



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, October 1, 2019

7:00 PM

Council Chambers

Regular Meeting

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

III. ROLL CALL

1. [City Council Regular Meeting Minutes of September 17, 2019](#)

Attachments: [DRAFT City Council Regular Meeting Minutes 091719](#)

V. PUBLIC BUSINESS FROM THE FLOOR

VI. CONSENT AGENDA

1. [Renewal of Standard Marijuana Cultivation License #11234 - DKW Farms](#)

Attachments: [Renewal - LG Notice - Standard Marijuana Cultivation - DKW Farms LLC License](#)
[DKW Farms LLC Marijuana Cultivation Inspection 9.24.19](#)

2. [Proclamation: Domestic Violence Awareness Month 2019](#)

Attachments: [DV Proclamation 2019](#)

3. [Appointment to the Prince William Sound Aquaculture Corporation Board of Directors \(Three-Year Term\)](#)

Attachments: [Bauer Letter of Interest PWSAC Board 2019](#)

4. [Approval To Go Into Executive Session Re: \(1\) C-Plan Litigation \(2\) Personnel Matter](#)

VII. NEW BUSINESS

1. [Approval of Professional Services Contract with GreenPlay, Inc. for Parks and Recreation Master Plan in the Amount of \\$97,000](#)
Attachments: [GreenPlay.Professional Services Agreement.2019-09-18](#)
[GreenPlay Scope, Budget Proposal and Services Agreement](#)
2. [Approval of Contract Award to Appraisal Company of Alaska LLC for Real Property Appraisal Services](#)
Sponsors: City Council
Attachments: [Appraisal Alaska PSA 2019-09.20.D01docx](#)
3. [Discussion Item: 2020 Budget Personnel Request](#)
Attachments: [Training EMS Coordinator draft](#)
[2020 FTE Request Estimated Cost for Training Officer/EMS Coordinator](#)
[Emergency Manager Draft Job Description](#)
[2019 Approved FTE Requests](#)

VIII. RESOLUTIONS

1. [#19-47 - Amending the 2019 City Budget by Transferring \\$97,000 from the Reserve Account to General Fund/Parks and Recreation Contractual Services to Fund the Parks and Recreation Master Plan Contract](#)
Sponsors: City Council
Attachments: [Resolution 2019 Budget Parks Master Plan](#)
2. [#19-48 - Authorizing the Negotiated Sale of 2,946.51 Square Feet of Land Within Lot 25A, Fireweed Hill Subdivision, to Mary Helen Stephens](#)
Attachments: [Resolution #XX-XX Stephens negotiated landsale .docx](#)
[#19-02 Aerial Image of Lot 25A BLK 1 MCS-Stephens.pdf](#)
[#19-02 Wellhouse #1 Proximity Map.pdf](#)
[Stephens Driveway asbuilt2.pdf](#)
[2014 COV Letter to Mary Helen Stephens.pdf](#)
[Plat of Firewed SUBD 2014-14.tif](#)
[VMC 4.04.070-Negotiated Sale of City owned property.pdf](#)
3. [#19-49 - Authorizing a Lease with Haltness Equipment, LLC for Parcel 2 Tract A ASLS 79-116 \(plat 2007-7\)](#)
Attachments: [Haltness Council Resolution](#)
[Haltness Lease Application](#)
[800 Glacier Haul Road Aerial Map](#)

IX. REPORTS

1. [Procurement Report: Purchase Order with Harris Sand & Gravel, Inc. for Riprap Supply in the amount of \\$79,100.](#)

Attachments: [Harris Sand and Gravel - PO # 75476 - additional riprap](#)

2. [Procurement Report: Professional Services Agreement with RSA Engineering, Inc. VHS Generator Replacement - Design](#)

Attachments: [Executed - VHS Generator Replacement - Design - Complete Contract](#)

3. [Procurement Report: Professional Services Agreement with RSA Engineering, Inc. for HHES Generator Replacement - Design](#)

Attachments: [Executed - HHES Generator Replacement - Design - Complete Contract](#)

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

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

XI. COUNCIL BUSINESS FROM THE FLOOR

XII. EXECUTIVE SESSION

XIII. RETURN FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

XV. APPENDIX

1. [Council Calendars: October-December 2019](#)

