year: 2017

Driver #1

Name: GAIL M. JOHNSON

DOB: 6/9/1952

Driver's License No.: 6289283/Chauffeur's #

Expiration Date of Chauffeur's License: 12/31/18

Copy of Chauffeur's License Attached: YES / NO

Driver #2

Name: Wesley Knox McATEE

DOB: 8/20/1966

Driver's License No.: 6256515

Expiration Date of Chauffeur's License: 12/31/18

Copy of Chauffeur's License Attached: YES / NO

Driver #3

Name: Carol White

DOB: 7/4/1959

Driver's License No.: 5741402

Expiration Date of Chauffeur's License: 12/31/18

Copy of Chauffeur's License Attached: YES / NO

Driver #4

Name: Beryl Smith

DOB: 3/4/1952

Driver's License No.: 0461227

Expiration Date of Chauffeur's License: 12/31/18

Copy of Chauffeur's License Attached: YES / NO

Driver #5

Name: N/A

DOB: _____

Driver's License No.: _____

Expiration Date of Chauffeur's License: _____

Copy of Chauffeur's License Attached: YES / NO

Driver #6

Name: N/A

DOB: _____

Driver's License No.: _____

Expiration Date of Chauffeur's License: _____

Copy of Chauffeur's License Attached: YES / NO

Driver #7

Name: N/A

DOB: _____

Driver's License No.: _____

Expiration Date of Chauffeur's License: _____

Copy of Chauffeur's License Attached: YES / NO

Driver #8

Name: N/A

DOB: _____

Driver's License No.: _____

Expiration Date of Chauffeur's License: _____

Copy of Chauffeur's License Attached: YES / NO

City of Valdez



Gail Johnson
Yellow Cab Company

DOB: 6/9/1952

Driver's License #: 6289283

Issued By: Carl Hinkle, Chief of Police

License Expires: 12/31/18

**CHAUFFEUR'S
LICENSE**

City of Valdez



Wesley McAtee
Yellow Cab Company

DOB: 8/20/1966

Driver's License #: 6756515

Issued By: Bart Hinkle, Chief of Police

License Expires: 12/31/18

CHAUFFEUR'S
LICENSE

City of Valdez



Carol White
Yellow Cab Company

DOB: 07/04/1959

Driver's License #: 5741402

Issued By: William Comor, Chief of Police

License Expires: 12/31/18

**CHAUFFEUR'S
LICENSE**



Carol E. White

♥
CAROL ELAINE WHITE
PO BOX 342
VALDEZ, AK 99686

USA

DRIVER LICENSE
5741402

Alaska

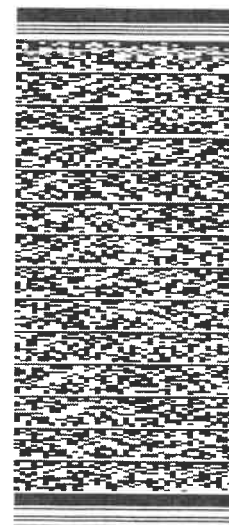
DATE OF BIRTH	SEX	HEIGHT	WEIGHT	EYES
07-04-1959	F	5-05	183	BLU
ISSUE DATE	CLASS	D		
12-21-2015	ENDORSEMENTS	NONE		
EXPIRES	RESTRICTIONS	NONE		
02-19-2016	DUPLICATE NUM	0		



EXPIRES LAST DAY OF: JUL 2018
 LICENSE NO. FJY181
 TAB NO. J246753
 CLASS 11
 DATE 07/26/2016
 VEHICLE IDENTIFICATION NO. 2D8HN44H98R603060

VEHICLE DESCRIPTION

MAKE DODG
 MODEL CYN
 YEAR 2008
 BODY VP
 COLOR SIL
 WEIGHT 4217
 UNIT



FEES

REGISTRATION	TITLE	LIEN	MVRT	INSPECTION	TP/MISC	TOTAL
100.00	0.00	0.00	0.00	0.00	0.00	100.00

OWNER/REGISTRANT

BERYL J SMITH

MAILING ADDRESS

PO BOX 1329

VALDEZ AK 99686

836 Rev. 10/2010

www.Alaska.gov

503 7158 07 26 2016 1337

LIENHOLDER:

FIRST NATIONAL BANK ALASKA
 RESIDENCE ADDRESS
 407 DYLEN DR

VALDEZ AK 99686

ALASKA AUTOMOBILE

INSURANCE IDENTIFICATION CARD

(STATE)

COMPANY NUMBER

COMPANY

HARTFORD INS CO OF MIDWEST

POLICY NUMBER

55 PHH969808-351795

EFFECTIVE DATE

02-06-17

EXPIRATION DATE

02-06-18

YEAR

2008 DODGE GRAND CARA

MAKE/MODEL

VEHICLE IDENTIFICATION NUMBER
 2D8HN44H98R603060

INSURED

SMITH, BERYL J E

P O BOX 1329

VALDEZ

AK 99686

SEE IMPORTANT NOTICE ON REVERSE SIDE

City of Valdez



Beryl Smith

Yellow Cab Company

DOB: 3/4/1952

Driver's License #: 0461227

Special City: Beryl Smith, Chief of Police

License Expires: 12/31/18

CHAUFFEUR'S LICENSE

USA

DRIVER LICENSE
 0461227

Alaska

DATE OF BIRTH	SEX	HEIGHT	WEIGHT	EYES
03-04-1952	F	5-03	105	BLU
ISSUE DATE	CLASS	ENDORSEMENTS	RESTRICTIONS	DUPLICATE NUM
03-31-2017	D	NONE	1	0
EXPIRES	03-04-2022			

BERYL JIMELSA ELLEN SMITH
 PO BOX 1329
 VALDEZ, AK 99686

VEHICLES TO BE OPERATED UNDER THIS PERMIT

Attach copies of current vehicle insurance and State of Alaska vehicle registration for each vehicle listed.

Permit Year: 2017

Make: Nissan

Make: Dodge

Model: Quest

Model: Caravan

Serial No: 5N1BV2BU27N102

Serial No: 2D8HN44H98R603060

License No: Jedi 171

License No: FJY181

Color: silver

Color: Silver

Registered Owner: Chad M. Smith

Registered Owner: Beryl Smith

* Inspected By: [Signature]

Inspected by: Gondak 242

* Date of Inspection: 4/20/17

Date of Inspection: 5/1/2017

Make: _____

Make: _____

Model: _____

Model: _____

Serial No: _____

Serial No: _____

License No: _____

License No: _____

Color: _____

Color: _____

Registered Owner: _____

Registered Owner: _____

Inspected by: _____

Inspected By: _____

Date of Inspection: _____

Date of Inspection: _____

2017 FOR HIRE VEHICLE PERMIT

Registered Owner of Vehicle

Name: CHAIL M. JOHNSON
Address: POB 996, LOT #195, VALDEZ AK 99684

Owner of Certificate of Public Convenience:

Name: CHAIL M. JOHNSON
Address: POB 996, LOT #195, VALDEZ AK 99684

Vehicle License No: JEP1171

VIN#: 5N1BV28U27N102003

Make: NISSAN 2007

Model: QUEST

Color: SILVER

Insurance Company: COMBOS

Policy# CA07771330

Vehicle Inspected by: [Signature] 261 X

Date of Inspection: 4/20/17 X

Signature of Registered Owner: [Signature]

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

Permit issued on 5/9/17

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

CITY OF VALDEZ

2017 FOR HIRE VEHICLE INSPECTION

COMPANY: Valdez Yellow Cab FOR HIRE VEHICLE ID# _____

ADDRESS: FOB 996 TELEPHONE#: _____

REGISTERED OWNER OF VEHICLE: CHAIL M JOHNSON

VEHICLE MAKE Nissan MODEL Quest YEAR 2007

VEHICLE LICENSE# JED1171 VIN# 5N1BV28U27N102003

INSPECTING OFFICER: Mott/977 DATE OF INSPECTION: 4/18/17

ITEM	GOOD	FAIR	NEEDS REPAIR	REMARKS OR INSTRUCTIONS
Head Lights	X			
Tail Lights	X	X	Left one needs repair	
Brake Lights		X	↓	Re-inspected on 4/20/17 by 261. light repaired
Emergency Flashers	X			
Back Up Lights	X			
Turn Signals	X			
Top "Taxi" Light			N/A	
Interior Light	X			
Horn	X			
Windshield Wipers	X			
Exhaust System	X			
Tires	X			
Vehicle Marked	X			
Proper Lettering	X			
License Plate Light		X		
Steering	X			
Brakes	X			
Interior Condition	X			

INSURANCE IDENTIFICATION CARD

OP ID TC

COMPANY NUMBER
11991

STATE
Alaska

COMPANY
NATIONAL CASUALTY COMPANY

POLICY NUMBER
CA07771330

EFFECTIVE DATE
11/03/16

EXPIRATION DATE
11/03/17

YEAR
2007

MAKE/MODEL
NISSAN QUEST

VEHICLE IDENTIFICATION NUMBER
5N1BV28U27N102003

AGENCY/COMPANY ISSUING CARD

Combs Insurance Agency, Inc. 907-745-2144
Tamara M. Combs, CIC
341 S. Alaska Street
Palmer, AK 99645

INSURED

Gail M. Johnson, dba:
Valdez Yellow Cab
PO Box 996
Valdez, AK 99686

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents
to your Agent/Company as soon as possible.
Obtain the following information:

1. Name and address of each driver,
passenger and witness.
2. Name of Insurance Company and policy
number for each vehicle involved.

COVERAGE MEETS MINIMUM LIABILITY INSURANCE PRESCRIBED BY LAW

ACORD 50 WM (2/95)

2017 FOR HIRE VEHICLE PERMIT

Registered Owner of Vehicle

Name: Beryl Tyne Smith
Address: P.O. Box 1329, Valdez, AK 99686

Owner of Certificate of Public Convenience:

Name: GAIL M. JOHNSON
Address: POB 996, #195 Aleutian Village

Vehicle License No: F3Y 181

VIN#: 2D8HN44H98R603060

Make: Dodge

Model: Grand Caravan

Color: Silver

Insurance Company: Hartford

Policy# 55 PHA969808-351795

Vehicle Inspected by: Gondelc/242

Date of Inspection: 5-1-17

Signature of Registered Owner: [Signature]

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

Permit issued on 5/9/17

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

**CITY OF VALDEZ
FOR HIRE VEHICLE INSPECTION**

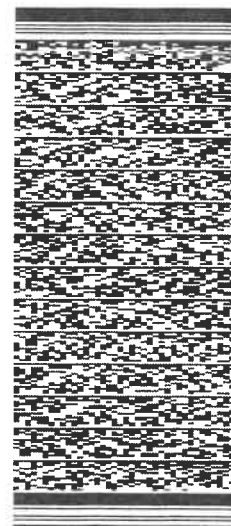
Company: Valdez Yellow Cab FOR HIRE VEHICLE ID#: N/A.
 ADDRESS: Po Box 996 ; Valdez, AK 99686 TELEPHONE #: 835-2500.
 REGISTERED OWNER OF VEHICLE: Beryl Smith
 VEHICLE MAKE: DODGE MODEL: CVN VEHICLE YEAR: 2008
 VEHICLE LICENSE #: F3Y181 VEHICLE VIN #: 2D8HN44H98R603060
 INSPECTING OFFICER: Gondek/242 DATE OF INSPECTION: 5/1/17

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

EXPIRES LAST DAY OF: LICENSE NO. TAB NO. CLASS DATE VEHICLE IDENTIFICATION NO.
 JUL 2018 EJY181 J246753 11 07/26/2016 2D8HN44H98R603060

VEHICLE DESCRIPTION

MAKE DODG
 MODEL CVN
 YEAR 2008
 BODY VP
 COLOR SIL
 WEIGHT 4217
 UNIT



FEES

REGISTRATION	100.00
TITLE	0.00
LIEN	0.00
MV/RT	0.00
INSPECTION	0.00
TP/MISC	0.00
TOTAL	100.00

OWNER/REGISTRANT

BERYL J SMITH

MAILING ADDRESS

PO BOX 1329
 VALDEZ AK 99686

836 Rev. 10/2010

www.Alaska.gov

503 7158 07 26 2016 1337

ALASKA AUTOMOBILE

INSURANCE IDENTIFICATION CARD

(STATE)

COMPANY NUMBER

HARTFORD INS CO OF MIDWEST

POLICY NUMBER
55 PHH969808-351795

EFFECTIVE DATE 02-06-17 EXPIRATION DATE 02-06-18

YEAR
2008 MAKE/MODELVEHICLE IDENTIFICATION NUMBER
2D8HN44H98R603060

INSURED

SMITH, BERYL J E
 P O BOX 1329
 VALDEZ

AK 99686

SEE IMPORTANT NOTICE ON REVERSE SIDE

City of Valdez



Beryl Smith
 Yellow Cab Company

DOB: 3/4/1952

Driver's License #: 0461227

Signed By: David Munkle, Chief of Police

License Expires: 12/31/18

CHAUFFEUR'S LICENSE

USA
 DRIVER LICENSE
 0461227

Alaska

DATE OF BIRTH	SEX	HEIGHT	WEIGHT	EYES
03-04-1952	F	5-03	195	BLU
ISSUE DATE	CLASS	D		
03-31-2017	ENDORSEMENTS	NONE		
EXPIRES	RESTRICTIONS	1		
03-04-2022	DUPLICATE NUM	0		

BERYL JIMELSA ELLEN SMITH
 PO BOX 1329
 VALDEZ, AK 99686

Chapter 5.16 FOR-HIRE VEHICLES

Sections:

<u>5.16.010</u>	Definitions.
<u>5.16.020</u>	Certificate of public convenience and necessity required.
<u>5.16.030</u>	Application for certificate.
<u>5.16.040</u>	Exemptions.
<u>5.16.050</u>	Ports and harbor commission recommendation.
<u>5.16.060</u>	Public hearing.
<u>5.16.070</u>	Approval of certificate.
<u>5.16.080</u>	Rates and routes.
<u>5.16.090</u>	Action of city council.
<u>5.16.100</u>	Issuance.
<u>5.16.110</u>	Renewal.
<u>5.16.120</u>	Transfer of certificates.
<u>5.16.130</u>	Suspension and revocation of certificates.
<u>5.16.140</u>	For-hire service.
<u>5.16.150</u>	Manifests.
<u>5.16.160</u>	Holder's records and reports.
<u>5.16.170</u>	Chauffeur's license—Required.
<u>5.16.180</u>	Chauffeur's license—Application and requirement.
<u>5.16.190</u>	Chauffeur's license—Police investigation of applicant—Traffic and police record.
<u>5.16.200</u>	Chauffeur's license—Consideration of application.
<u>5.16.210</u>	Chauffeur's license—Issuance—Duration—Annual fee.
<u>5.16.220</u>	Chauffeur's license—Temporary license.
<u>5.16.230</u>	Chauffeur's license—Display.
<u>5.16.240</u>	Chauffeur's license—Suspension and revocation.
<u>5.16.250</u>	Chauffeurs's license—Appeals.
<u>5.16.260</u>	Vehicle permit—Required.
<u>5.16.270</u>	Vehicle permit—Application.
<u>5.16.280</u>	Vehicle permit—Insurance required.
<u>5.16.290</u>	Posting of insurance.
<u>5.16.300</u>	Action by chief of police—Terms and conditions—Requirements for vehicles.
<u>5.16.310</u>	Vehicle permit—Issuance—Fee—Expiration—Display.
<u>5.16.320</u>	Vehicle permit—Inspection of vehicles.
<u>5.16.330</u>	Vehicle permit—Transferability.
<u>5.16.340</u>	Vehicle permit—Issuance of duplicates.
<u>5.16.350</u>	Rate card required.
<u>5.16.360</u>	Receipts.
<u>5.16.370</u>	Refusal of passenger to pay legal fare.
<u>5.16.380</u>	Vehicle permit—Suspension.
<u>5.16.390</u>	Vehicle permit—Revocation.
<u>5.16.400</u>	Vehicle permit—Appeals.
<u>5.16.410</u>	Enforcement—Police department.
<u>5.16.420</u>	Violation—Penalty.

5.16.010 Definitions.

The following words and phrases when used in this chapter have the meanings as set out herein:

"Certificate" means a certificate of public convenience and necessity issued by the city clerk upon approval by the city council, authorizing the holder thereof to conduct a taxicab, motor bus or other for-hire vehicle business in the city.

"Chauffeur's license" means the permission granted by the police department to a person to drive a taxicab, bus or other for-hire vehicle upon the streets of the city.

"Cruising" means the driving of a taxicab on the streets, alleys or public places of the city in search of, or soliciting, prospective passengers for hire.

"Holder" means a person to whom a certificate of public convenience and necessity has been issued.

"Manifest" means a daily record prepared by a driver of all trips made by the driver, showing time and place of origin, destination, number of passengers, and the amount of fare of each trip.

"Motor bus" means any motor vehicle operating over established and fixed routes or under private charter agreement, and serving the public at large or any person who is willing to pay the fare or fee assessed, and having a certificate to operate a motor-bus service and not otherwise exempt under Section 5.16.040.

"Other for-hire vehicle" means any other motor vehicle not fitting within the definitions of taxicab or motor bus, and yet used and operated as a carrier of passengers for pay, or for a fare, or for hire; including, but not limited to, sightseeing vehicles, shuttle buses and limousines, and having a certificate to operate the particular for-hire service and not otherwise exempt under Section 5.16.040.

"Person" includes an individual, a corporation or other legal entity, a partnership, and any unincorporated association.

"Rate card" means a card displayed in each taxicab which contains the rates of fare then in force.

"Standard zone fares" means the uniform standard fares then in force for the different types of for-hire vehicle services operating as approved by the city council.

