

SNOW STORAGE AGREEMENT

This agreement ("Agreement") is entered into as of the 1st day of January, 2017 between the City of Valdez (hereinafter referred to as "City") and the State of Alaska (hereinafter referred to as "State") witnesseth as follows:

WHEREAS, the City is presently the owner of property adjacent to Hazelet Avenue which is presently not developed; and

WHEREAS, the State, in their winter snow removal work on Hazelet Avenue requires a snow storage site which is located adjacent to Hazelet Avenue; and

WHEREAS, it is in the best interest of the City to cooperate with the State in an effort to provide a snow storage location adjacent to Hazelet Avenue; and

WHEREAS, the previous snow storage agreement expired December 31, 2016.

NOW, therefore, the City agrees to provide an area for snow storage to the State under the following terms and conditions:

1. Legal Description. The area to be provided to the State by the City consists of an area of approximate dimensions of 348 feet by 288 feet on the below described property:

Block 5 of Block 20, Mineral Creek Subdivision, Addition No. 2; and

The specific area of the above described property will be designated and marked by the State upon the approval of Public Works Director.

Additionally, the City will provide to the State, Tract B, Block 6 of Block 20, Mineral Creek Subdivision, Addition No. 2.

2. Use. The property will be used exclusively for the storage of snow by the State. If that same area is needed for snow storage by the City, that will also be allowed.

3. Term. The term of this Agreement will be for a period of five years effective January 1, 2017 and terminating on December 31, 2022.

4. The Site Work to the Premises. The State and the City will perform the site work to the above described property. The City hereby grants the State the authority to enter on the property, to grade the property and remove any brush it deems necessary for the intended use of the property. Any work to be done by the State to the property will be done after receiving the approval from the Public Works Director.

5. Fees. There will be no charge to the State for the use of the above-described property for the use set forth in this Agreement.

6. Removal of Debris and Waste Material. The State agrees to be jointly responsible with the City for the removal of debris and waste materials that accumulates from snow storage on the premises within 30 days of the snow melting on the property.

7. Indemnification/Hold Harmless. The State agrees to hold harmless the City from any claim arising out of any loss, damage or injury to persons or property associated with and during the term of this Agreement which is caused by State use of this property or by State owned, operated, leased or contracted equipments; or caused by personnel employed by the State acting within the scope of their employment; or caused by material deposited on the premises.

8. Compliance with Applicable Laws. The State agrees to comply with all state, federal and municipal regulations regarding the use of the property for snow and ice storage for disposal.

9. Termination. This Agreement is revocable by either party after giving ninety (90) days written notice thereof. Notice should be sent by first class, certified mail. Notice to the City is to be sent to: Community Development Department, P. O. Box 307, Valdez, Alaska 99686. Notice to the State is to be sent to: Department of Transportation, District Manager, South Central District, P. O. Box 507, Valdez, Alaska 99686. If the State revokes this Agreement, the snow deposited on the premises will remain on the premises, but the State is obligated to clean up the debris and waste material in the snow as set forth in Paragraph 6 of this Agreement.

10. Amendments. This Agreement may only be amended, modified or changed by a writing executed by authorized representatives of the parties, with the same formalities as this Agreement. Such writing shall be attached to this Agreement as an appendix.

This instrument and all appendices and amendments thereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; this Agreement shall supersede all other previous communications, representations, or agreements, either oral or written, between the parties hereto.

AUTHORIZED:

State of Alaska Department of Transportation & Public Facilities

By: _____ **Date:** _____
Robert Dunning, Valdez District Supervisor

City of Valdez, Alaska

By: _____ **Date:** _____
Ruth E. Knight, Mayor

ATTEST:

By: _____ **Date:** _____
Sheri Pierce, MMC, City Clerk

RECOMMENDED:

By: _____ **Date:** _____
Elke Doom, City Manager

By: _____ **Date:** _____
AnnMarie Lain, Community Development Director

By: _____ **Date:** _____
Rob Comstock, Public Works Director

APPROVED AS TO FORM:

Brena, Bell & Clarkson, P.C.

By: _____ **Date:** _____
Anthony S. Guerriero