Attachments: [Council Calendar - October 2019](#)
 [Council Calendar - November 2019](#)
 [Council Calendar - December 2019](#)

2. [August 2019 Legal Billing Summary](#)

Attachments: [August 2019 Legal Billing Summary Sheet](#)



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 19-0403, **Version:** 1

ITEM TITLE:

City Council Regular Meeting Minutes of September 17, 2019

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 regular meeting minutes of September 17, 2019 attached for Council review.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, September 17, 2019

7:00 PM

Regular Meeting

Council Chambers

City Council

REGULAR AGENDA - 7:00 PM**I. CALL TO ORDER**

Mayor O'Neil called the meeting to order at 7:00 p.m. in Valdez City Council Chambers.

II. PLEDGE OF ALLEGIANCE

City Council led in the Pledge of Allegiance to the American flag.

III. ROLL CALL

Present: 6 - Mayor Jeremy O'Neil
Council Member Ron Ruff
Council Member Christopher Moulton
Council Member Darren Reese
Council Member Dennis Fleming
Council Member Alan Sorum

Excused: 1 - Council Member Sharon Scheidt

Also Present: 4 - Assistant City Manager Roxanne Murphy
Deputy City Clerk Allie Ferko
City Attorney Jake Staser
Executive Assistant Debbie Roberts

IV. APPROVAL OF MINUTES**1. City Council Special Meeting Minutes of September 11, 2019**

The City Council special meeting minutes of September 11, 2019 were approved as presented.

V. PUBLIC BUSINESS FROM THE FLOOR

There was no public business from the floor.

VI. CONSENT AGENDA

- 1. Appointment to City Library Board (One-Year Term)**
- 2. Appointment to Economic Diversification Commission (Three-Year Term)**

MOTION: Council Member Reese moved, seconded by Council Member Moulton to approve the Consent Agenda. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Ruff, Council Member Moulton,
Council Member Reese, Council Member Fleming and Council
Member Sorum

Excused: 1 - Council Member Scheidt

VII. UNFINISHED BUSINESS

- #19-38 - Authorizing a Lease with the Valdez Community Garden for a .69 Acre Portion of Medical Park Subdivision (Postponed from September 3, 2019 Regular Meeting)**

MOTION ALREADY ON THE FLOOR. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Reese, Council Member Fleming and Council Member Sorum

Excused: 1 - Council Member Scheidt

VIII. NEW BUSINESS

- Appointment to City Library Board (Three-year Term)**

City Council selected Ms. Michele Copeland by paper ballot.

MOTION: Council Member Reese moved, seconded by Council Member Ruff to approve appointment of Michele Copeland to a three-year term on the City Library Board. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Reese, Council Member Fleming and Council Member Sorum

Excused: 1 - Council Member Scheidt

- Approval of Professional Services Agreement with Day Engineering for the Sewer Force Main Replacement Design in the Amount of \$586,300.**

MOTION: Council Member Moulton moved, seconded by Council Member Fleming to approve professional services agreement with Day Engineering for the Sewer Force main replacement design in the amount of \$586,300. The motion carried by the following vote after the following discussion occurred.

Council Member Moulton requested an overview of the items included in this professional services agreement. Mr. Nathan Duval, city capital facilities director, explained it includes preliminary feasibility, routing determination, permitting, preliminary engineering, and 35% design. Once the preliminary design is complete, permitting is in place, and routing is determined, the project team will have a better cost estimate to complete the design and construct the project.

Council Member Reese asked if this would be a standalone system or tied in with the old system. He asked if it was a standalone system, would the old system be abandoned in place. Mr. Duval explained the replacement would be a standalone

system. He stated whether the existing system would be abandoned in place or run as a redundancy back-up had yet to be determined.

Mayor O'Neil asked for the overall project cost for the sewer force main replacement. Mr. Duval stated exact costs were yet to be determined, however he estimated anywhere between twelve and twenty million dollars.

Council Member Reese asked for an estimate on construction dates. Mr. Duval stated the construction phase of the project was anticipated to occur anywhere from 2022 to 2023.