"Taxicab" means a motor vehicle regularly engaged in the business of carrying passengers for hire, and not operated on a fixed route and having a certificate to operate a taxicab service. (Prior code § 26-1)

5.16.020 Certificate of public convenience and necessity required.

No person shall operate or permit a taxicab, bus or other for-hire vehicle owned or controlled by him to be operated upon the streets of the city without having first obtained a certificate of public convenience and necessity from the city clerk upon approval by the city council. (Prior code § 26-2)

5.16.030 Application for certificate.

An application for a certificate shall be filed with the city manager or his designee upon forms provided by the city; and the application shall be verified under oath and shall furnish the following information:

A. Date of application;

B. The complete legal name and address of the person to whom the certificate, if granted, is to be issued;

- C. The nature of the entity under which the applicant intends to do business (sole proprietorship, partnership, association or corporation);
- D. The name and address of the owner of the entity if a sole proprietorship; or the names and addresses of the partners or members if the entity is a partnership or association; or the names, addresses and positions of the corporate officers if the entity is a corporation;
- E. The exact name under which the applicant will conduct business;
- F. Any facts which the applicant believes tend to prove that public convenience and necessity require the granting of a certificate;
- G. The term for which the certificate is sought (normal term will run from January 1st to December 31st each year);
- H. The location of the terminal or dispatch office from which the vehicles are to operate upon the granting of a certificate therefor;
- I. The number of vehicles sought to be operated under and by virtue of the certificate, and the nature of each of these vehicles, be it taxicab, motor bus or other for-hire vehicles such as airline service and sightseeing automobiles and limousines. Additional vehicles may be added to the fleet during the year as needed, subject to safety inspection;
- J. The make, model (year), engine or serial number, state license number and registered owner of each vehicle to be operated under the certificate. An addendum to the application shall be made each time a vehicle, not listed in the original application, is to be operated under the certificate. Such addendum shall include the make, model (year), engine or serial number, state license number, the registered owner and acknowledgment that the vehicle has obtained or will obtain prior to operation, a vehicle permit pursuant to Sections 5.16.260 through 5.16.400 of this chapter;
- K. The proposed routes and the proposed rates and fares to be charged. This subsection pertains to taxicabs only. Charter buses are exempt;
- L. The basis of control and regulation which the applicant intends to create or exercise over those persons who are to actually drive the vehicles to be operated under the certificate, be it employer, employee, principal, agent or other contractual or licensing agreement;
- M. The distinctive color scheme, if any, which the applicant intends to apply to the exterior of each vehicle to be operated under the certificate, including the color scheme of any lettering or numbers to appear on such exterior;
- N. A statement by the applicant that he will comply with Section 5.16.150 and Section 5.16.160 of this chapter regarding the maintenance, preservation and reporting of its operational records;
- O. A statement by the applicant that if the applicant's place of business or dispatch office is located outside the city he agrees to designate the city clerk as his agent to accept service of process issuing out of any court pertaining to actions arising out of the enforcement of this chapter, or in the alternative a statement designating some other agent residing within the city for such purposes;
- P. The applicant must tender the certificate fee of one hundred dollars; provided, that if the application is approved with conditions, restrictions or limitations attached, the applicant will be free to withdraw the application and have the certificate fee refunded;

Q. The application shall be subscribed by the applicant or, where proper, a partner or officer thereof; shall set forth the capacity in which the subscriber acts; the name of the company for whom he acts; and if a corporation, shall bear the corporate seal and shall state that the information supplied is true and correct;

R. There shall also be submitted with this application copies of proposed policies of liability or indemnity insurance providing coverage as required by Section 5.16.280 of this chapter.

S. Such further information as the city manager or his designee may require. (Prior code § 26-3)

5.16.040 Exemptions.

Motor bus and other for-hire vehicle services regulated by the Interstate Commerce Commission, and school bus operations regulated by the board of education or the Valdez School District are exempt from regulation under this chapter. (Prior code § 26-4)

5.16.050 Ports and harbor commission recommendation.

Upon the filing of an application, the city manager or his designee shall present the application to the ports and harbor commission for its consideration and recommendation to the city council. In making its recommendation, the ports and harbor commission shall take into consideration the number of taxicabs, buses and other for-hire vehicles already in operation, the proposed routes and whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions, the reasonableness of the proposed rates then in effect for that type of for-hire service, and the character and responsibility of the applicant. (Ord. 96-20 § 1: prior code § 26-5)

5.16.060 Public hearing.

Upon receipt of the ports and harbor commission's recommendation, the city clerk shall fix a time and place for a public hearing before the city council thereon. Notice of such hearing shall be given to the applicant and to all persons to whom certificates of public convenience and necessity have been theretofore issued. Due notice shall also be given the general public by publishing a notice of such hearing in the local newspaper. Any interested person may file with the city clerk a memorandum in support of or opposition to the issuance of a certificate. (Ord. 96-20 § 2: prior code § 26-6)

5.16.070 Approval of certificate.

A. If the city council finds that further taxicab, bus or other for-hire vehicle service in the city is required by the public convenience and necessity and that the applicant is fit, willing and able to perform such public transportation and to conform to the provisions of this chapter and the rules promulgated by the city council, then the application shall be approved.

B. In making the above findings, the city council shall take into consideration the number of taxicabs, buses and other for-hire vehicles already in operation, the proposed routes and whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions, the reasonableness of the proposed rates and fares and whether they conform to the approved rates and fares then in effect for that type of for-hire service, and the character and responsibility of the applicant. (Prior code § 26-7)

5.16.080 Rates and routes.

Rates charged by taxicab services shall be uniform. No rate shall be charged by a taxicab without prior approval by the city council. (Prior code § 26-8)

5.16.090 Action of city council.

The city council shall take final action on all applications submitted for a certificate of public convenience and necessity, and may approve, modify, limit or deny the application. (Prior code § 26-9)

5.16.100 Issuance.

Upon approval of an application under this article by the city council, the city clerk shall cause to be executed, under the seal of the city and the signature of the city clerk, a certificate of public convenience and necessity to the applicant. Where the city council has imposed modifications, limitations or conditions in approving the application, such will be set forth on the certificate. Immediately thereafter the certificate shall be held by the city clerk for a period not exceeding fifteen days, during which time the applicant shall be entitled to delivery of the same if the fee required pursuant to Section 5.16.030(P) has been paid. If, after fifteen days have elapsed, the applicant has failed to accept the certificate as tendered, the same shall be canceled by the city clerk, with the city council to be advised of this action. (Prior code § 26-10)

5.16.110 Renewal.

A. No certificate shall be issued for a period of greater than one year. To renew a certificate the holder must review his original application and, at least thirty days prior to its expiration, complete a renewal application form detailing only that information that has changed the original application was submitted. The holder shall certify in the renewal application that other than the changes noted, the information contained in the original application statement is true, correct and unchanged. A one-hundred dollar recertification fee and a copy of the holder's liability or indemnity insurance policies then in effect must accompany the renewal application.

B. All applications for renewal of certificates of public convenience and necessity must be considered by the transportation commission and approved by the city council. A certificate shall be approved for renewal unless the city council finds, pursuant to Section 5.16.130 of this chapter that grounds exist for suspension or revocation of the certificate. (Prior code § 26-11)

5.16.120 Transfer of certificates.

No certificate of public convenience and necessity may be sold, assigned, mortgaged or otherwise transferred without the consent of the city council. All approved transfers shall require payment of a further certificate fee of one hundred dollars; except that the city council may waive such fee where the real party in interest remains substantially unchanged. (Prior code § 26-12)

5.16.130 Suspension and revocation of certificates.

A. A certificate issued under the provisions of this chapter may be revoked or suspended by the city council if the holder thereof has:

1. Violated any of the provisions of this chapter;
2. Discontinued operations without reasonable cause for more than three days;
3. Violated any ordinances of the city of Valdez, or the laws of the United States or the state of Alaska, the violations of which reflect unfavorably on the fitness of the holder to offer public transportation;
4. Breached any condition, limitation or modification imposed by the city council in approving the application for such certificate;
5. Breached any covenant or agreement undertaken by the holder in making application for such certificate;

6. Been delinquent in payment to the city of any consumer sales taxes due on fares collected for the transportation of passengers in vehicles operated under the certificate;
7. Violated any standard zone fare charge or rate regulated by this chapter;
8. Violated any of the provisions of this chapter pertaining to vehicle permits or chauffeur's licenses, by allowing a vehicle to operate without a vehicle permit or to be operated by any other than a duly and properly licensed chauffeur;
9. Made any false statement in the application;
10. Failed to give over-all service as required by Section 5.16.140.

B. Before suspending or revoking any certificate, the city manager shall, after not less than three days written notice stating the cause of complaint, conduct a hearing into the matters complained of at a date, time and place of hearing set forth in the notice. In the event of an adverse decision by the city manager, appeal may be taken to the city council by letter submitted thereto within seven days following action by the city manager. The city council may thereafter require the personal appearance of the appellant for the purposes of hearing and examining into the cause, and taking appropriate action thereon. If no such appeal is made in writing, the recommendation of the city manager shall be put into effect. (Prior code § 26-13)

5.16.140 For-hire service.

- A. All persons engaged in the taxicab, motor bus or other for-hire vehicle business in the city operating under the provisions of this chapter shall render an over-all service to the public desiring to use these services.
- B. Holders of certificates of public convenience and necessity operating taxicabs or other on-call vehicle services shall answer all calls received by them for services inside the corporate limits of Valdez as soon as they can do so, and if such services cannot be rendered within a reasonable time they shall then notify the prospective passengers how long it will be before the call can be answered and give the reason therefor. Any holder who shall refuse to accept a call anywhere in the corporate limits of Valdez and transport an orderly person upon request and tender of the proper fee at any time when such holder has a vehicle available; or who shall fail or refuse to give over-all service, shall be deemed a violator of this chapter and the certificate granted to such holder may be revoked or suspended at the discretion of the city council. (Prior code § 26-14)

5.16.150 Manifests.

- A. Every driver shall maintain a daily manifest upon which are recorded all trips made each day, showing time and place of origin and destination of each trip and amount of fare and all such completed manifests shall be returned to the owner by the driver at the conclusion of his duty week.
- B. Every holder of a certificate of public convenience and necessity shall retain and preserve all drivers' manifests in a safe place for at least the calendar year next succeeding the current calendar year, and such manifests shall be available to city officials upon request by the latter. (Prior code § 26-15)

5.16.160 Holder's records and reports.

- A. Every holder shall keep accurate records of receipts from operations, operating and other expenses, capital expenditures, and such other operating information as may be required by the city council. Every holder shall maintain the records containing such information and other data required by this chapter at a place readily accessible for examination by city officials.

B. All accidents arising from or in connection with the operation of taxicabs which result in death or injury to any person, or in damage to any vehicle, or to any property shall be reported within twenty-four hours from the time of occurrence to the police department in a form of report to be furnished by said department.

C. Copies of all contracts, agreements, arrangements, memoranda, or other writings relating to the furnishing of taxicab shall be made available to city officials upon request. (Prior code § 26-16)

5.16.170 Chauffeur's license—Required.

No person shall operate a taxicab, bus or other for-hire vehicle upon the streets of the city, and no person who owns or controls a taxicab, bus or other for-hire vehicle licensed by the city shall permit it to be so driven at any time for hire, unless the driver of the vehicle shall have first obtained and shall have then in force a chauffeur's license issued under the provisions of this chapter. (Prior code § 26-17)

5.16.180 Chauffeur's license—Application and requirement.

A. An application for a chauffeur's license shall be filed with the police department, and such application shall be verified under oath and shall include the applicant's full legal name, date of birth, social security number and address for the past five years.

B. Additional requirements to be fulfilled prior to the issuance of a chauffeur's license are as follows:

1. The initial application, and each application thereafter, shall be accompanied by a certificate from an Alaska licensed physician certifying that, in his opinion, the applicant is not inflicted with any disease or infirmity which might make him an unsafe or unsatisfactory driver.

2. The applicant for a chauffeur's license to operate a taxicab shall be twenty-one years of age or older, and furnish proof thereof if requested. The applicant for a chauffeur's license to operate a motor bus or other for-hire vehicle shall be nineteen years of age or older and furnish proof thereof if requested.

3. The applicant shall be possessed of a current state driver's license and demonstrate familiarity with the traffic laws of the city and the state.

4. The applicant shall consent to fingerprinting and photographing by the police department.

5. The applicant shall pay an application fee of five dollars which shall not be refundable, and shall submit the fee of ten dollars for the chauffeur's license.

6. The applicant shall not have been convicted of:

a. Assignment, prostitution, solicitation for the purpose of prostitution, offering to secure another for the purpose of prostitution, maintaining a vehicle for the purpose of prostitution or accepting money from a prostitute;

b. A sexual offense;

c. Any felony or misdemeanor which includes as an element the use or threat of force upon a person;

d. Burglary, larceny or embezzlement;

e. Any offense involving moral turpitude;

f. Any other felony wherein any portion of the sentence imposed thereon existed within five years immediately preceding the application; provided, that the applicant has not been convicted of more than one felony and imprisonment under such convictions was for a sentence which was not concurrent.

C. Possession of a valid state school bus operator's permit shall be deemed satisfactory compliance with subsections (B)(1) and (B)(3) of this section. (Prior code § 26-18)

5.16.190 Chauffeur's license—Police investigation of applicant—Traffic and police record.

The police department shall conduct an investigation of each applicant for a chauffeur's license and a report of such investigation and a copy of the traffic and police record of the applicant, if any, shall be attached to the application for consideration by the chief of police. (Prior code § 26-19)

5.16.200 Chauffeur's license—Consideration of application.

The chief of police shall, upon consideration of the application and the reports and certificate required to be attached thereto, approve or reject the application. (Prior code § 26-20)

5.16.210 Chauffeur's license—Issuance—Duration—Annual fee.

A. Upon approval of an application for a chauffeur's license the police department shall issue a license to the applicant which shall bear the name, address, age, signature and photograph of the applicant.

B. All chauffeur's licenses shall expire on the thirty-first day of December of the year following the year in which issued. All applications for renewal of a chauffeur's license shall be submitted not later than thirty days prior to the expiration of the current license and shall be accompanied by the ten-dollar annual license fee. Any person who exclusively drives or operates a school bus either public or private shall not be required to secure a chauffeur's license. (Prior code § 26-21)

5.16.220 Chauffeur's license—Temporary license.

The police department may issue a temporary chauffeur's license to an applicant upon receipt of a complete application as described in Section 5.16.180 pending final action on the application unless he has reason to believe that the applicant is not qualified to hold a chauffeur's license. A temporary license shall automatically expire thirty days after its issuance. (Prior code § 26-22)

5.16.230 Chauffeur's license—Display.

Every driver licensed under this chapter, or his designee, shall post his driver's license as designated by the chief of police in such a place as to be in full view of all passengers while such driver is operating a taxicab, bus or other for-hire vehicle. (Prior code § 26-23)

5.16.240 Chauffeur's license—Suspension and revocation.

The chief of police or his designee may temporarily suspend or permanently revoke a chauffeur's license for any of the following causes:

A. False or erroneous material statements contained in the licensee's application and which were conducive to the issuance of the license;

B. Failure of the licensee to properly display, in any taxicab, motor bus or other for-hire vehicle operated by him within the city, the identification photograph or placard of the licensee provided for such purpose;

C. Operation within the city of a taxicab, motor bus or other for-hire vehicle for which a vehicle permit as provided in this chapter has not been issued, or has been suspended or revoked;

- D. Subsequent conviction of a traffic offense which has resulted in the suspension or revocation of the licensee's state driver's license;
- E. Conviction of a felony, or misdemeanor involving any of the offenses as set out in Section 5.16.180(B)(6);
- F. Charging of a fare or operating a route which is in violation of the provisions of this chapter;
- G. Soliciting patronage in a loud or annoying tone of voice or by sign or in any manner annoying any person or obstructing the movement of any persons, or following any person for the purpose of soliciting patronage;
- H. Refusing to transport an orderly person upon request and tender of the proper fee, unless previously engaged or prohibited from doing so by the provisions of this chapter or the laws of the state;
- I. Operating or remaining in physical control for purposes of operating a taxicab, motor bus or other for-hire vehicle for a period of in excess of twelve consecutive hours; or so operating or physically controlling such vehicle for more than sixteen hours in any twenty-four-hour period;
- J. Permitting any other person to occupy or ride in a taxicab, unless the person or persons first employing the taxicab shall consent to the acceptance of an additional passenger or passengers;
- K. Permitting more persons to be carried in a taxicab as passengers than the rated seating capacity of the taxicab as stated in the permit for said vehicle issued by the police department. A child in arms shall not be counted as a passenger;
- L. Receiving or discharging passengers in the roadway. The driver shall pull up to the right-hand sidewalk as nearly as possible or in the absence of a sidewalk, to the extreme right-hand side of the road and there receive or discharge passengers except upon one-way streets, where passengers may be discharged at either the right or left-hand sidewalk, or side of the roadway in the absence of a sidewalk;
- M. Using the licensee's for-hire vehicle for the sale of drugs, narcotics or for any purpose other than the transporting of passengers. (Prior code § 26-24)

5.16.250 Chauffeurs's license—Appeals.

Any action by the chief of police or his designee which results in the denial of a chauffeur's license, or for the suspension or revocation thereof, may be appealed by the aggrieved party to the city manager within seven days after such action; and in the event of an adverse decision by the city manager further appeal may be taken to the city council by letter submitted thereto within seven days following action by the city manager. The city council may thereafter require the personal appearance of the appellant for the purposes of hearing, and examining into, the cause, and taking appropriate action thereon. (Prior code § 26-25)

5.16.260 Vehicle permit—Required.

No vehicle to be operated under or by virtue of a certificate of public convenience under this chapter shall actually be placed in operation upon the streets of the city until a vehicle permit thereon shall be obtained from the chief of police and thereafter held effective. (Prior code § 26-26)

5.16.270 Vehicle permit—Application.

All applications for vehicle permits shall be made to the chief of police upon forms provided for that purpose, and shall set forth the following information:

- A. The name of the holder of the certificate under which the vehicle is to be utilized;
- B. The name and address of the record title owner of the vehicle;
- C. The make, model (year), engine or serial number, state license number, vehicle permit number (to be supplied by the police department), distinctive exterior color scheme, if any, proposed to be used by the holder of the certificate and the name of the insurer and amount of liability or indemnity insurance coverage on the operation of such vehicle, as well as the insurance policy number;
- D. The application shall be signed by the holder of the certificate under which the vehicle is to operate and also by the record title owner of the vehicle. (Prior code § 26-27)

5.16.280 Vehicle permit—Insurance required.

- A. Before any permit is issued for any taxicab, bus or other for-hire vehicle the applicant shall furnish one or more policies or certificates of liability insurance issued by an insurance company authorized to do business in the state of Alaska.
- B. The insurance required by this section shall provide minimum coverage as follows:
 - 1. Five hundred thousand dollars for injuries to or death of more than one person sustained in the same accident;
 - 2. Twenty-five thousand dollars damage to property resulting from any one accident;
 - 3. One hundred thousand dollars for injuries to or death of any one person in any one accident;
 - 4. One hundred thousand dollars for all persons injured or dead in any one accident caused by an uninsured motorist.
- C. The policy or policies of liability insurance shall be approved as to substance and form by the city attorney and filed with the city clerk.
- D. Every insurance policy or certificate shall contain a clause obligating the insurer or surety to give the chief of police written notice no less than thirty days before the cancellation, expiration, nonrenewal, lapse or other termination of such insurance. A lapse, cancellation, expiration, nonrenewal or termination of insurance coverage shall work an automatic suspension of any permit for so long as the permittee is without insurance as required by this section, and it shall be a violation of this chapter to provide taxicab, bus or other for-hire vehicle service with a vehicle not insured as required by this section. (Prior code § 26-28)

5.16.290 Posting of insurance.

The chief of police or his designee shall designate a place in the interior of all taxicabs, buses or other for-hire vehicles for the posting of a notice stating insurance liability limits and applicability. No person may provide taxicab, bus or other for-hire vehicle service with a vehicle unless this notice is properly posted therein. (Prior code § 26-29)