Mayor O'Neil asked for clarification on the need for this project. Mr. Duval explained the current sewer force main system runs from the animal shelter around the duck flats, down Mineral Creek Loop Road to the sewage lagoons. It was built around 1970. The piping is made out of asbestos cement pipe which has around a 50-year lifespan. This type of piping works well for the job, however in the wrong conditions can become brittle and fail. Due to the sensitivity of the ecosystem the systems runs through as well as seismic risk in the area, it is important to avoid significant failures in the system. The replacement system will be made of corrosion resistant plastic piping.

Council Member Reese asked for confirmation that a camera had been recently run down the sewer line and there were no known issues. Mr. Duval stated at this point in time there are no known significant failure points. However, based on age and location, it is time for replacement. He noted the project involves replacement of the current system and does not incorporate any extensions.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Reese, Council Member Fleming and Council Member Sorum

Excused: 1 - Council Member Scheidt

3. Approval of Woodside Housing Development Request for Proposals

MOTION: Council Member Moulton moved, seconded by Council Member Fleming to approve Woodside Housing Development request for proposals. The motion carried by the following vote after the following discussion occurred.

Ms. Murphy explained there would be a few administrative updates to the RFP prior to publication, including updating the project point of contact to Mr. Duval.

Council Member Moulton asked what types of submissions administration expects to see for this RFP. Ms. Murphy stated there may be different ideas of how to build and use the space. She explained ideally any development would include a mix of apartment type housing and single family homes. Mr. Duval added submissions usually include some type of business plan and developers need enough time to put together those documents. The closing date for the RFP will be approximately 30 days from publication.

Mayor O'Neil stated the RFP appears vague, but that may be the intent to encourage creative development solutions. Ms. Murphy confirmed this was the

intent. Mr. Duval added Ms. Martha Barberio, the city's economic development director, has several interested parties for this type of development who intend to submit project proposals regardless. He explained staff wanted to make the RFP less prescriptive and open to creative solutions.

Ms. Murphy stated the development contract would be presented to Council for final approval.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Reese, Council Member Fleming and Council Member Sorum

Excused: 1 - Council Member Scheidt

4. Discussion Item: Potential Property Purchase for Childcare Services

Council Member Reese explained the last update he received on this topic was that Stepping Stones intended to speak to the property owner about leasing the building. However now the City was being asked to purchase the building. He asked for an update on the actions taken between the last Council discussion on the daycare topic and today as clarification on the process.

Ms. Murphy explained Stepping Stones did approach the property owner about entering into a lease to use the building as a childcare facility. The owner was not interested in leasing the building, but would be open to discussing sale of the property. Ms. Murphy explained she was looking for Council direction on how to proceed and if they would be interested in the City purchasing the building. No sale price had been discussed to this point.

Council Member Reese asked if any building inspections had been done on the property. Ms. Murphy explained those types of concerns would be addressed as part of the negotiation process. If the property was determined to not be viable as a childcare facility, she would certainly bring that information back to Council.

Council Member Fleming stated he would also want to determine the cost to remodel the facility to meet state childcare licensing requirements and facility needs, to include installation of a fire protection sprinkler system.

Council Member Ruff reiterated the process appeared to have moved quickly since the last time Council discussed the topic. He asked what had been done to reach out to the other larger employers and community stakeholders to determine buy-in. Ms. Murphy stated she planned to reach out to those entities

once Council provided guidance to move forward on exploring a potential property purchase.

Council Member Sorum stated the lack of childcare program is not getting better. This type of issue is central to economic development. He explained it would be easier to gain buy-in or financial commitment from other larger employers and community stakeholders once a plan is in place. He expressed his support for use the identified property as not only a childcare facility but also a place to co-locate several family and social services.

Council Member Moulton stated he does not see any harm in exploring costs and feasibility to purchase the building. He stated, however, once the building is purchased there needs to be an RFP for a childcare service provider or providers who would lease the space.

Mayor O'Neil outlined his recent conversations with U.S. Coast Guard leaders regarding childcare concerns in Valdez. Lack of childcare will have major impact on which Coast Guard members will be assigned to Valdez, specifically impacting families with young children. Council Member Sorum added lack of childcare will also impact other families moving to or remaining in town in the future.