5.16.300 Action by chief of police—Terms and conditions—Requirements for vehicles.

The chief of police or his designee shall review each application under Sections 5.16.260 through 5.16.400 for accuracy and completeness; shall conduct a physical examination of the vehicle to determine whether the same is mechanically and physically safe for operation, properly equipped and appropriately lettered and numbered, and suitable for public patronage and occupancy. Dispatcher identification, and permit numbers assigned to the vehicle, shall be affixed to each side of such vehicle or an illuminated top light structure affixed thereto in readable letters which

are not less than two nor more than twelve inches high (no detachable signs shall be used). The vehicle shall further bear a vehicle identification number corresponding to the vehicle permit number. A light of not less than two candlepower shall be so arranged as to illuminate the entire passenger compartment of the vehicle while passengers are entering or exiting therefrom. No shades or blinds shall be installed for purposes of covering the windows of the vehicle while transporting passengers. Every vehicle operating under this chapter shall be kept in a clean and sanitary condition. (Prior code § 26-30)

5.16.310 Vehicle permit—Issuance—Fee—Expiration—Display.

When satisfied the vehicle meets the requirements of this chapter, the chief of police or his designee shall issue a vehicle permit therefor, upon payment of a permit fee of ten dollars. Such permit shall be valid for a period not exceeding one year, and shall be displayed at a position designated by the chief of police or his designee at all times that such permit is in effect and not suspended. No vehicle permit shall be issued a vehicle if the issuance thereof would cause to be exceeded the number of vehicles authorized by the city council to be operated in the city. (Prior code § 26-31)

5.16.320 Vehicle permit—Inspection of vehicles.

The chief of police or his designees, may, at reasonable times, conduct an inspection of any vehicle for which a vehicle permit has been issued for the purposes of ascertaining whether it is conforming to those standards and criteria on the basis of which the permit was originally granted. The chief of police, or his designee, shall inspect all vehicles on which vehicle permits are in effect once during each calendar quarter to assure compliance with the requirements of this article. (Prior code § 26-32)

5.16.330 Vehicle permit—Transferability.

A vehicle permit shall not be transferred from one vehicle to another. (Prior code § 26-33)

5.16.340 Vehicle permit—Issuance of duplicates.

The chief of police or his designee is authorized to replace lost vehicle permits upon request. A fee of five dollars shall be charged for this service. (Prior code § 26-34)

5.16.350 Rate card required.

Every taxicab operated under this chapter shall have a rate card setting forth the authorized rates of fare displayed in such a place as to be in view of all passengers as designated by the chief of police or his designee. (Prior code § 26-35)

5.16.360 Receipts.

The driver of any vehicle licensed under this chapter shall upon demand by the passenger render to such passenger a receipt for the amount charged on which shall be the name of the owner, vehicle permit number, amount of charges and date of transaction. (Prior code § 26-36)

5.16.370 Refusal of passenger to pay legal fare.

It is unlawful for any person to refuse to pay the legal fare of any of the vehicles mentioned in this chapter after having hired the same, and it is unlawful for any person to hire any vehicle herein defined with intent to defraud the person from who it is hired of the value of such service. (Prior code § 26-37)

5.16.380 Vehicle permit—Suspension.

A. Subsequent to the issuance of a vehicle permit, the chief of police or his designee may cause and effectuate a temporary suspension of the same by notice, in writing, for any of the following reasons:

1. Materially false statement on the application for such permit;
2. Damaged, defective or missing parts on the vehicle, which render the operation thereof dangerous or unsafe;
3. Use of improper or misleading lettering or numbering;
4. Failure to display the vehicle permit, chauffeur's license, insurance liability notice or rate card at the designated positions within the vehicle;
5. Suspension of the certificate under which the vehicle operates;
6. Request by the holder of such certificate or registered owner that the vehicle be withdrawn from service pending certification changes;
7. Violation of any provision of Sections 5.16.260 through 5.16.370.

B. A vehicle permit will be automatically suspended pursuant to Section 5.16.280(D) upon the lapse, cancellation, expiration, nonrenewal or termination of insurance coverage.

C. A suspended vehicle permit shall be restored immediately upon removal or correction of the cause which brought about the suspension and no fee shall be imposed for such restoration.
(Prior code § 26-38)

5.16.390 Vehicle permit—Revocation.

A. Subsequent to the granting of a vehicle permit, the chief of police, or his designee, may cause and effectuate a permanent revocation of the same for any of the following reasons:

1. Materially false statement on the application for such permit where the true answer would render the vehicle or owner thereof ineligible for such permit;
2. Failure of the permit holders to make the vehicle available for actual service through a dispatcher for at least one shift fifteen days in each calendar month, unless such failure is caused by bona fide inability beyond the power of the holder to remedy;
3. Failure of the permit holder to remove and correct the cause of suspension under provisions of Section 5.16.380 within one month of the date of such suspension;
4. Revocation of the certificate of public convenience and necessity under which the vehicle operates.

B. A revoked vehicle permit shall not be restored or renewed; and where a vehicle permit is again sought for such a vehicle, application therefor shall again be made, pursuant to this article, and a licensing fee of five dollars shall be imposed if a vehicle permit is thereon made and issued.
(Prior code § 26-39)

5.16.400 Vehicle permit—Appeals.

Any action by the chief of police or his designee which results in the denial of a vehicle permit, or for the suspension or revocation thereof, may be appealed by the aggrieved party to the city administrator within seven days after such action; and in the event of an adverse decision by the city administrator further appeal may be taken to the city council by letter submitted thereto within seven days following action by the city administrator. The city council may thereafter require the personal appearance of the appellant for the purposes of hearing, and examining into, the cause, and taking appropriate action thereon. (Prior code § 26-40)

5.16.410 Enforcement—Police department.

The police department of the city is given the authority and is instructed to watch and observe the conduct of holders, vehicles and drivers operating under this chapter. Upon discovering a violation of the provisions of this chapter, the police department shall take such action as authorized by this chapter and where no action is specifically authorized the police department shall report such violation to the city administrator who will order or take appropriate action. (Prior code § 26-41)

5.16.420 Violation—Penalty.

Any person violating any of the provisions of this chapter shall be deemed guilty of a violation and upon conviction thereof shall be fined not exceeding three hundred dollars, by imprisonment not exceeding thirty days, or by both such fine and imprisonment. (Prior code § 26-42)

The Valdez Municipal Code is current through Ordinance 14-7, passed December 15, 2014.

Disclaimer: The City Clerk's Office has the official version of the Valdez Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: <http://www.ci.valdez.ak.us/>
(<http://www.ci.valdez.ak.us/>)
City Telephone: (907) 834-3408
Code Publishing Company
(<http://www.codepublishing.com/>)



CITY OF VALDEZ, ALASKA CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY

Valdez Yellow Cab is hereby authorized to operate a public transportation service within Valdez City limits. Valdez Yellow Cab must abide by the For-Hire vehicle regulations as established in Chapter 5.16 of the Valdez Municipal Code. This certificate is non-transferable unless authorized by the Valdez City Council.

VALDEZ YELLOW CAB

PO BOX 342, Valdez, AK 99686

Authorized Vehicles: Ford Taurus (GPS427), Ford Freestar (GJE365), Dodge Journey Lux (GNX804), and Dodge Grand Caravan (FJY181).

Date of Expiration: June 1, 2017

Authorized Drivers: Nancy Johnson, Carol White, Beryl Smith, Gail Johnson, Roger Jacobson, Sue Ellen Howard, and Wesley McAtee.



This license shall not be taken as permission to do business in the City of Valdez without having complied with the other requirements of the Valdez City Code, the laws of the State of Alaska or the laws of the United States of America.

Allie Ferko
Allie Ferko, Deputy City Clerk

05/05/2016
Date



Office of the City Clerk
PO BOX 307
Valdez, AK 99686
May 5, 2016

Valdez Yellow Cab
P.O. Box 342
Valdez, AK 99686

Dear Gail:

Both the Ports & Harbor Commission and City Council approved your renewal application for Valdez Yellow Cab's Certificate of Public Convenience. Your certificate is valid from May 5, 2016 - June 1, 2017.

Enclosed are five copies of the certificate – one for your master files and one for each vehicle listed on the certificate.

Insurance for vehicles listed on the certificate and chauffeur's licenses must remain current for this certificate to be valid. Vehicles and drivers operating under your license must be listed on the certificate.

Prior to the expiration date, if you choose to add authorized drivers or vehicles, please provide me with documentation and I will update your certificate at no charge.

Documentation required for adding a vehicle: (1) For-Hire Permit from the Valdez Police Department, (2) For-Hire Vehicle Inspection Report from the Valdez Police Department, (3) Copy of current vehicle insurance, and (4) Copy of current vehicle state registration.

Documentation required for adding a driver: Copy of City of Valdez issued Chauffeur's license.

Please feel free to contact me at aferko@ci.valdez.ak.us or (907) 834-3468 with questions or concerns.

Sincerely,

Allie Ferko
Deputy City Clerk



Office of the City Clerk
PO BOX 307
Valdez, AK 99686
October 3, 2016

Valdez Yellow Cab
P.O. Box 342
Valdez, AK 99686

Dear Gail:

I have completed processing your submitted paperwork to add an additional vehicle to your Certificate of Public Conveyance (Nissan Quest VIN#5NIBV28027N102003).

Enclosed are six copies of your updated certificate – one for your master files and five for each vehicle listed on the certificate. Please replace your current certificates with the updated version.

Insurance for vehicles and chauffeur's licenses listed on the certificate must remain current for this certificate to be valid. Only those drivers listed on the certificate may operate under your license. Only those vehicles listed on the certificate may be operated under your license.

Prior to the expiration date, if you choose to add authorized drivers or vehicles, please provide me with documentation and I will update your certificate at no charge.

Documentation required for adding a vehicle: (1) For-Hire Permit from the Valdez Police Department, (2) For-Hire Vehicle Inspection Report from the Valdez Police Department, and (3) Copy of current vehicle insurance.

Documentation required for adding a driver: Copy of City of Valdez issued Chauffeur's license.

Please feel free to contact me at afferko@ci.valdez.ak.us or (907) 834-3468 with questions or concerns.

Sincerely,

Allie Ferko
Deputy City Clerk



CITY OF VALDEZ, ALASKA CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY

Valdez Yellow Cab is hereby authorized to operate a public transportation service within Valdez City limits. Valdez Yellow Cab must abide by the For-Hire vehicle regulations as established in Chapter 5.16 of the Valdez Municipal Code. This certificate is non-transferable unless authorized by the Valdez City Council.

VALDEZ YELLOW CAB

PO BOX 342, Valdez, AK 99686

Authorized Vehicles: Ford Taurus (GPS427), Ford Freestar (GJE365), Dodge Journey Lux (GNX804),
Dodge Grand Caravan (FJY181), and Nissan Quest (FUJ264).

Date of Expiration: June 1, 2017

Authorized Drivers: Nancy Johnson, Carol White, Beryl Smith, Gail Johnson, Roger Jacobson,
Sue Ellen Howard, and Wesley McAtee.



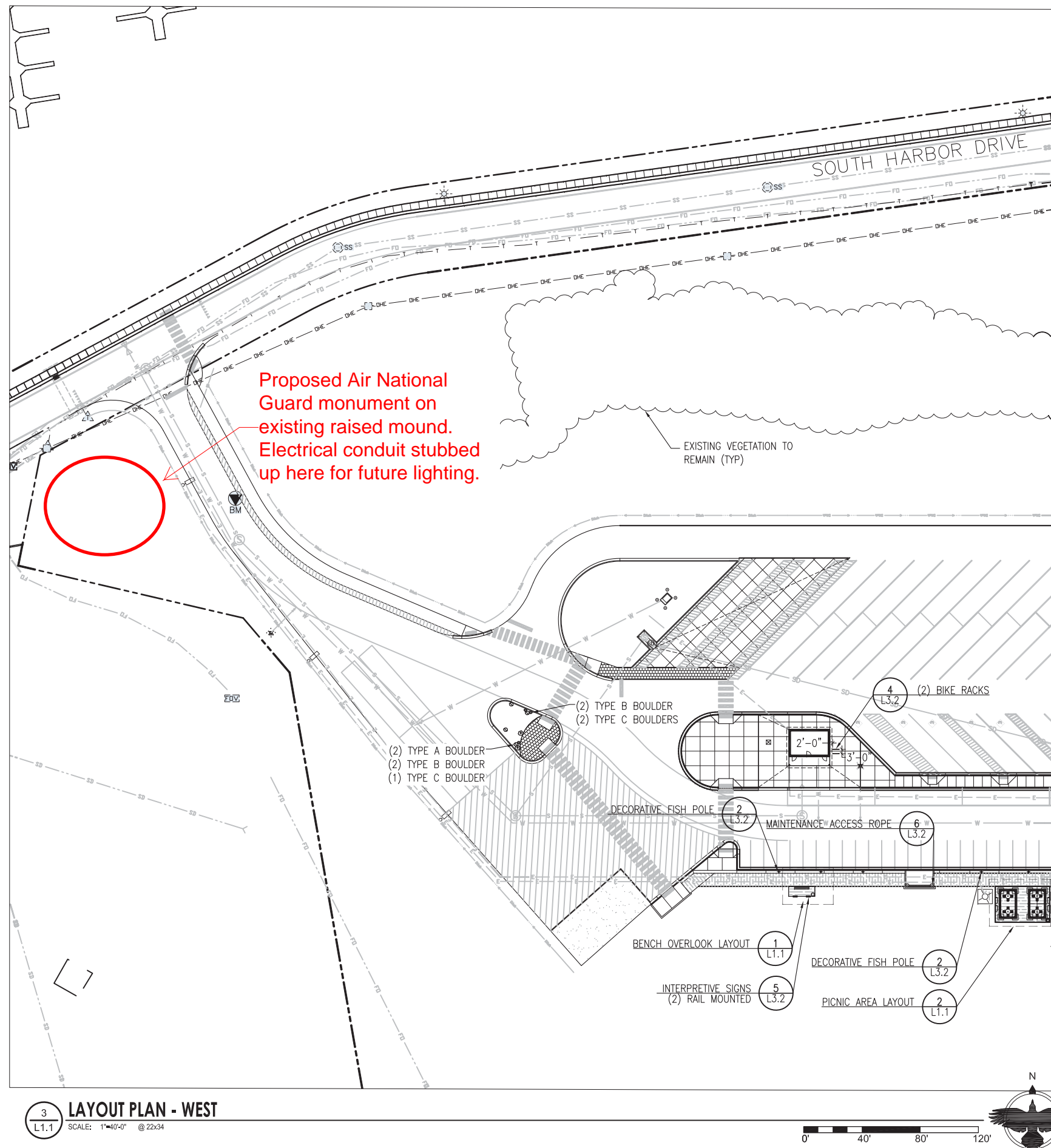
This license shall not be taken as permission to do business in the City of Valdez without having complied with the other requirements of the Valdez City Code, the laws of the State of Alaska or the laws of the United States of America.

Allie Ferko 10/03/2016




Allie Ferko, Deputy City Clerk

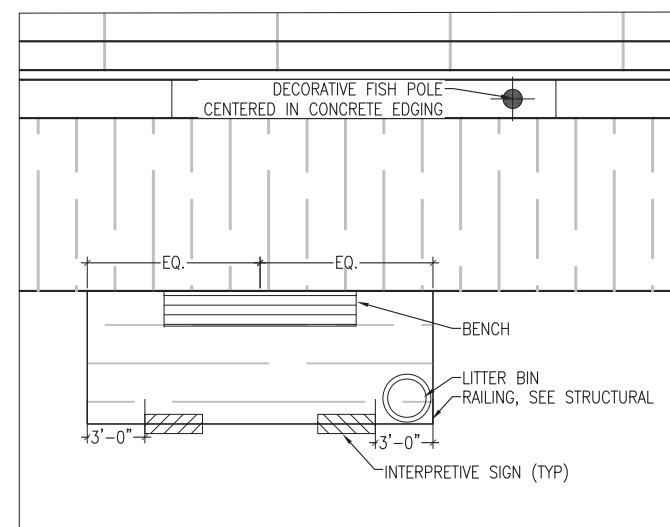
Date

Added Vehicle

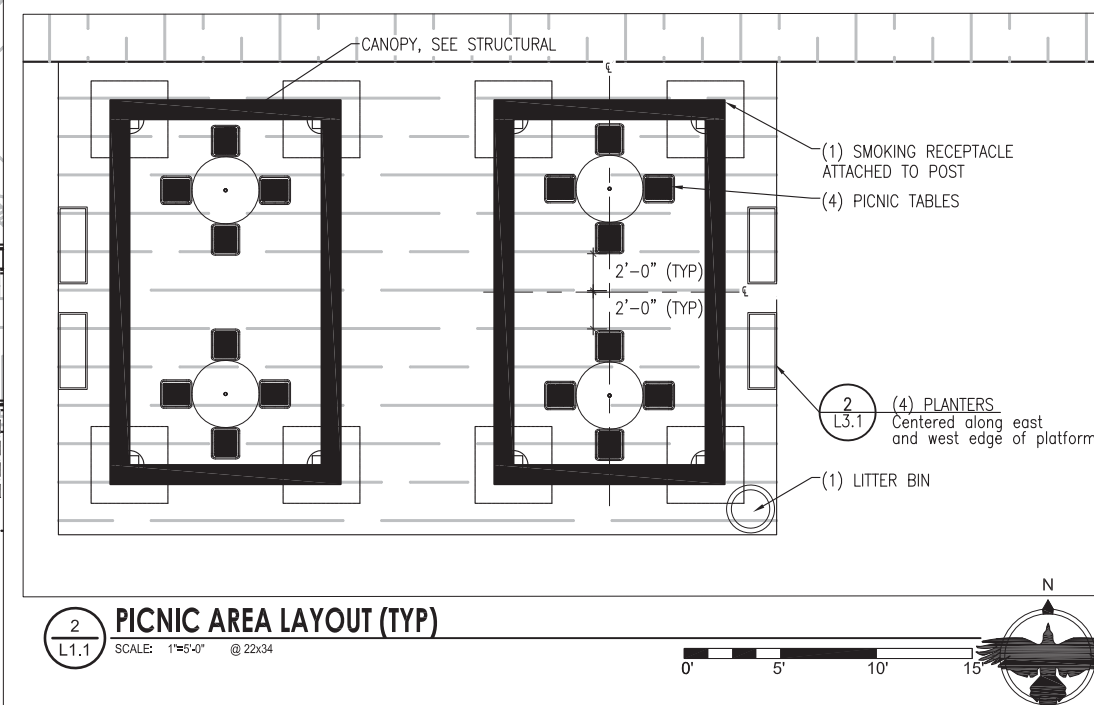


LEGEND

-  TYPE A  TYPE B  TYPE C
-  LANDSCAPE BOULDERS (TYP.)



BENCH OVERLOOK LAYOUT (TYP)



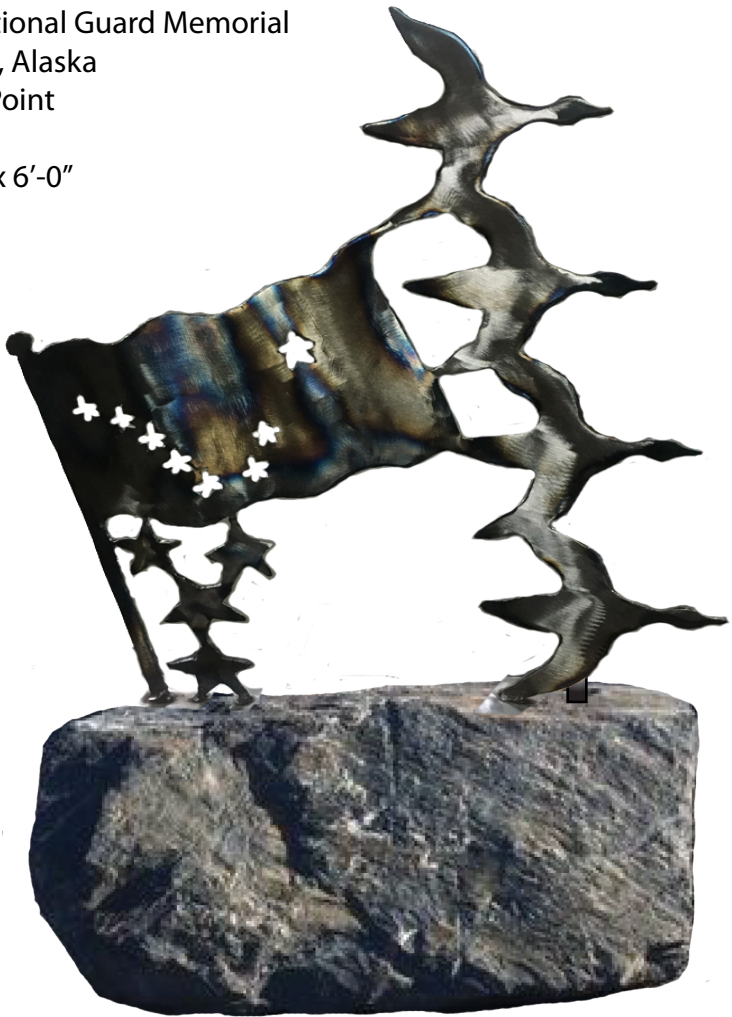
PICNIC AREA LAYOUT (TYP)

[illegible]

CELESTIAL VANGUARD

Air National Guard Memorial
Valdez, Alaska
Dock Point

10'-0" x 6'-0"



Salvage Divas
Rhonda Green

Site Name : Valdez Air National Guard Memorial	Revision 9-30-16
Artist Name: Salvage Divas	
Material and Supplies	10,000.00
Artist Fee	5,000.00
Contractual Labor (including all assistants and vendors)	13,000.00
Studio Cost or Rental (including utilities)	5,000.00
Fabrication	14,000.00
Insurance on work until Installation	2,500.00
Tools and equipment	
Purchase	5,000.00
Rental	1,000.00
Depreciation	
Travel	4,000.00
Lodging	3,000.00
Car Rental	1,000.00
Pre-Installation/Site Preparation	15,000.00
Installation (Including Contractors fees, equipment, etc)	2,500.00
Identification Plaques plus shipping installation	1,900.00
Miscellaneous Expenses (phone, copying, etc)	100.00
Electrical Components	0.00
Engineer Fees	2,500.00
Shipping	2,500.00
Contingency 10%	8,800.00
TOTAL	88,000.00

Good Afternoon Sheri and Patty,

Thank you both for this wonderful news. The efforts of the both of you, and all others who are and have been involved in this memorial effort, has touched the deepest recesses of my heart. You both know of my passion for the creation of a memorial, and to say this is an emotional moment for or me is not anywhere near being able to express how deeply this has moved me.

I know how much this will mean to the families, for this memorial that honors their loved ones who made the ultimate sacrifice. The men paid the price, the families lived the aftermath of their loss for decades and in silent obscurity.

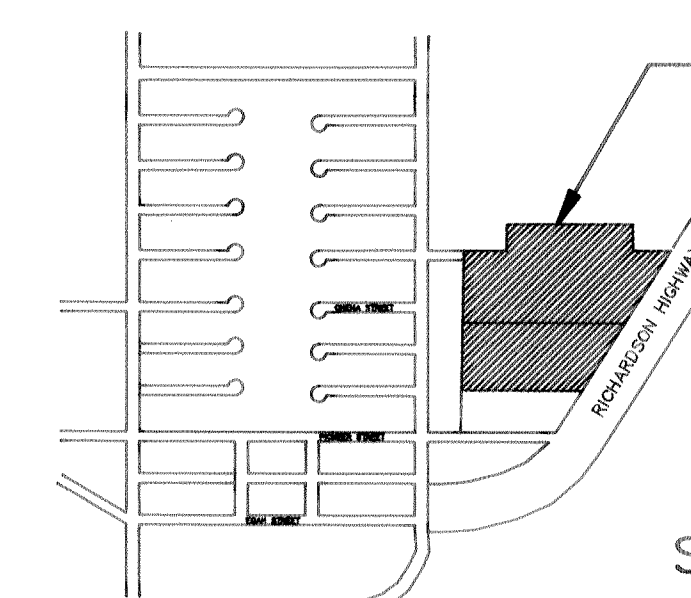
I am grateful beyond words and truly humbled by all efforts to see the memorial come to fruition. I am truly honored and blessed as are those for whom this memorial will have overwhelming meaning.

The rendering, the location, and the overall ambiance are all very cohesive. I am grateful for the efforts that resulted in the new site location that will be one of honor for decades to come.

I will wait until the conclusion of the Valdez City Council Meeting, scheduled for June 6, before I give formal notification to the families and the Alaska National Guard. That meeting will truly be a testimonial acknowledgement to the many extraordinary and compassionate efforts that have been given.

As I look forward to hearing the outcome of next week's meeting please know that both of you have my utmost gratitude, respect, honor, and humility. Please feel free to share what I have written with the Honorable Mayor, Ruth Knight and the City Council Members.,

Chuck Volanti



SCALE: 1"=1200'

SEC. 31, SEC. 32, T8S,R6W, C.R.M.

OWNERSHIP CERTIFICATE:

We hereby certify that we are the owners of the property shown and described hereon and that we hereby adopt this plan of subdivision by our free consent.

OWNERS:
GAVORA, INC.
WILLIAM WAGUMAN
CANDICE WAGUMAN
P.O.BOX 80589
FAIRBANKS, AK 99708

V. Paul Jovora
 Owner
 William H. Jovora & V. Paul Jovora
 Owner
 William H. Jovora & V. Paul Jovora
 Owner
 Jan 12, 01

NOTARY'S ACKNOWLEDGEMENT:

STATE OF ALASKA, ^{4th} THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY THAT ON THIS DAY OF
BEFORE ME, A NOTARY OF THE PUBLIC IN AND FOR THE
STATE OF ALASKA, DULY COMMISSIONED AND SWORN,
PERSONALLY APPEARED

V. Paul Savona, individually and as

Attorney in fact for William & Candace Wue
WHO SIGNED THIS PLAT AS OWNERS OF THIS PROPERTY

NOTARY of the PUBLIC Cathy Walco
MY COMMISSION EXPIRES 12-4-04

PLANNING and ZONING COMMISSION

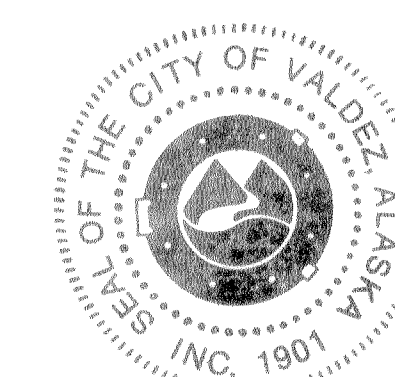
THIS PLAT CONFORMS TO THE REQUIREMENTS OF THIS COMMISSION AND IS HEREBY APPROVED.

SIGNED Mark A. Volz DATE 1-17-01
CHAIRMAN
PLANNING AND ZONING COMMISSION

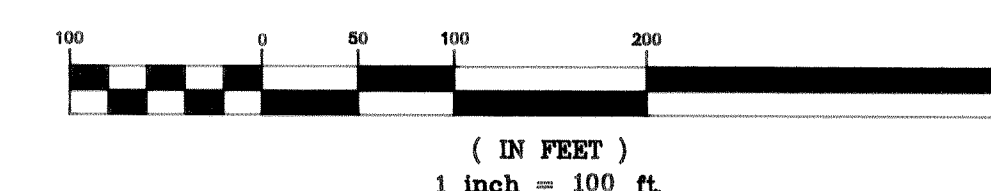
CERTIFICATE OF PAYMENT OF TAXES:

I Sherr L. Purce, CITY CLERK FOR THE CITY OF VALDEZ, ALASKA DO HEREBY CERTIFY THAT ALL TAXES LEVIED AGAINST THE PROPERTY REPRESENTED BY THIS PLAT ARE PAID AS OF 2/5/2001

CITY CLERK Sheri L. Pierce DATE 2/5/200



GRAPHIC SCALE



PREPARED FOR OWNERS
GAVORA, INC.
WILLIAM and CANDICE WAGUMAN
P.O. BOX 80589
FAIRBANKS, AK 99708

SURVEYOR: CAMPBELL SURVEYING
HARRY M. CAMPBELL, JR.
P. O. BOX 721
PALMER, AK 99645
PHONE (907) 745-4157

SLEEPY HOLLOW ADDITION NO. 5

CREATE BY SUBDIVISION OF
SLEEPY HOLLOW ADDITION, LOT 3 and a
PORTION OF USS 349

FILE: RVPARK2

DRAWN & CHECKED: DECEMBER 2000—HMC

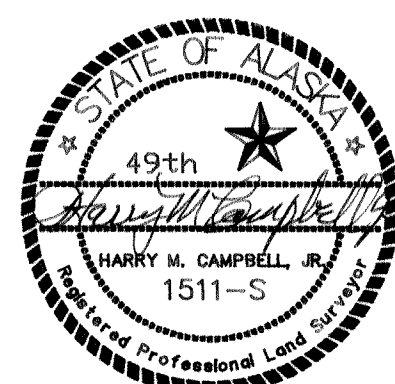
SURVEYED: OCTOBER, 1999

SCALE: 1" = 100'

SURVEYOR'S CERTIFICATE:

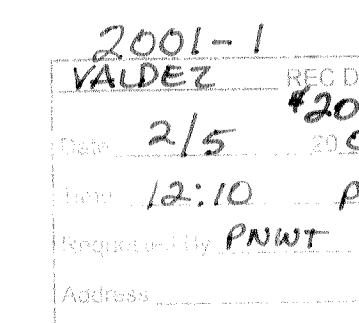
I hereby certify that I am a Registered Professional Land Surveyor in the State of Alaska and that this plat represents a survey made by me or under my direct supervision, and that the monuments shown thereon actually exist as described, and that all dimensional and other details are true and correct to the best of my knowledge.

Date: 1/14/2001 Harry M Campbell, Jr.
Registered Professional Land Surveyor



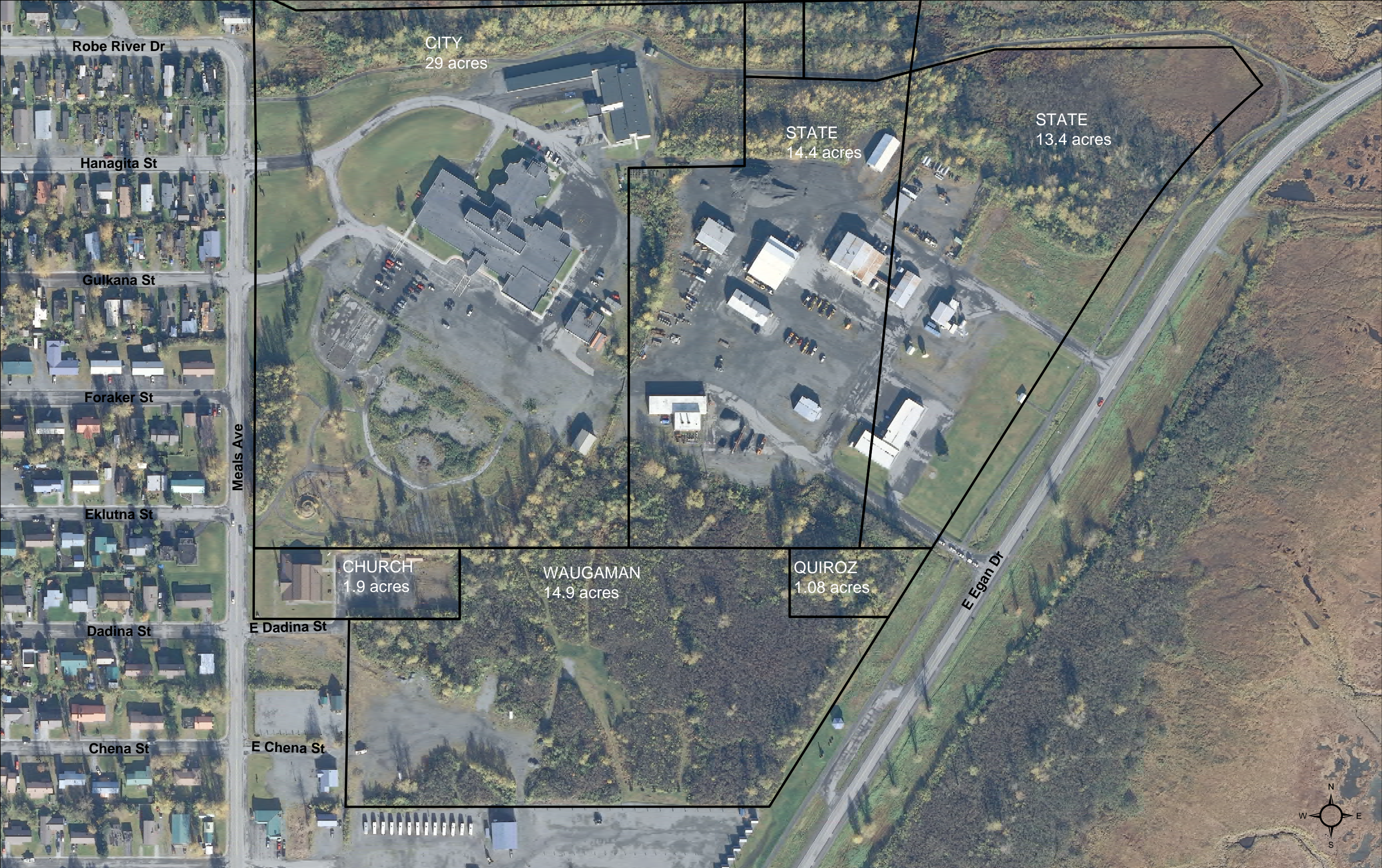
LEGEND

- 5/8" REBAR W/ 1 1/2" AL. CAP RECOVERED
- 5/8" X 30" REBAR RECOVERED
- 5/8" X 30" REBAR SET THIS SURVEY
- B.L.M./G.L.O. BRASSCAP MONUMENTS RECOVERED THIS SURVEY.





BASE MAP PROVIDED BY: COV ComDev Dept.
ALL FEATURES ASSOCIATED WITH THIS MAP
ARE SUBJECT TO THE COV DISCLAIMER FOR
ACCURACY AND USE. SCALE: 1 in =150 ft



Summary of Proposals Received				Project: Lowe River Slope Improvements													
Bid Opening				Contract No. 17-310-8060													
Date: May 31, 2017 10:00am				Project No. 1311													
Place: Capital Facilities Conference Room				Harris Sand and Gravel, Inc.													
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Mobilization and Demobilization	LS	1	NA	\$2,000.00	NA											
2	Environmental Protection, SWPPP, Permitting	LS	1	NA	\$5,000.00	NA											
3	Diversion	LS	1	NA	\$1,200.00	NA											
4	Construction Survey	LS	1	NA	\$2,500.00	NA											
5	As-built Survey	LS	1	NA	\$500.00	NA											
6	Riprap, Class 3	CY	400	\$100.00	\$40,000.00												
	Addendum(s) Acknowledged																
	Bid Bond				✓												
	Alaska Business License				✓												
	Alaska Contractor License				✓												
	Bid Schedule				✓												
	Total Base Bid				\$51,200.00												
	Local bidder preference 10%																
	Total Adjusted Bid																
The bid totals are subject to correction after the bids have been completely reviewed.																	
Totals have been reviewed <div>✓</div>																	
Totals have been corrected <div>N/A</div>																	
I hereby certify that the above is a true and correct summary of proposals received. <div>Saint Perch</div> Project Manager																	

CITY OF VALDEZ, ALASKA

RESOLUTION #17-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2017 CITY BUDGET BY TRANSFERRING \$70,059 FROM THE CITY COUNCIL CONTINGENCY RESERVE TO THE GENERAL FUND, AND APPROPRIATING SAME FOR THE EDUCATION DUAL-CREDIT PROGRAM.

WHEREAS, City Council has expressed its support of the dual-credit program for Valdez High School students; and

WHEREAS, Funding for the dual-credit program was inadvertently omitted from the 2017 City Budget by the City Finance Staff; and

WHEREAS, the dual-credit program has concluded for the 2016-2017 Spring Term; and

WHEREAS, the Valdez City Schools Administration anticipates continued and increased student participation in the dual-credit program; and

WHEREAS, the Prince William Sound College and Valdez City Schools Administrations anticipate increased costs per credit hour beginning with the 2017-2018 Fall Term.

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

Section 1. Account 350-0202-55000, Council Contingency, is reduced by \$70,059.

Section 2. Account 350-0050-49100, Reserve Fund Transfer to General Fund, is increased by \$70,059.

Section 3. Account 001-0050-39140, General Fund Transfer from Reserve Fund, is increased by \$70,059.

Section 4. Account 001-0150-48600, Dual-Credit Program, is increased by \$70,059.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2017.

CITY OF VALDEZ, ALASKA

Ruth E. Knight, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

2017 PWSC/VHS Budget Request

VHS Student Courses

Total Request	\$70,059
---------------	----------

Fall 2017 (Estimate)	Students	No. of Credits	Avg No. of Credits/Student	Cost
Dual Credit Only	58	290	5.00	\$14,500
Concurrent Enr Only	6	24	4.00	\$5,040
Both Dual Credit & Concurrent Enr	10	90	9.00	\$11,700
Total	74	404	5.46	\$31,240

\$31,240

Spring 2017	Students	No. of Credits	Avg No. of Credits/Student	Cost
Dual Credit Only	55	321	5.84	\$31,206
Concurrent Enr Only	4	15	3.75	\$2,980
Both Dual Credit & Concurrent Enr	4	37	9.25	\$4,633
Total	63	373	5.92	\$38,819

\$38,819

CITY OF VALDEZ
APPLICATION FOR LEASE OF CITY OWNED LAND

Relationship to other applicant(s) _____

b) Organization's name Mega Trucking, LLC

Address 500 Sawmill Dr., Valdez, AK 99686

Primary Contact: Jesse Passin

Title: Owner / Manager

Daytime Phone #: (907) 255-9169

3. TYPE OF ORGANIZATION: (Check one)

Individuals _____

Business Corporation ✓

General Partnership _____

Non-Profit Corporation _____

Limited Partnership _____

Non-Profit Association _____

Other _____

If non-profit, has IRS Tax Exempt Status been obtained? Yes _____ No _____

If yes, attach letter of determination.

Note: Please submit, as appropriate, the following items with this application:

1. Current Alaska business license;
2. Designation of signatory authority to act for organization of other individuals;
3. Certificate and articles of incorporation;
4. Partnership agreement and amendments;
5. Charter/by-laws for non-profits;
6. Most recent annual financial statement;

4. Legal Description AFFECTED BY APPLICATION:

Located in Township 9S Range 6W Section, 11, Copper River Meridian

Lot/ Block/ Tract/ Subd. Tract B, ASLS 98-26 Plat # 2000-9

Other Description 2700 Richardson Hwy, Valdez AK 99686

Tax # 0098-026-000-1 No. of Acres 6.82

5. DESCRIBE PROPOSAL. ATTACH NARRATIVE FOR FURTHER DESCRIPTION AND A SITE PLAN (the description should include the use; value and nature of improvements to be constructed; the type of construction; and, the estimated dates for construction to commence and be completed).

The land will be leveled to finished grade, and used for storing gravel, heavy equipment,

and refining gravel from the Glacier Stream river bed.

6. WHAT IS THE TERM OF THE LEASE DESIRED?

5 years

7. IF THE REQUEST FOR A LEASE AT LESS THAN FAIR MARKET VALUE, PROVIDE JUSTIFICATION.

8. PLEASE STATE WHY YOU BELIEVE IT WOULD BE IN THE "BEST INTEREST OF THE CITY" TO APPROVE YOUR PROPOSAL AND PROCESS YOUR APPLICATION.

The land is unused, and currently has a large amount of overburden on it.

Mega Trucking, LLC will excavate gravel from the Glacier Stream riverbed,
and store gravel on the land.

9. CURRENT STATUS OF LAND. DESCRIBE ANY EXISTING IMPROVEMENTS, PROVIDE PHOTOGRAPHS IF POSSIBLE.

It is currently overgrown with alder shrubs covering a large amount of overburden

10. HAS APPLICANT PREVIOUSLY PURCHASED OR LEASED CITY LAND OR RESOURCES? _____ YES ☒ NO. IF YES, PROVIDE LEGAL DESCRIPTION, TYPE OR PURCHASE OR LEASE, AND STATUS.

11. IF APPLICANT IS A BUSINESS OPERATION, LIST PRESENT BUSINESS ACTIVITIES.

Mega Trucking, LLC delivers gravel and equipment to construction sites as well
as homeowners.

12. IF REQUIRED, ARE YOU PREPARED TO SPEND FUNDS FOR THE FOLLOWING:

YES	NO	
<u>✓</u>	<u> </u>	a) Performance bond
<u>✓</u>	<u> </u>	b) Damage deposit
<u>✓</u>	<u> </u>	c) General liability insurance
<u>✓</u>	<u> </u>	d) Worker's compensation insurance
<u>✓</u>	<u> </u>	e) Survey and platting
<u>✓</u>	<u> </u>	f) Appraisal fee
<u>✓</u>	<u> </u>	g) Closing fees, which may include title insurance, document preparation, escrow closing, and recording
<u>✓</u>	<u> </u>	h) Any federal, state and local permits required
<u>✓</u>	<u> </u>	I) Maintenance costs (present or future)

13. LIST THREE (3) CREDIT OR BUSINESS REFERENCES:

Name	Address	Phone #
<u>Harris Sand & Gravel</u>	<u>260 Airport Rd., Valdez, AK 99686</u>	<u>(907) 835-4756</u>
<u>First National Bank of Alaska</u>	<u>101 Egan Ave., Valdez, AK 99686</u>	<u>(907) 834-4800</u>
<u>Alaskan Auto</u>	<u>217 E. Arctic Ave., Palmer, AK 99645</u>	<u>(907) 745-6272</u>

14. HAS APPLICANT, OR AFFILIATED ENTITY, EVER FILED A PETITION FOR BANKRUPTCY, BEEN ADJUDGED BANKRUPT OR MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS?

No

15. IS APPLICANT, OR AFFILIATED ENTITY, NOW IN DEFAULT ON ANY OBLIGATION TO, OR SUBJECT TO ANY UNSATISFIED JUDGEMENT OF LIEN? _____ YES ✓ NO IF YES, EXPLAIN:

COMPLETE THE FOLLOWING APPLICANT QUALIFICATION STATEMENT
FOR EACH INDIVIDUAL APPLICANT OR ORGANIZATION.
ATTACH ADDITIONAL STATEMENTS IF NEEDED.

APPLICANT QUALIFICATION STATEMENT

I, _____
(Individual Name)

I, _____
(Individual Name)

I, Jesse Passin On Behalf of Mega Trucking, LLC
(Representative's Name) (Organization's Name)

500 Sawmill Dr.
(Address)

Valdez, AK 99686
(City, State) (Zip)

do hereby swear and affirm for myself as applicant or as representative for the
organization noted above that:

The Applicant is a citizen of the United States, over the age of nineteen;
and

If a group, association or corporation, is authorized to conduct business
Under the laws of the State of Alaska; and

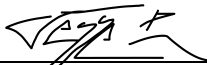
Has not failed to pay a deposit or payment due the City in relation to
City-owned real property in the previous five (5) years; and

Is not currently in breach or default on any contract or lease for real
Property transactions in which the City has an interest; and

Has not failed to perform under or is not in default of a contract with the
City; and

Is not delinquent in any tax payment to the City.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE
TO MY KNOWLEDGE.



Applicant Signature Date 4/24/17

Applicant Signature Date

Jesse Passin

Print Name

Print Name

CITY OF VALDEZ, ALASKA

RESOLUTION #17-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING A LAND LEASE WITH MEGA TRUCKING, LLC FOR TRACT B, ASLS 98-26

WHEREAS, the City of Valdez is the owner of the following real property: Tract B, ASLS 98-26; and

WHEREAS, the City of Valdez has reviewed the application from Mega Trucking, LLC to lease City property; and

WHEREAS, the leased property is to be used for storing gravel, heavy equipment, and refining gravel extracted with all required permitting from the Valdez Glacier Stream bed; and

WHEREAS, Chapter 4.08 of Valdez Municipal Code provides for the lease of lands owned by the City of Valdez; and

WHEREAS, this proposed lease is in conformance with the Valdez Comprehensive Plan and the existing Public Zoning District; and

WHEREAS, this proposed lease enables a private business to extract gravel in conformance with the City's Flood Mitigation priorities; and

WHEREAS, on May 10, 2017 the Valdez Planning & Zoning Commission took action in favor of recommending the City Council approve the lease request from Mega Trucking, LLC.

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

Section 1. The City Manager or her designee is authorized to negotiate this lease with Mega Trucking, LLC for Tract B, ASLS 98-26.

Section 2. The term of this lease will be for 5 years.

Section 3. The use of the property shall be for storing gravel, heavy equipment, and refining gravel from the Valdez Glacier Stream bed.

Section 4. All work pertaining to the extraction of material from the Valdez Glacier Stream must comply with permit conditions and all local, state and federal regulations.

Section 5. The Lessee is required to obtain all applicable local, state and federal permits, including the City of Valdez Floodplain Development Permit and Conditional Use Permit, prior to any gravel extraction.

Section 6. Any fees, fines or mitigation required by said resource agencies for existing or future improvements shall be the sole responsibility of the Lessee.

Section 7. The annual rent shall be 10% of the established, appraised fair market value.

Section 8. In conformance with Valdez Municipal Code Section 4.08.160 this lease shall not be effective until this resolution has been published twice in a local newspaper and has been posted on the City bulletin board and in two other public places in the City for thirty (30) days.

Section 9. This resolution becomes void if the lease is not signed within 120 days from the date of approval of the resolution.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 6th day of June, 2017

CITY OF VALDEZ, ALASKA

Ruth E. Knight, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Tract B
ASLS 98-26

Richardson Hwy



BASE MAP PROVIDED BY: COV ComDev Dept.
ALL FEATURES ASSOCIATED WITH THIS MAP
ARE SUBJECT TO THE COV DISCLAIMER FOR
ACCURACY AND USE. SCALE: 1 in =268 ft

2003-000841-0

Recording Dist: 318 - Valdez
8/22/2003 12:01 PM Pages: 1 of 3

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State of Alaska



Patent

No. 1 8 8 4 4

Know All Men By These Presents that the Grantor, the STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, 550 West 7th Avenue, Suite 1050A, Anchorage, Alaska 99501-3579, pursuant to AS 29.65.010-.140, and the regulations promulgated thereunder, and the Final Finding and Decision dated December 15, 1997, for good and valuable consideration, grants and conveys to the Grantee, the CITY OF VALDEZ, whose mailing address of record is P.O. Box 307, Valdez, Alaska 99686, Grantee's successors and assigns, all that real property situated in the Valdez Recording District, State of Alaska, and described as follows:

ALASKA STATE LAND SURVEY NO. 87-19, CONTAINING 60.53 ACRES, MORE OR LESS, ACCORDING TO THE SURVEY PLAT FILED IN THE VALDEZ RECORDING DISTRICT ON DECEMBER 24, 1987, AS PLAT 87-1.

TRACTS A AND B OF ALASKA STATE LAND SURVEY NO. 98-26, CONTAINING 173.46 ACRES, MORE OR LESS, ACCORDING TO THE SURVEY PLAT RECORDED IN THE VALDEZ RECORDING DISTRICT ON JUNE 19, 2000, AS PLAT 2000-9.

AGGREGATING 233.99 ACRES, MORE OR LESS.


Subject to valid existing rights, including reservations, easements, and exceptions in the U.S. Patent or other state or federal conveyance, and in acts authorizing the issue thereof; easements, rights-of-way, covenants, conditions, reservations, notes on the plat, and restrictions of record, if any.

Net chargeable acreage under AS 29.65.020 is 233.99 acres, more or less.

The Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, all oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils, and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times for the purpose of opening, developing, drilling, and working mines or wells on these or other lands and taking out and removing therefrom all such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, powerlines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient for such purposes hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

To Have And To Hold the said land, together with the tenements, hereditaments, and appurtenances thereunto appertaining, unto the said Grantee and Grantee's successors and assigns forever.

In Testimony Whereof the State of Alaska has caused these presents to be executed by the Director of the Division of Mining, Land and Water, Department of Natural Resources, State of Alaska, pursuant to delegated authority, this 14th day of May, 2003.

By: 
Sandra J. Singer
For Bob Loeffler, Director
Division of Mining, Land and Water



State of Alaska)
) ss.
Third Judicial District)

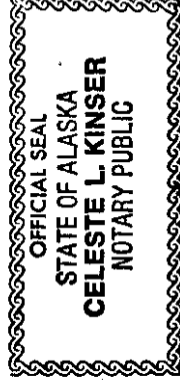
This Is To Certify that on the 14th day of May, 2003, appeared before me SANDRA J. SINGER, who is known to me to be the person who has been lawfully delegated the authority of Bob Loeffler, the Director of the Division of Mining, Land and Water, Department of Natural Resources, State of Alaska, to execute the foregoing document; that Sandra J. Singer executed said document under such legal authority and with knowledge of its contents; and that such act was performed freely and voluntarily upon the premises and for the purposes stated therein.

Witness my hand and official seal the day and year in this certificate first above written.

Upon recording return to:
City of Valdez
P.O. Box 307
Valdez, Alaska 99686

Celeste L. Kinser
Notary Public in and for the State of Alaska

My commission expires: April 4, 2005



Patent No. 18844
ADL No. 225456
Location Index:
T. 9 S., R. 6 W., C.R.M
Section 11



3 of 3
2003-000841-0

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made effective as of the 7th day of July, 2017, between the CITY OF VALDEZ, a municipal corporation organized under the laws of the State of Alaska ("LESSOR"), and Mega Trucking, LLC ("LESSEE").

I. RECITALS

A. LESSOR is the owner of certain real property having the following legal description ("Property"):

Tract B, ASLS 9826, located in the Valdez Recording District, Third Judicial District, State of Alaska.

B. LESSOR desires to lease to LESSEE, and LESSEE desires to lease from LESSOR the Property, on the terms and conditions set forth in this Lease.

II. AGREEMENT

Based upon the foregoing Recitals which are incorporated herein by reference, and for good and valuable consideration the amount and sufficiency of which is hereby acknowledged, LESSOR and LESSEE agree as follows.

1. PROPERTY

1.1. Subject to Survey. The Lessee is required to survey property to determine boundary delineations.

1.2. Property. LESSOR leases to LESSEE and LESSEE leases from LESSOR the Property for the term, the rent, and subject to the terms, covenants and conditions hereinafter provided.

1.3. 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.

1.4. Property Accepted "As Is." LESSEE acknowledges that prior to the execution of this Lease LESSEE has been in possession of the Property under the Prior Lease, 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, habitability or use for any particular purpose, or otherwise.

1.5. 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 to whether the Property is subject to, open or closed to mineral claims or leases under state or federal law.

1.6. Appraisal Fee. The LESSEE is responsible for all appraisal costs.

2. TERM

2.1. Lease Term. The initial term of this Lease shall be five (5) years, commencing on July 7th, 2017 and ending on July 7th, 2022.

2.2. Option to Renew. This lease includes no option to renew. LESSEE shall have preference rights to re-lease pursuant to Section 2.3 of this agreement.

2.3. Preference Rights to Re-Lease. LESSEE shall upon expiration of this Lease, and pursuant to Section 14.04.210 of the Valdez Municipal Code, as may be amended from time-to-time, be allowed a preference right to re-lease the Property, provided the LESSEE is not in breach or default of any of the terms or conditions of the Lease at the time of Lease expiration, unless it shall be determined by LESSOR that the renewal of this Lease is not in the best interests of LESSOR.

2.4. 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.

2.5. Hold-over. If LESSEE shall hold-over 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.

2.6. 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 17 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 buildings and improvements thereon.

3. RENT, TAXES, ASSESSMENTS AND UTILITIES

3.1. Rent. The LESSEE agrees to pay to LESSOR an annual rent of ten percent (10%) of the fair market appraised value of the Property, in quarterly installments to be made not later than January 1st, April 1st, July 1st, and October 1st, respectively, during each year of the term of this Lease, including any Extension Period. Rent for the portion of the quarter coinciding with the commencement of the Lease term shall be on the day the term commences. Rent for any partial quarter shall be prorated at the rate of 1/12th of the annual rent per month or portion thereof. For the first five (5) years of the Lease term, the appraised value of the Property is agreed to be _____ DOLLARS (\$_____) resulting in an annual rent of _____ (\$_____) per year, to be paid in quarterly installments of _____ DOLLARS (\$_____). Rent shall be payable at the office of the City Manager, 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 rate of twelve percent (12%) per annum.

3.2. Adjustment of Rent. The Property will be reappraised and the annual rent accordingly adjusted every five (5) years during the term of this Lease, including any Extension Period. Such appraisal will be based on the value of the Property and 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 an appraisal done by a State of Alaska licensed appraiser of LESSOR's selection. In no event, however, shall the annual rent be less than the original annual rent set forth in paragraph 3.1. Nothing in this paragraph shall prevent the annual reassessment of the Property and its improvements for tax purposes to determine its true value as provided by law.

3.3. LESSEE to Pay Taxes. LESSEE shall 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 shall also pay prior to delinquency and directly to the taxing authorities in which the Property is located all personal property taxes levied on personal property situated on the Property and placed thereon by LESSEE, its agents, authorized representatives, or employees. LESSEE shall further 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.

3.4. LESSEE to Pay Assessments. LESSEE shall 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 makes no warranty or representations regarding any outstanding assessments levied on the Property for any part or all of the cost of any public work or improvement constructed by LESSOR or any public utility company. It is LESSEE's responsibility to verify if there are any assessments against the subject property by any utility provider.

3.5. Proration of Taxes and Assessments. If LESSEE's obligation to pay taxes or assessments commences or ends during a tax year (rather than at the beginning or end of a tax year), such obligation shall be prorated between LESSOR and LESSEE.

3.6. Contest. LESSEE shall have the right to contest any taxes or assessments which LESSEE is obligated to pay under paragraphs 3.3 or 3.4 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 3.6 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 proration provided in paragraph 3.5 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.

3.7. 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.

3.8. 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 rate of twelve percent (12%) 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.

4. USE

4.1. Use. LESSEE shall use the Property only for the purpose of storing gravel, heavy equipment, and refining gravel from the Valdez Glacier Stream Bed. LESSEE shall not conduct any illegal activities on the Property or maintain any nuisances on the Property. Any amendment to this use requires prior approval by LESSOR and amendment to this agreement.

4.2. Radio Interference. At the LESSOR's request, the LESSEE shall discontinue the use of any machine or device which interferes with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated provided that such a request is based upon a reasonable belief that LESSEE's machine or device is the source of the interference.

5. IMPROVEMENTS

5.1. Alterations and Additions. LESSEE may not make alterations, improvements, additions, or changes to the Property, or any part thereof, without the prior written consent of LESSOR, which consent may be withheld for any reason. To the extent

LESSOR obtains such consent, and undertakes any such alteration, improvement, addition, or change to the Property, LESSEE shall ensure that the same complies with all applicable local, state, and federal laws and shall indemnify LESSOR, and hold LESSOR harmless, from any and all liability that may arise from the same. All costs of any such alteration, improvement, addition and/or change shall be at LESSEE's sole cost and expense, unless otherwise agreed in writing. LESSOR shall keep the Property free from liens or encumbrances of any nature. Upon the termination of this Lease, all such alterations, improvements, additions, and changes with the exception of trade fixtures as set forth in Section 6.1 shall belong to Landlord, unless LESSOR elects to have LESSEE remove the same and reinstate the PROPERTY to its condition prior to such alteration, improvement, addition or change, all at LESSOR's sole expense. LESSOR may post the Property with notices of non-responsibility for labor and materials supplied thereto.

5.2. Notice of Construction. LESSEE shall give LESSOR no less than ten days written notice prior to the commencement of any LESSOR approved 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 now enacted or hereafter amended.

5.3. Landscaping. LESSEE shall landscape the areas surrounding any buildings or improvements constructed or maintained on the Property in a pleasing and aesthetic manner consistent with the scenic nature and natural vegetation of the Property and the surrounding land, and shall maintain such landscaping in good condition. LESSEE is required to leave a vegetative buffer in place sufficient to screen equipment and screening operations. Buffer shall be mutually agreed upon by LESSOR and LESSEE.

5.4. Workers Compensation Insurance. No construction shall commence or continue without satisfactory proof that workers compensation insurance has been procured to cover all persons employed in connection with the construction. Upon request by LESSOR, LESSEE shall make such proof available to LESSOR for inspection. Any deficiency with regard to such insurance requirement shall be cured immediately by LESSEE and no work will be performed on any such construction project until the LESSOR has satisfactory proof that required workers compensation insurance is in place.

6. TRADE FIXTURES

6.1. LESSEE's Ownership of Trade Fixtures, Machinery and Equipment. 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 or at the termination of this Lease.

7. ASSIGNMENT AND SUBLETTING

7.1. 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 written consent. Any assignment, encumbrance or sublease without LESSOR's consent shall be voidable and, at LESSOR's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph. If 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 7.2 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.

7.2. 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 approved 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.

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

8. LIENS

8.1. 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 or 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 AS 09.38.015(c), as may be amended from time to time.

9. INDEMNITY

9.1. Indemnity. Except for claims arising solely out of acts or omissions of LESSOR, its agents, servants, 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 LESSEE, its agents, servants, employees or contractors occurring on or relating to the Property or relating to the operation of LESSEE's business, causing injury to, or death of persons, or loss of, or damage to, property, and from any expense, including reasonable 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.

10. INSURANCE

10.1. Liability Insurance. LESSEE, during the term of this Lease, shall carry at its expense commercial 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, including without limitation damage caused by the release or threatened release of hazardous material or substance (as defined in paragraph 18.5 below), which might arise from the construction on, occupancy of, or use of the Property and the operations conducted on it. Said insurance shall insure performance by LESSEE of the indemnity provisions of paragraph 9.1. At LESSOR's sole and reasonable discretion, LESSOR may increase the amount of insurance required at five (5) year intervals.

10.2. Named Insured, Notice to LESSOR, and Waiver of Subrogation. All insurance policies required to be maintained by LESSEE under paragraph 10.1 shall name LESSOR, and its officers, employees and agents, as additional insureds. All policies issued under paragraph 10.1 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 10.1 shall contain a waiver of any subrogation rights any insurer might have against LESSOR.

10.3. Fire and Extended Coverage Insurance. LESSEE shall 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 buildings, equipment, inventory, fixtures, personal property and improvements made to the Property by LESSEE subsequent to LESSEE's taking possession of the Property under this Lease.

11. CARE OF PROPERTY

11.1. LESSEES's Maintenance and Repair Obligations. LESSEE shall at its own cost and expense keep the Property, and every part thereof including without limitations all improvements situated on the Property and all structural, mechanical, plumbing and electrical improvements to the Property, in good condition and repair. LESSEE shall upon the expiration or sooner termination of this Lease, quit and peacefully surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear excepted. The Property shall always be kept by LESSEE neat, clean and free of litter.

11.2. 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 condition or shall remove the same as soon as is reasonably possible, but in no event shall the period of restoration exceed twenty-four (24) months nor shall the period of removal exceed one hundred eighty days (180) days.

11.3. Access Rights of LESSOR. LESSOR, its agents, servants or employees, shall have the right to enter into and upon the Property and all buildings or improvements situated thereon upon reasonable 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 15.5 of this Lease) for the purpose of inspecting the Property and all buildings and improvements situated thereon for compliance with the terms of this Lease.

11.4. Nuisances Prohibited. LESSEE shall immediately remove from the Property any abandoned or junk vehicles, buildings, 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 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.

12. LAWS

12.1. 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. In the event of a conflict between the provisions of this Lease and the City of Valdez Municipal Code, the latter shall control.

13. CONDEMNATION

13.1. 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 Article 13.

13.2. 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.

13.3. 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 reasonable 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.

13.4. 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 usable in the reasonable 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.

13.5. Compensation. Any compensation received or payable as a result of eminent domain proceedings or a transfer in lieu thereof shall be apportioned to LESSOR and LESSEE as follows: (a) LESSOR shall be entitled to such portion of the compensation

attributable to LESSOR's interest in this Lease, LESSOR's ownership interest in the Property, and LESSOR's interest in any improvements to the Property; and (b) LESSEE shall be entitled to such portion of the compensation attributable to LESSEE's interest in this Lease, and LESSEE's interest in an improvements to the Property. LESSEE shall have the right to claim and recover from the condemning authority compensation for any loss to which LESSEE may be entitled for LESSEE's moving expenses, interference with LESSEE's business, and damages relating to any trade fixtures, machinery or equipment owned by LESSEE, provided, however, that such compensation can be claimed only if separately awarded in the eminent domain proceeding or transfer in lieu thereof agreed to by LESSOR, and not as a part of the compensation recoverable by LESSOR.

14. DEFAULT

14.1. 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:

14.1.1. 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.

14.1.2. 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.

14.1.3. The filing of a petition by or against LESSEE for adjudication as a bankrupt under the Federal Bankruptcy Code, as now enacted or hereafter amended, or for arrangement pursuant to Chapter XI of the Bankruptcy Code.

14.1.4. The making by LESSEE of an assignment of this Lease or the Property as set forth in Section 7.1 for the benefit of creditors.

14.1.5. The appointment of a receiver by a court of competent jurisdiction for LESSEE's business.

14.1.6. The levy upon execution or attachment by process of law of the leasehold interest of LESSEE in the Property.

14.1.7. 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.

14.1.8. The abandonment of the Property by LESSEE.

14.2. LESSOR's Remedies. In the event of any default by LESSEE as recited in paragraph 14.1 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:

14.2.1. 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.

14.2.2. 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 14.2.1..

14.2.3. 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 paragraph 14.2.5.2.

14.2.4. LESSOR may collect any and all rents due or to become due from subtenants or other occupants of the Property.

14.2.5. LESSOR may recover, whether this Lease be terminated or not, from LESSEE, damages provided for below consisting of that referenced in subparagraphs 14.2.5.1.1, and 14.2.5.1.2, or, in lieu of that referenced in subparagraph 14.2.5.1.2, those referenced in subparagraph 14.2.5.1.3:

14.2.5.1.1. reasonable attorney's fees and other expenses incurred by LESSOR by reason of the breach or default by LESSEE; and

14.2.5.1.2. 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, 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 renovating or remodeling the Property or the buildings or improvements thereon, provided, 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 14.2.5.1.2, or

14.2.5.1.3. 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.

14.2.6. 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.

14.2.7. If this Lease shall be deemed terminated, LESSEE's liabilities shall survive and LESSEE shall be liable for damages as provided in paragraph 14.2 and its sub-parts.

15. GENERAL PROVISIONS

15.1. 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.

15.2. 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.

15.3. 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.

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

15.5. 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.

15.6. 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.

15.7. 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.

15.8. Governing Law/Jurisdiction/Venue. This Lease shall be governed by, construed and enforced in accordance with the laws of the state of Alaska. Any litigation arising out of the enforcement of rights or performance of the parties under this Lease, or its interpretation, shall be brought in the courts of the State of Alaska, Third Judicial District at Valdez.

15.9. 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:

Mega Trucking, LLC
P.O. Box 1808
Valdez, Alaska 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. Upon LESSOR’s written request, LESSEE shall provide LESSOR with copies of articles of incorporation and bylaws, partnership agreements, joint venture agreements or other reasonably related 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. LESSOR shall treat such information as confidential and not release it to a third party unless legally compelled to do so. 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 LESSOR, or by LESSEE at LESSEE's expense with the State of Alaska designated Recorder's Office for the recording of documents related to the Property.

15.20.1. 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 or other applicable law. 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.

16. OWNERSHIP OF IMPROVEMENTS AND FIXTURES ON TERMINATION

16.1. Permanent Improvements. Upon the termination of this Lease, except as provided in paragraph 17.2 below, all buildings and structures, alterations, improvements, additions, and changes to the Property shall be owned by and be property of LESSOR, unless LESSOR elects to have LESSEE remove the same or any part thereof and reinstate the Property to its condition prior to such the construction of such building, structure, alteration, improvement, addition or change, all at LESSEE's sole expense.

16.2. LESSEE May Remove Trade Fixtures, Machinery and Equipment. Subject to other provisions of this Lease, trade 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 buildings, 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. 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.

16.3. Property Not Removed. Any trade fixtures, machinery, equipment or other items of property, which are not removed from the Property within the time allowed in paragraph 17.2 of this Lease, shall immediately become the property of LESSOR and title thereto shall vest in LESSOR without further action on the part of LESSEE or LESSOR. LESSOR may use, sell, destroy, or otherwise dispose of any such property in any matter which it sees fit, without further obligation to LESSEE and subject to LESSEE's indemnification obligations under paragraph 17.2.

17. NONDISCRIMINATION

17.1. 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, age, 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.

18. HAZARQOUS MATERIALS

18.1. Condition of Property. LESSEE has had full opportunity to examine the Property for the presence of any Hazardous Material and accepts the Property in "as is" condition. 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.

18.2. 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 before, during or after the term of this Lease, and resulting from the use, keeping, storage or disposal of Hazardous Material on the Property provided that such Hazardous Material did not arise solely out of acts or omissions of LESSOR. 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.

18.3. Use of Hazardous Materials on the Property.

18.3.1. 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 permitted use of the Property.

18.3.2. 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.

18.3.3. 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.

18.3.4. 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 19.3 and its subparagraphs.

18.4. Indemnification of LESSOR by LESSEE for Environmental Contamination. 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, subcontractors 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.

18.5. 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.

18.6. Liability of Releases/Threatened Releases of Hazardous Materials. LESSEE agrees that at all times while this Lease is in effect, for purposes of potential liability under AS 46.03.822 or any similar law:

18.6.1. 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

18.6.2. 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

18.6.3. 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, subcontractors, subsidiaries, affiliates and representatives of any kind.

18.7. 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.

19.8 Due Diligence. At LESSOR’s recommendation, LESSEE has investigated the Property for potential environmental contamination which may have occurred before the date of the Prior Lease or this Lease; LESSEE accepts the Property in its current environmental condition. After such investigation, LESSEE, based upon its current knowledge, agrees that the Property has not been subject to the use, generation, manufacture, storage, treatment, disposal, release or threatened release of hazardous

substances; and 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.

19.9 Access to Property. LESSEE authorizes LESSOR to enter upon the Property to make such reasonable 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.

19.10 Release from Future Claims. 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 except to the extent that such presence predated this Lease or LESSEE's use of the Property under the Prior Lease.

19.11 Report of Events. 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.

19. PORT OF VALDEZ

19.1. LESSEE to Use the Port of Valdez. LESSEE agrees that LESSEE will use all reasonable efforts to have all materials and equipment which LESSEE or LESSEE's contractors ship by water from points of origin outside of the State of Alaska, and which are incorporated into or used in the construction or operations on the Property, shipped by water directly to Valdez and unloaded in the Port of Valdez.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates herein below set forth, with the effective date of this Lease as set forth in the initial paragraph hereof.

LESSOR:

CITY OF VALDEZ

Date: _____

By: _____
_____, Mayor

Attest: _____

Sheri L. Pierce, MMC, City Clerk

LESSEE:

Date: _____

By: _____

Print name and representative capacity

APPROVED AS TO FORM:

BRENA, BELL & CLARKSON, P.C.

Attorneys for City of Valdez

By: _____

Anthony S. Guerriero

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____, day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared _____, known to me and to me known to be the _____ of Mega Trucking, LLC, on the behalf of which he/she executed the foregoing document, and he/she acknowledged to me that he/she signed the same as his/her 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.

Notary Public in and for Alaska
My Commission Expires: _____

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 17-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA REQUESTING FY 18 PAYMENT IN LIEU OF TAXES FUNDING
FROM THE DEPARTMENT OF COMMERCE, COMMUNITY, AND
ECONOMIC DEVELOPMENT

WHEREAS, 3AAC 152.100 requires the governing body of a city to adopt a resolution requesting funding from the Payment in Lieu of Taxes Program for cities in the unorganized borough and to submit the resolution to the Department of Commerce, Community, and Economic Development; and

WHEREAS, the City of Valdez shall use the funds for any governmental purpose and establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles; and

WHEREAS, the City of Valdez recognizes the State of Alaska may at anytime, request a report on how the funds were expended.

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

The Valdez City Council by this resolution hereby requests distribution of the FY 18 Payment in Lieu of Taxes Program by the Department of Commerce, Community, and Economic Development on the date required by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 6th day of June, 2017.

CITY OF VALDEZ, ALASKA

Ruth E. Knight, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Commerce, Community, and Economic Development

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

P.O. Box 110809
Juneau, Alaska 99811-0809
Main: 907.465.4731
Programs fax: 907.465.4761

May 24, 2017

Dennis Ragsdale, City Manager
City of Valdez
PO Box 307
Valdez, AK 99686

RE: **FY 18 PAYMENT IN LIEU OF TAXES PROGRAM FOR CITIES IN THE UNORGANIZED BOROUGH**

Dear Municipal Official:

On May 5, 2017, the President signed the Consolidated Appropriations Act, 2017 (H.R. 244) which appropriated \$465 million in discretionary funding for Payment in Lieu of Taxes (PILT). The U.S. Department of Interior is currently preparing the necessary calculations to issue payments for the FY 2017 PILT program.

The State of Alaska expects to receive the funds for the PILT program in June 2017. This will allow the Department of Commerce, Community, and Economic Development to disburse payments to PILT recipients in July 2017. At this time, it is unknown how much the State of Alaska will receive for the cities in the unorganized borough.

If your city is waiting for an estimated payment in order to prepare an annual budget, please know that DCRA has not received any payment information from the US Department of the Interior yet. As in prior years, DCRA suggests that the city budget \$0 if possible under this program. If a balanced budget is unattainable with a \$0 line item for PILT, then it is suggested that the city estimate a minimum of a 25% reduction of the FY17 actual PILT payment received.

In order to receive payment under the PILT program, a city must submit to the Department the attached application, which includes a cover page and resolution requesting payment. A number of requirements have been waived for the State Fiscal Year 2018, so please read the application and resolution thoroughly to understand what is required to receive a payment.

The completed application must be received by **June 30, 2017**. Enclosed is a sample resolution for the FY 18 Payment in Lieu of Taxes (PILT) Program for cities in the unorganized borough. The cover page and adopted resolution should be submitted to:

Division of Community and Regional Affairs
Attention: Robin Park
Payment in Lieu of Taxes Program
P.O. Box 110809
Juneau, AK 99811

Or submitted via email to robin.park@alaska.gov

Should you have any questions regarding the FY 17 PILT program, please feel free to contact me. I can be reached via email at robin.park@alaska.gov, or you may call me at 907-465-4731. You may also contact Debi Kruse at debi.kruse@alaska.gov or call her at 907-465-4451.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robin Park", with a stylized flourish at the end.

Robin Park
Grants Administrator II

Enclosures: FY 18 PILT Cover Page
Sample FY 18 PILT Resolution

FY 2018 PAYMENT IN LIEU OF TAXES ~ APPLICATION

NAME OF MUNICIPALITY CITY OF VALDEZ	VENDOR NUMBER CIV84401
CONTACT NAME	CONTACT EMAIL ADDRESS
MAILING ADDRESS PO Box 307	CONTACT PHONE NUMBER
CITY, STATE, ZIP CODE VALDEZ, AK 99686	FAX NUMBER

Eligibility requirements Per 3 AAC 152.100:

To be eligible to receive a distribution under the payment in lieu of taxes in the unorganized borough program a city must

1. Be located within the circumference of the boundaries of a federally designated area in the unorganized borough;
2. Be incorporated as a city under AS 29.04.010 – 29.04.020 before July 1 of the state fiscal year in which the distribution is requested;
3. Submit a resolution to the department that requests the distribution and verifies that
 - a. The city has conducted a regular election during the state fiscal year preceding the state fiscal year in which the distribution is requested and has reported the results of the election to the commissioner;
 - b. Regular meetings of the city's governing body are held in the city and a record of the proceedings is maintained; and
 - c. Local ordinances adopted by the city have been codified in accordance with AS 29.25.050;
4. Adopt and submit to the department a copy of the city's budget for its fiscal year in which the distribution is requested;
5. For a home rule or first class city, file with the department a copy of the city's audit for the city's second fiscal year preceding its fiscal year in which the distribution is requested; and
6. For a second class city, file with the department a copy of the city's audit or certified statement of annual income and expenditures for the city's second fiscal year preceding its fiscal year in which the distribution is requested.

The Department of Commerce, Community, and Economic Development (DCCED), Division of Community and Regional Affairs (DCRA) is in the process of revising the Payment in Lieu of Taxes program regulations. For the State Fiscal Year 2018 PILT application process, the DCCED Commissioner has waived requirements 3-6. A resolution is still required, but has been revised. Please see the enclosed sample.

Please submit your resolution and application to Robin Park, no later than June 30, 2017.

CERTIFICATION:

As the highest ranking official, I certify City of Valdez understands the
(Name of Municipality)
requirements for receiving the Payment in Lieu of Taxes funds and agrees to comply with all laws and regulations governing PILT funds.

Signature (Highest Ranking Official)

Date

Printed Name and Title



NATIONAL FLOOD INSURANCE PROGRAM

FEMA PRODUCTION AND TECHNICAL SERVICES CONTRACTOR

April 27, 2017

Mr. Peter Crews, P.E.
Civil Engineer, AECOM
700 G Street Suite 500
Anchorage, AK 99501

IN REPLY REFER TO:
Case No.: 17-10-0154P
Community: City of Valdez, AK
Community No.: 020094

316-AD

Dear Mr. Crews:

This responds to your additional data submittal dated March 15, 2017 that the Department of Homeland Security's Federal Emergency Management Agency (FEMA) issue a revision to the Flood Insurance Rate Map (FIRM) for the above-referenced community. Pertinent information about the request is listed below.

Identifier:	Lowe River Levee System Certification
Flooding Source:	Lowe River
FIRM Panel Affected:	020094 0075C

The data required to complete our review, which must be submitted within 90 days of the date of this letter, are listed on the enclosed summary.

If we do not receive the required data within 90 days, we will suspend our processing of your request. Any data submitted after 90 days will be treated as an original submittal and will be subject to all submittal/payment procedures, including the flat review and processing fee for requests of this type established by the current fee schedule. A copy the current fee schedule is available for your information on the FEMA Web site at <https://www.fema.gov/flood-map-related-fees>.

FEMA receives a very large volume of requests and cannot maintain inactive requests for an indefinite period. Therefore, we are unable to grant extensions for the submission of required data/fee for revision requests. If a requester is informed by letter that additional data are required to complete our review of a request, the data/fee must be submitted within 90 days of the date of the letter. Any fees already paid will be forfeited for any request for which the requested data are not received within 90 days.

LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605 PH: 1-877-FEMA MAP

STARR, under contract with the FEDERAL EMERGENCY MANAGEMENT AGENCY, is a
Production and Technical Services Contractor for the National Flood Insurance Program

If you have general questions about your request, FEMA policy, or the National Flood Insurance Program, please call the FEMA Map Information Exchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627). If you have specific questions concerning your request, please contact your case reviewer, Mr. Daniel Gruen, by e-mail at daniel.gruen@starr-team.com or by telephone at (240) 542-3139, or the Revisions Coordinator for your request, Ms. Sonal Kulkarni at Sonal.Kulkarni@starr-team.com or at (240) 542-3102.

Sincerely,



Alex Haptemariam, P.E., CFM
MT-2 Process Manager
STARR

cc: Mr. Jimmy C. Smith
NFIP Coordinator, Alaska Department of Community & Economic Development
550 West 7th Avenue, Suite 1640
Anchorage, AK 99501
907-269-4132
jimmy.smith@alaska.gov

Ms. AnnMarie Lain
Senior Planner, City of Valdez
Post Office Box 307
Valdez, AK 99686
907-834-3450
alain@ci.valdez.ak.us



NATIONAL FLOOD INSURANCE PROGRAM

FEMA PRODUCTION AND TECHNICAL SERVICES CONTRACTOR

Summary of Additional Data Required to Support a Letter of Map Revision (LOMR)

Case No.: 17-10-0154P

Requester: Mr. Peter Crews, P.E.

Community: City of Valdez, AK

Community No.: 020094

The issues listed below must be addressed before we can continue the review of your request.

1. The submitted technical memorandum entitled Hydrologic and Hydraulic Analysis, dated March 3, 2017 indicates that a new hydrologic analysis was created using USGS regression equations and methods described in the USGS Water Resources Investigations Report (Curran et al. 2016). Please submit any models/algorithms, calculations and back up data used to determine the flood magnitude estimates for the Lowe River.
2. Regulation 65.10(b)(1) of the National Flood Insurance Program states that riverine levees must provide a minimum freeboard of three feet above the Base (1-percent-annual-chance) Flood Elevation (BFE) at all points along the levee. Additionally, the hanging levee component, named Groin 2, must have 3.5 feet of freeboard at the most upstream end. Please submit necessary data to address the freeboard issue.
3. In order to certify Groin 2 as a hanging levee, the stability analysis must demonstrate that the embankment protection at the levee endpoints is sufficient to prevent scour/erosion at any point touched by flowing water including the landward side. Please provide this stability analysis and reinforce Groin 2 at the endpoints or as necessary to ensure scour/erosion does not occur that would jeopardize the integrity of the structure.


Please send the required data directly to us at the address shown at the bottom of the first page attention to Mr. Daniel Gruen, STARR. For identification purposes, please include the case number referenced above on all correspondence.



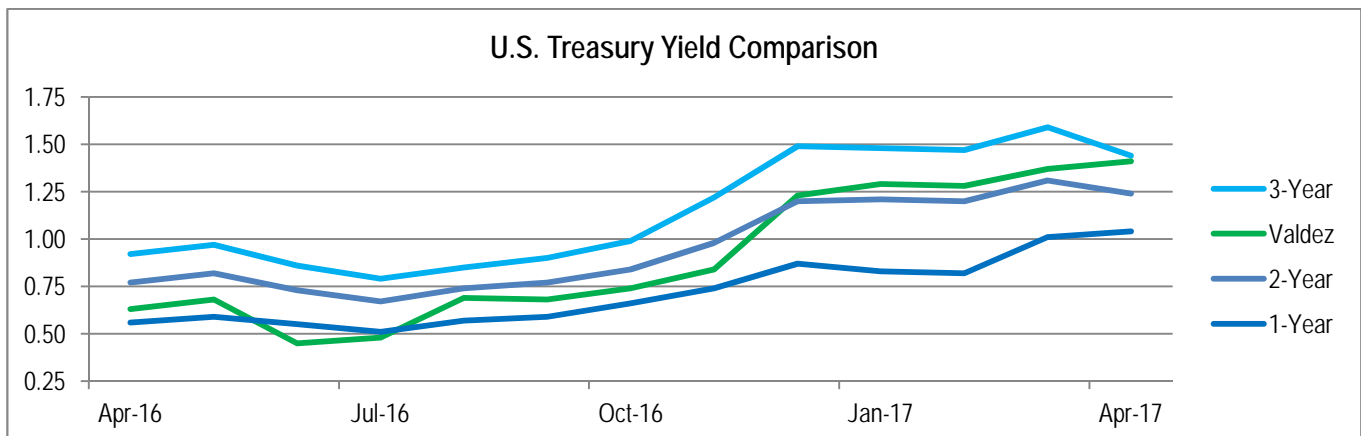
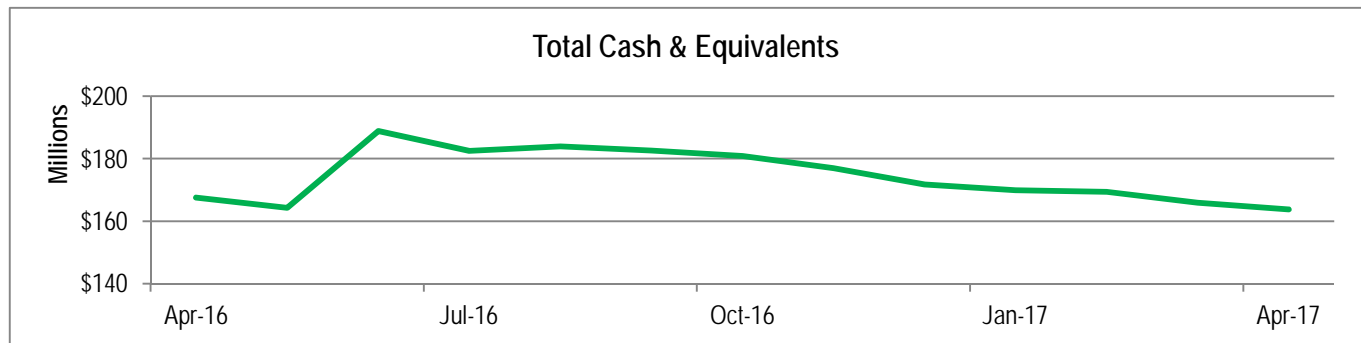
MONTHLY TREASURY REPORT

Period Ending: April 30, 2017

Prepared By: Brian Carlson, Finance Director



		Begin				End	Yield	Notes
		Balance	Debits	Credits	Balance			
Central Treasury		152,710,235	8,849,372	(11,395,139)	150,164,467	1.45%		
Custody Agency	Wells Fargo	112,645,066	259,343	(560)	112,903,849	1.47%	1	
Central Treasury	Wells Fargo	27,824,160	84,200	-	27,908,360	1.63%		
AMLIP	Key Bank	4,073,193	5,000,000	(298)	9,072,895	0.77%		
Checking	Wells Fargo	8,369,397	2,370,150	(10,254,853)	484,694	0.00%		
Payroll	Wells Fargo	(201,581)	1,135,679	(1,139,428)	(205,331)	0.00%		
Bond Proceeds		694,433	372	-	694,805	0.74%		
GO Bonds 2015	Bank of NY	694,433	372	-	694,805	0.74%		
Health Self-Insurance Funds		3,233,234	491,047	(80,350)	3,643,930	0.04%		
Reserve	First National	2,758,108	-	-	2,758,108	0.05%		
Operating	First National	475,125	491,047	(80,350)	885,822	0.01%		
Restricted		9,260,316	11,314	-	9,271,630	1.35%		
Debt Service	Wells Fargo	9,254,110	11,314	-	9,265,424	1.35%		
Police	Wells Fargo	6,206	-	-	6,206	0.00%		
Total		165,898,218	9,352,104	(11,475,489)	163,774,833	1.41%		





MONTHLY TREASURY REPORT

Period Ending: April 30, 2017

NOTES:

- 1 \$5MM transfer from "Custody Agency" at end of March. Staff will maintain low checking balances so as to increase utilization of AMLIP, thereby obtaining improved investment yields.

Agreement for Professional Services

Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities

Project No.: 310-6450

Contract No. 1085

Cost Code: Original #310-6450-58444; Current #310-6450-58000



**City of Valdez
Contract Amendment #18**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and R&M CONSULTANTS, INC. (“Contractor”), regarding the following AGREEMENT dated the 5th day of November 2012:

Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities

Project No: 310-6450

Contract No.: 1085

Cost Code: Original #310-6450-58444; Current #310-6450-58000

Contractor’s project manager under this agreement is Kim Nielsen, PE.

City’s project manager is Laura Langdon.

ARTICLE 1. Justification

The above referenced AGREEMENT requires modification due to the following requirements or conditions: to provide continued engineering support and construction administration services through June 20, 2017 for Phase 2 of the Valdez New Boat Harbor project.

ARTICLE 2. Scope of Work - Period of Performance

Scope of work and/or Period of Performance to the above referenced AGREEMENT shall be modified as specified in Appendix A, B and C, which is hereby incorporated by this reference.

ARTICLE 3. Compensation

Original amount of the AGREEMENT: \$164,448

Amount Changed by previously authorized Amendment: \$2,670,922.60

AGREEMENT Amount prior to this Amendment: \$2,835,370.60

Amount of this Amendment: \$35,000.00

New total AGREEMENT amount including this Amendment: \$2,870,370.60

Agreement for Professional Services

Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities

Project No.: 310-6450

Contract No. 1085

Cost Code: Original #310-6450-58444; Current #310-6450-58000

ARTICLE 4. Extent of Agreement:

The above referenced AGREEMENT, including this and all previously authorized Amendments and appendices, represents the entire and integrated AGREEMENT between the City and the Contractor.

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

All terms, conditions, and provisions of the above referenced AGREEMENT, to include all previously authorized Amendments, remain in full force and affect, except as specifically modified herein by this Amendment.

Agreement for Professional Services

Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities

Project No.: 310-6450

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Cost Code: Original #310-6450-58444; Current #310-6450-58000

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

R&M CONSULTANTS, INC.

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Elke Doom, City Manager

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

Dean Day, P.E., Capital Facilities Director

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Clarkson, P.C.

Anthony S. Guerriero

Date: _____

Agreement for Professional Services

Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities

Project No.: 310-6450

Contract No. 1085

Cost Code: Original #310-6450-58444; Current #310-6450-58000

**Appendix A
Scope of Work**

BASIC SERVICES

The scope of this Contract has been amended over time. This Amendment is for additional services related to (1) Phase 2 engineering support and construction administration including contractor work plan/schedule evaluation, submittal exchange coordination, submittal reviews, and (2) project coordination, as available funds permit, prior to execution of any other Agreement Amendment or other Agreement that the parties may hereafter agree to execute.

Agreement for Professional Services

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**Appendix B
Basis of Compensation**

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

Payment shall be made based on “time and expenses” and shall not exceed \$35,000.00 without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

Agreement for Professional Services

Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities

Project No.: 310-6450

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**Appendix C
General Conditions**

I. Definitions:

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

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

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

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

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

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

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

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

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

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

II. Information and Services from Others:

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

Agreement for Professional Services

Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities

Project No.: 310-6450

Contract No. 1085

Cost Code: Original #310-6450-58444; Current #310-6450-58000

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

III. Indemnification

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

IV. Insurance:

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

Agreement for Professional Services

Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities

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V. Payments:

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

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

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

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

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

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

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

Agreement for Professional Services

Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities

Project No.: 310-6450

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VI. Changes:

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

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

VII. Audits and Records:

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

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

VIII. Inspections:

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

IX. Termination or Suspension:

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

Agreement for Professional Services

Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities

Project No.: 310-6450

Contract No. 1085

Cost Code: Original #310-6450-58444; Current #310-6450-58000

nonconformance to this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

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

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

X. Officials Not to Benefit:

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

XI. Independent Consultant:

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

XII. Ownership of Work Products:

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

Agreement for Professional Services

Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities

Project No.: 310-6450

Contract No. 1085

Cost Code: Original #310-6450-58444; Current #310-6450-58000

XIII. Subconsultants, Successors and Assigns:

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

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

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

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

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

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

XIV. Claims and Disputes:

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

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act,

Agreement for Professional Services**Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities****Project No.: 310-6450****Contract No. 1085****Cost Code: Original #310-6450-58444; Current #310-6450-58000**

event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

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

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

Agreement for Professional Services

Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities

Project No.: 310-6450

Contract No. 1085

Cost Code: Original #310-6450-58444; Current #310-6450-58000

XV. Extent of Agreement:

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

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

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

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

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

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

XVI. Governing Laws:

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

XVII. Minimum Wages:

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

Agreement for Professional Services

Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities

Project No.: 310-6450

Contract No. 1085

Cost Code: Original #310-6450-58444; Current #310-6450-58000

Appendix D
Standard Labor Rates for the Consultant

See attached labor rate schedule from R&M Consultants, Inc.

Agreement for Professional Services
Project: Project Management Services for the New Small Boat Harbor
Project No.: 310-6450
Contract No. 1176
Cost Code: Original #310-6450-49551; Current #310-6450-58000



City of Valdez
Contract Amendment #7

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and ARCADIS, INC. (“Contractor”), regarding the following AGREEMENT dated the 5th day of August 2014:

Project: Project Management Services for the New Small Boat Harbor

Project No: 310-6450

Contract No.: 1176

Cost Code: Original #310-6450-49551; Current #310-6450-58000

Contractor’s project manager under this agreement is Ron Rozak, PE.

City’s project manager is Laura Langdon.

ARTICLE 1. Justification

The above referenced AGREEMENT requires modification due to the following requirements or conditions: to provide project management and construction administration services through June 9, 2017 for Phase 2 of the Valdez New Boat Harbor project.

ARTICLE 2. Scope of Work - Period of Performance

Scope of work and/or Period of Performance to the above referenced AGREEMENT shall be modified to extend to June 20, 2017.

ARTICLE 3. Compensation

Original amount of the AGREEMENT: \$340,548.00

Amount Changed by previously authorized Amendment: \$1,288,648.15

AGREEMENT Amount prior to this Amendment: \$1,629,196.15

Amount of this Amendment: \$15,000.00

New total AGREEMENT amount including this Amendment: \$1,644,196.15

Agreement for Professional Services

Project: Project Management Services for the New Small Boat Harbor

Project No.: 310-6450

Contract No. 1176

Cost Code: Original #310-6450-49551; Current #310-6450-58000

ARTICLE 4. Extent of Agreement:

The above referenced AGREEMENT, including this and all previously authorized Amendments and appendices, represents the entire and integrated AGREEMENT between the City and the Contractor.

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

All terms, conditions, and provisions of the above referenced AGREEMENT, to include all previously authorized Amendments, remain in full force and affect, except as specifically modified herein by this Amendment.

Agreement for Professional Services

Project: Project Management Services for the New Small Boat Harbor

Project No.: 310-6450

Contract No. 1176

Cost Code: Original #310-6450-49551; Current #310-6450-58000

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

ARCADIS, INC.

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Elke Doom, City Manager

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

Dean Day, P.E., Capital Facilities Director

Date: _____

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

Anthony S. Guerriero

Date: _____

Agreement for Professional Services

Project: Project Management Services for the New Small Boat Harbor

Project No.: 310-6450

Contract No. 1176

Cost Code: Original #310-6450-49551; Current #310-6450-58000

**Appendix A
Scope of Work**

BASIC SERVICES

The scope of this Contract has been amended over time. This Amendment is for additional services related to project management and construction administration including project coordination, as available funds permit, prior to execution of any other Agreement Amendment or other Agreement that the parties may hereafter agree to execute.

From: [Oistad, Cynthia](#)
To: [Laura Langdon](#)
Cc: [Rozak, Ron](#); [Dickson, Michelle](#); [Crandall, Kent](#)
Subject: Arcadis amendment for services until June 20th
Date: Tuesday, May 30, 2017 3:35:23 PM
Attachments: [image002.png](#)

Hi Laura,

I just spoke with Ron. We estimate we need to add **\$15,000** to Arcadis' Valdez New Boat Harbor contract (Time & Materials, Not to Exceed) to continue to provide management services until June 20th (until the larger Phase 2 contract can be executed at the 6/20 Council Meeting).

He and I are working on fine tuning our Phase 2 management services proposal to reflect today's discussion. We will send that proposal and fee to you by COB on Friday, June 2.

Sincerely,

Cynthia Oistad, CPSM | Alaska Business Development/Project Communications |

cynthia.oistad@arcadis.com

Arcadis | Arcadis U.S., Inc.

880 H Street, Suite 101 | Anchorage, AK 99501 | USA

T. +1 907 276 8095 | D. + 1 907 343 3009

Connect with us! www.arcadis.com | [LinkedIn](#) | [Twitter](#) | [Facebook](#)



Be green, leave it on the screen.

This email and any files transmitted with it are the property of Arcadis and its affiliates. All rights, including without limitation copyright, are reserved. This email contains information that may be confidential and may also be privileged. It is for the exclusive use of the intended recipient(s). If you are not an intended recipient, please note that any form of distribution, copying or use of this communication or the information in it is strictly prohibited and may be unlawful. If you have received this communication in error, please return it to the sender and then delete the email and destroy any copies of it. While reasonable precautions have been taken to ensure that no software or viruses are present in our emails, we cannot guarantee that this email or any attachment is virus free or has not been intercepted or changed. Any opinions or other information in this email that do not relate to the official business of Arcadis are neither given nor endorsed by it.

Agreement for Professional Services

Project: Project Management Services for the New Small Boat Harbor

Project No.: 310-6450

Contract No. 1176

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**Appendix B
Basis of Compensation**

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

Payment shall be made based on “time and expenses” and shall not exceed \$15,000.00 without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

Agreement for Professional Services

Project: Planning and Feasibility for, and Design of Comprehensive Municipal Harbor Facilities

Project No.: 310-6450

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Cost Code: Original #310-6450-58444; Current #310-6450-58000

**Appendix C
General Conditions**

I. Definitions:

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

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

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

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

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

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

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

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

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

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

II. Information and Services from Others:

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

Agreement for Professional Services**Project: Project Management Services for the New Small Boat Harbor****Project No.: 310-6450****Contract No. 1176****Cost Code: Original #310-6450-49551; Current #310-6450-58000**

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

III. Indemnification

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

IV. Insurance:

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

Agreement for Professional Services

Project: Project Management Services for the New Small Boat Harbor

Project No.: 310-6450

Contract No. 1176

Cost Code: Original #310-6450-49551; Current #310-6450-58000

V. Payments:

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

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

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

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

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

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

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

Agreement for Professional Services
Project: Project Management Services for the New Small Boat Harbor
Project No.: 310-6450
Contract No. 1176
Cost Code: Original #310-6450-49551; Current #310-6450-58000

VI. Changes:

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

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

VII. Audits and Records:

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

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

VIII. Inspections:

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

IX. Termination or Suspension:

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

Agreement for Professional Services

Project: Project Management Services for the New Small Boat Harbor

Project No.: 310-6450

Contract No. 1176

Cost Code: Original #310-6450-49551; Current #310-6450-58000

nonconformance to this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

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

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

X. Officials Not to Benefit:

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

XI. Independent Consultant:

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

XII. Ownership of Work Products:

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

Agreement for Professional Services
Project: Project Management Services for the New Small Boat Harbor
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If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by amendment.

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

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

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

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager with the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act,

Agreement for Professional Services**Project: Project Management Services for the New Small Boat Harbor****Project No.: 310-6450****Contract No. 1176****Cost Code: Original #310-6450-49551; Current #310-6450-58000**

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- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information which the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless fraudulent as to the claim unless, with thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
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Agreement for Professional Services
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This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

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

Agreement for Professional Services

Project: Project Management Services for the New Small Boat Harbor

Project No.: 310-6450

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Appendix D
Standard Labor Rates for the Consultant

See attached labor rate schedule from Arcadis, Inc.

2017 Arcadis Rate Schedule

Team Member	Hourly Rate
Ronald Rozak, PE	\$160
Joyce Kuhn	\$88
Allison Murrell	\$78

NOTES:

This fee schedule includes fully burdened hourly rates inclusive of overhead, G&A, benefits, profit, insurance, etc. Subconsultants and expenses will be billed with a 6% administrative markup.

City Council, City Manager, City Clerk Travel Report
1st Quarter 2017 (January - March)

Name of Traveler	Dates of Travel	Event	Drive	Fly	Per Diem	Lodging	Registration	Cab/Car Rental	Other	Total Cost	Notes
Mayor Ruth E. Knight	2/27-3/4	Juneau Legislative Trip	\$0.00	\$507.90	\$350.00	\$663.04	\$0.00	\$0.00	\$95.00	\$1,615.94	Other = Udrive Shuttle from Anchorage
Council Member Lon Needles	2/27-3/2	Juneau Legislative Trip	\$0.00	\$672.90	\$280.00	\$577.89	\$0.00	\$0.00	\$0.00	\$1,530.79	
City Manager Elke Doom	2/27-3/4	Juneau Legislative Trip	\$0.00	\$702.90	\$350.00	\$971.00	\$0.00	\$0.00	\$95.00	\$2,118.90	Other = Udrive Shuttle from Anchorage
City Clerk Sheri Pierce	2/27-3/4	Juneau Legislative Trip	\$0.00	\$669.00	\$350.00	\$1,081.88	\$0.00	\$52.50	\$95.00	\$2,248.38	Other = Udrive Shuttle from Anchorage

**MEMORANDUM OF
UNDERSTANDING**
City of Valdez, Alaska –Irwin
Development Group, LLC. And Alaska
Pacific Development INC.

This Memorandum of Understanding (this “MOU”) is dated this 19th day of October 2016, by and between the City of Valdez, Alaska, municipal corporation (“City”), and (Irwin Development Group, LLC. (IDG) and Alaska Pacific Development INC. (“APD”) as a Joint Venture (Development Joint Venture, (DJV)

WITNESSETH:

WHEREAS, the parties intend to further memorialize their agreements in a subsequent developer agreement, and appropriate financing agreement; and

WHEREAS, the City of Valdez owns certain lands that are appropriate for the development of an affordable housing project, located in the City of Valdez, Alaska, and holds such lands in the public ownership and the DJV will acquire land; and

WHEREAS, the City of Valdez has been experiencing a shortage of affordable housing and retail development throughout the region and the said lack of sufficient housing has been highlighted by a lack of sufficient rental housing and single-family homes and retail opportunities; and

WHEREAS, the 2015 Residential Rental Market Survey (“Market Survey”), authored by the Alaska Department of Labor and Workforce Development, indicated that the City of Valdez-Cordova Census Area had the second-highest medium adjusted rent. The City of Valdez’s rental housing market indicates that the City of Valdez has been experiencing a shortage of affordable housing within its jurisdiction; and

WHEREAS, the Market Survey also indicated that the City of Valdez-Cordova Census Area has the fourth -lowest vacancy rate for one bedroom apartments, and the second-lowest vacancy rate for two bedroom apartments in Alaska; and

WHEREAS, much of the available employment in the City of Valdez involve regular and recurring durations of employment, in industries such as energy and transportation, which has increased the demand for quality affordable rental accommodations for this segment of the workforce population and the City of Valdez found that the lack of affordable housing applies to all households in the area; and

WHEREAS, the City of Valdez has been proactively working on creating solutions to the shortage of affordable housing and the development of retail business; and

WHEREAS, the parties acknowledge that a possible funding solution to develop affordable housing and retail opportunities are Public Private Partnerships which can provide the City of

Valdez with private capital to assist in financing the development of an affordable housing project and retail business; and

WHEREAS, a Public Private Partnership creates an alliance with a public agency with a qualified private organization to focus on a high community priority – the public agency is the project sponsor and therefore sets the agenda, public policy and focuses the community effort, and the private organization brings needed private capital, project expertise and management capacity to the high community priority; and

WHEREAS, the parties agree that funding for the project will be provided by multiple sources including, but not limited to, Tax Credit Equity, a conventional loan, grant funds, private equity, tax-exempt housing bonds and possibly funds from the City of Valdez; and

WHEREAS, it is projected that there will be a funding gap between sources of funds available to fund the project and the costs of completing the project and the parties understanding that they will work together in good faith to find sources to fill the funding gap; and

WHEREAS, the City of Valdez will provide a suitable city-owned site for the projects, or funding for acquisition of a suitable site or the DJV will acquire land in partnership with the City; and

WHEREAS, the parties agree that City of Valdez will be the project sponsor and provide the land for the project or the DJV will acquire land in partnership with the City, and that any necessary rezoning will be processed in an expedited manner with full support of the City of Valdez; and

WHEREAS, the parties agree that the project will be new construction and consist of forty (40) to sixty (60) new housing units of various bedroom sizes, as dictated by the 2016 Market Study, and retail rental space as a mixed use project, and as approved by the City of Valdez; and

WHEREAS, the parties agree the rental rates will be affordable upon agreement by the parties;

WHEREAS, the parties agree that it is in their respective best interests to execute this MOU to outline their shared understanding of the Public Private Partnership (hereinafter referred to as “Project”), timeline, and to take responsible steps towards a (a) development of a specific project; (b) appropriate descriptions to be defined in a development agreement; (c) Public Private Financing Agreement; and (d) a Development Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the parties agree as follows:

Section 1. **Exclusivity.** While the parties work in good faith to determine project feasibility, the City of Valdez agrees to work exclusively with DJV as the developer of the Project, for

such time period as this Agreement remains in effect subject to the terms and conditions contained herein.

Section 2. **Foundational Agreements.**

- (a) City and DJV shall enter into a Public Private Partnership for the purpose of providing more affordable and workforce housing to the community of Valdez and retail business; and
- (b) City shall be the sponsor of the project and DJV shall be the private developer for the Project; and
- (c) City and DJV shall collaborate and work together to obtain and apply for any appropriate and applicable Tax Credits, grants, tax-exempt housing bonds and/or private equity funding, and work together to identify and obtain funding for the funding gap for the benefit of the Project; and
- (d) City and DJV shall agree upon a pre-development budget the costs of said pre-development budget will be subject to negotiation during the development agreement said costs will be split between the DJV and the City; and
- (e) Subsequent to the execution of this MOU, the parties shall enter into a Development Agreement and appropriate Public Private Financing Agreement; and
- (f) The Project will be new construction and consist of forty (40) to sixty (60) new housing units of various bedroom sizes, and retail development, and as approved by the City; and
- (g) City shall provide suitable land for the project or the DJV will acquire land in partnership with the City, meaning land that has adequate soil conditions for the development; and
- (h) City shall be responsible for completing access and utility infrastructure development in a manner sufficient to service the Project, including streets, sidewalks, curb and gutter, storm drains, water, sewer, and management of the contracts to install electric, telephone and cable; and
- (i) City shall be responsible for Site predevelopment activities including an environmental assessment, surveying, platting, subdividing, and rezoning (if applicable) in as expedited a timeline as possible; and
- (j) DJV shall be responsible for market studies and appraisals; and
- (k) Rental rates for the housing units developed in the Project shall be affordable as determined by the parties; and
- (l) The parties agree it is important to quickly provide relief to community's housing

burden and to retain the equity investors, therefore *time is of the essence* and the parties will use best efforts to meet the schedule identified in Subsection (n) *infra*; and

(m) The parties agree to use best efforts to effect the following schedule:

- a. July 2017 – Parties execute a mutually agreeable development agreement;
- b. August 2017 – Identification of Project Site;
- c. September 2017 – Site Control;
- d. October 2017 – Commitment of project funds and approval of financing plan from the parties;
- e. December 2017 – Market study, appraisal;
- f. February 2018 – Environmental site studies, site survey, subdivision and platting;
- g. April 2018 – Commence Construction; and
- h. May 2019 – Complete Construction.

(n) DJV shall be responsible for managing or retaining a third-party property manager for the Project, this means complete responsibility for the financial management and on site property management; and

(o) The parties agree that DJV will receive a 15% developer fee of all hard and soft development costs, exclusive of City contributions, based on approved Proforma, for the Project in consideration for DJV's management, development, and Project oversight; and

(p) The parties agree that DJV will receive reimbursement for any third-party costs and fees, approved by the City and outlined in the Development Agreement, based on approved Proforma, plus the applicable 3% construction management fee at the completion of the Project.

Section 3. **Miscellaneous Provisions:**

(a) The parties acknowledge and are both committed to cooperating with each other and to the Project. The DJV agrees to use local sub-contractors and local labor to the extent possible. Any additional obligations and responsibilities shall be specified in the Development Agreement and appropriate Financing Agreement; and

(b) City, to facilitate the progress and feasibility of the Project, shall use best efforts to waive fees and costs associated with building permits (excluding State Fire Marshal review and approval), expedited permitting and any rezoning (if possible), zoning changes, land use permits, and other similar City permitting fees and costs of construction; and

(c) City shall capture any real estate taxes incurred and owed to City of Valdez into a

reserve for the benefit of the Project in the event costs of development or operation exceed projections based on the approved Project. In the event said reserve is not used for the benefit of the Project, any remaining funds in said reserve shall revert to the City General Fund; and

- (d) Neither the City of Valdez nor DJV shall be deemed in violation of this MOU if it is prevented from performing any obligations hereunder by reason of strikes, boycotts, labor disputes, severe weather conditions, or any other circumstances for which it is not responsible or which is not under its control, and the party experiencing force majeure gives written notice to the other party identifying the nature of such force majeure, and when it began; Parties shall work together in good faith to achieve the goals of this MOU and
- (e) Any notice or other communication from any party to the other pursuant to this MOU shall be deemed sufficiently given or communicated if sent by first class mail, postage pre-paid and addressed to:

For City of Valdez:
City of Valdez

City Manager
212 Chenega Avenue.
P.O. Box 307
Valdez, AK 99686

For Alaska Pacific Development Inc. and Irwin Development Group,
LLC. As a joint Venture. (DJV)

Mark Lewis, APD

David Irwin, IDG

3003 Minnesota Drive, Suite 201
Anchorage Alaska 99503

IN WITNESS WHEREOF, this MOU is executed by the duly authorized officers or representatives of the City of Valdez, Alaska and the Alaska Pacific Development Inc. As of the day and date first above written.

THE CITY OF VALDEZ

By:

Ruth E. Knight, Mayor,

STATE OF ALASKA, SS.

At City of Valdez, Alaska, on the _____ Day of _____, 2017 personally

Appeared, _____, Mayor of the City of Valdez and acknowledges this instrument by her, sealed and subscribed to be her free act and deed, and the free act and deed of the City of Valdez, Alaska.

Before me,

Notary Public

Commission Expires

Alaska Pacific Development Inc. and Irwin Development
Group as a Joint Venture.

By: _____

Mark Lewis, APD

David Irwin, IDG

STATE OF ALASKA, SS.

At City of Valdez, Alaska, on the _____ Day of _____

, 2016, personally
Appeared, _____, and acknowledges this instrument by him, sealed and subscribed to be
his free act and deed, and the free act and deed of Pacific Development Group JV.

Before me,

Notary Public

Commission Expires

DRAFT

DRAFT

BRENA, BELL & CLARKSON, P.C.

ROBIN O. BRENA, MANAGING ATTORNEY
 JESSE C. BELL
 KEVIN G. CLARKSON
 DAVID W. WENSEL
 ANTHONY S. GUERRIERO
 LAURA S. GOULD
 FREDERICK H. HAHN V
 MATTHEW C. CLARKSON
 KELLY M. MOGHADAM
 JON S. WAKELAND
 JAKE W. STASER

ATTORNEYS AT LAW

810 N STREET, SUITE 100
 ANCHORAGE, ALASKA 99501
 TELEPHONE: 907.258.2000
 FACSIMILE: 907.258.2001
 WEB SITE: BRENALAW.COM

May 18, 2017

City of Valdez
 Attn: Elke Doom, City Manager
 P.O. Box 307
 Valdez, AK 99686

From: Administration	
PO/Contract #:	
Account #:	001-5600-43200
Activity Code:	
Date:	
Signature:	Elke Doom

April 2017 Billing Summary Sheet

File No.	Description	\$	Amount
1374-003	Tax Cap Litigation (3AN-12-11398 CI)	\$	12,579.59
1374-004	NSB Declaratory Action (3AN-13-8917 CI)	\$	74.47
1374-005	TAPS 2010, 2011, 2013, and 2014 SARB Appeals to Superior Court (3AN-06-8446 CI Consolidated) BBC Invoice (\$0.00) Expert-Consultants/Services-Costs (\$0.00)	\$	0.00
1374-007	City Council	\$	4,140.00
1374-008	Capital Facilities	\$	1,350.00
1374-009	Ports and Harbor	\$	2,575.73
1374-010	Finance	\$	13.34
1374-011	Administration	\$	9,399.72
1374-012	Community Development	\$	10,687.13
1374-014	Escaped Property	\$	26,197.41
1374-015	Bond Sales & Defeasance	\$	0.00
1374-016	Parks & Rec	\$	1,048.34
1374-017	Police Department	\$	90.00
1374-018	Human Resources – CONFIDENTIAL	\$	2,911.77
1374-019	Public Works	\$	217.02
1374-020	Small Boat Harbor	\$	780.00
1374-022	Gas Line	\$	15,131.83
1374-023	Confidential H.R. Matter	\$	90.00
1374-024	TAPS Settlement/Mediation	\$	0.00
1374-025	Confidential H.R. Matter	\$	0.00

File No.	Description	\$	Amount
1374-026	DOR Regulation Scoping and Revision Process	\$	0.00
1374-027	Cummings	\$	2,750.81
1374-028	Confidential H.R. Matter	\$	0.00
	TOTAL	\$	90,037.16

Mayor's Report – June 6, 2017

Since our last Council meeting on May 16-

- May 22nd I met with our Finance Director to discuss and sign all of the health insurance paper work. We are lucky to have Brian in this position. He is very detailed but does tend to “think outside the box”.
- Tuesday the 23rd was the first annual VHS Scholarship Night where graduating seniors from the class of 2017 were honored with over \$1.3 million in scholarships. This has been done in past years during the graduation ceremony, but this year's Seniors asked to have it on a different night. I was very pleased with this decision and hope it continues as an annual event. I was able to present our two All American City Scholarships to Victoria Franciosi and Rylee Norris.
- May 24th was the Valdez High School graduation. It was a very memorable ceremony with Mr. Cockerham recognizing members of the audience who serve or had served in the military. Mr. Toye was the graduation speaker and gave a wonderful message to the Seniors who are heading to all parts of our world to make it a better place. I wish all of the graduates best of luck and happy trails to Mr. Toye and Councilman Cockerham as they move onto the next phase of their lives.
- On Thursday the 25th, I attended the PWSEDD meeting where we discussed the hiring process for a new Executive Director and how to honor Dave Dengel's many years of volunteer service to the organization. This was also the last day of school for the students.
- Friday, May 26 was the last day of school for teachers and a staff recognition BBQ was held.
- Military Appreciation Day was Saturday and there were over 600 people who were fed by Crowley's sponsorship and entertained by the 9th Army Band from JBER. The ceremony was cold, but well orchestrated with Jake Meadows and Smitty Smith being the veteran honorees. Doug Desorcie did an outstanding job putting this event together.
- It was good to have a three-day weekend to catch up on work and remember our loved ones who have passed.
- The Beautification Taskforce met on Tuesday, May 30 at noon. Ms. Ferko and Mr. Wegner prepared a full agenda and recommendations will be brought to the Council at this meeting. We will be getting Mrs. Sue Moeller to staff this Taskforce and would like to thank Allie for all of her time and efforts toward the BTF.
- I called into the Aleutian Work session on the way to the RCAC meeting in Anchorage and thank Councilman Smith for running this meeting.
- Thursday and Friday I was at the RCAC Information and Education Committee meeting in Anchorage and the weather was beautiful.
- I hope everyone is enjoying our weather and to all class of 2017 grads and retirees I send my hope for a safe and successful future.
-

Respectfully submitted,



Ruthie Knight, Mayor City of Valdez

June 2017

City Council Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 7pm - Ports & Harbor Commission Meeting	6 7pm - Regular Council Meeting	7 7pm - Economic Diversification Commission Meeting	8 6pm - Council Work Session (Kimley Horn)	9	10
11	12 6:30pm - School Board Meeting	13 5:30pm - Library Board Meeting (@ Library) 6:30pm - Prov. Health Advisory Council Meeting (@ Hospital) 7pm - Parks & Recreation Commission Meeting	14 7pm - Planning & Zoning Commission Meeting	15	16	17
18	19 7pm - Ports & Harbor Commission Meeting	20 6pm - Supplemental Roll BOE (If Needed) 7pm - Regular Council Meeting	21 7pm - Economic Diversification Commission Meeting	22	23	24
25	26 Noon - Beautification Task Force Meeting 6:30pm - School Board Meeting	27	28 7pm - Planning & Zoning Commission Meeting	29	30	

Note #1: This calendar is subject to change. Contact the City Clerk's office for updates as needed.

Updated 06/01/17

July 2017

City Council Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 7pm - Ports & Harbor Commission Meeting	4 Holiday	5 7pm - Regular Council Meeting	6 7pm - Economic Diversification Commission Meeting	7	8
9	10 6:30pm - School Board Meeting	11 5:30pm - Library Board Meeting (@ Library) 6:30pm - Prov. Health Advisory Council Meeting (@ Hospital) 7pm - Parks & Recreation Commission Meeting	12 7pm - Planning & Zoning Commission Meeting	13	14	15
16	17 7pm - Ports & Harbor Commission Meeting	18 7pm - Regular Council Meeting	19 7pm - Economic Diversification Commission Meeting	20	21	22
23	24 6:30pm - School Board Meeting	25	26 7pm - Planning & Zoning Commission Meeting	27	28	29
30	31 Noon - Beautification Task Force Meeting					

Note #1: This calendar is subject to change. Contact the City Clerk's office for updates as needed.

Updated 06/01/17

BILL WALKER
Governor



P.O. Box 110001
Juneau, AK 99811-0001
(907) 465-3500
Fax (907) 465-3532

STATE OF ALASKA
OFFICE OF THE GOVERNOR
JUNEAU

May 19, 2017

The Honorable Ruth Knight
Mayor
City of Valdez
P.O. Box 307
Valdez, AK 99686

Dear Mayor Knight,

President Trump has made investment in national infrastructure a priority for his new Administration. As a result jurisdictions all around the country have been assembling their wish lists of projects for possible consideration. Governor Walker recently sent an initial list of Alaskan infrastructure projects for consideration by the Trump Administration. However, the Governor also provided notice that additional projects may be nominated by the State for qualifying municipal projects.

The State is therefore soliciting proposals for municipal or tribal infrastructure projects that might qualify for consideration under this federal program. If interested in offering projects for consideration, please follow the criteria below:

- Limit submissions to a maximum of three projects for communities of less than 10,000; or five projects for communities over 10,000 in population.
- Rank order all projects, highest to lowest.
- Projects must have a significant local match or private sector component to the overall funding package – provide project budget proposal.
- Preference should be given to projects that are shovel-ready.
- Identify if any project qualifies for other federal capital funding programs; these projects will likely receive lower priority in this solicitation.
- Project nominations must include a narrative explaining how the project would contribute to one or more of the federal goals for this program, including:
 - Promote American jobs and economic growth
 - Improve the balance of international trade
 - Promote American energy security
 - Rebuild failing public critical infrastructure
 - Meet an immediate life/safety concern not readily addressable by other means

The Honorable Ruth Knight
May 19, 2017
Page 2

Please submit all project nominations by June 30, 2017 via the Office of Management and Budget web interface: <https://www.omb.alaska.gov/html/omb-home/community-project-requests.html>.

Don't hesitate to let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Hozey".

John Hozey
Deputy Chief of Staff
Local Government Liaison