Ms. Kelly Brown, representative from Stepping Stones, stated her organization would be able to apply for a variance for the fire sprinkler system. Without the sprinkler system, they would only be allowed to serve 49 children.

Ms. Lori Plaster, former owner of Puffin Learning Center, expressed her support of establishing quality childcare services in Valdez. She stated she hoped the City would not be the sole investor in the building purchase. She stated exploring grants for non-profits and stakeholder investment should be highly encouraged.

Ms. Ruth E. Knight, Valdez resident, stated she hoped if the building was purchased and proved to be large enough, the Council would consider leasing space not occupied for childcare to related service providers such as public health, the WIC program, and the infant learning program. Council Member Moulton express hope that related service providers would approach City administration to express interest in the idea.

Council Member Reese stated he ideally would like to see a private investor

purchase the building to be used for childcare instead of the City. He stated he also understood that might not be possible. Ms. Murphy explained she will be sure to explore all possibilities of investment or funding to defray costs.

Ms. Olivia Foster, representative from the 0-3 With Families Alliance, provided an overview of her organization and services they are trying to align for families in the community. She provided testimony on the importance of quality, licensed childcare in Valdez. She encouraged local stakeholders to invest in supporting services for young children, stating it should be a community effort and not fall on the shoulders of just one or two organizations or agencies.

Council provided clear direction to City administration to move forward with discussions about a potential sale price for any property suitable for a childcare facility, due diligence for environmental analysis and other actions to determine if identified properties would meet the needs of a childcare facility, and determination of total costs associated with remodeling to meet licensing and other requirements. Council also directed City administration to look into licensing requirements for the facility itself and how licensing timelines might be effected by the need to remodel.

The Council also clearly articulated any building purchase would not be intended for a specific childcare provider. If a building is purchased, an RFP would then be issued for interested childcare services providers to lease the space.

IX. RESOLUTIONS

1. #19-46 - Amending the 2019 City Budget by Transferring \$104,417 from Reserve to General Fund / Community Service Organizations for the Robe Lake VFDA / Army Corps Project

Council Member Sorum declared a potential conflict of interest, as he serves on the board of directors for the VFDA. Following a short discussion, Council expressed no objection to Council Member Sorum participating and voting on the resolution, as he did not have a financial conflict of interest.

MOTION: Council Member Reese moved, seconded by Council Member Ruff to approve Resolution #19-46. The motion carried by the following vote after the following discussion occurred.

Council Member Reese asked for a brief overview of the history of this project. Ms. Lori Plaster, representative from the VFDA, explained the organization received a 2019 city community service organization grant for the project. She explained, in March 2019, VFDA requested the city delay grant disbursement until the Army Corp of Engineers conducted its evaluation of the Robe Lake rehabilitation project for potential project funding under its Section 206

Ecosystem Restoration Program. At that time, the VFDA's grant funds were moved into a reserve account.

Ms. Plaster explained VFDA received communication from the ACOE in June stating there would not be any federal funding available for the study itself. VFDA now intends to move forward with the selection of a project contractor in October with the anticipation of work to begin in 2020. Mr. Brian Carlson, city finance director, explained Resolution #19-46 simply moves the VFDA's approved CSO grant funds back into the general fund for disbursement.

Council Member Reese asked what actions were involved in the project. Ms. Plaster explained the study included measurement of flows into and out of Robe Lake and associated streams, measuring changes in the area since 1985, assessing the effectiveness of aquatic vegetation harvesting, and providing an updated scope and cost estimates for further habitat enhancement projects.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Reese, Council Member Fleming and Council Member Sorum

Excused: 1 - Council Member Scheidt

X. REPORTS

- 1. Change Order Report: Change Order No. 3 with Prosser-Dagg Construction for the VHS Concrete Replacement Project.**
- 2. Report: 2020 Budget Personnel Request Update**

Mr. Carlson explained this report was presented at the request of Council. Following the 2019 budget process, Council directed staff to provide information about new FTE requests prior to the budget work session process.

Ms. Rhea Cragun, city human resources director, explained the 2020 new FTE budget requests include a Fire Department training/EMS coordinator and increasing the .80 Fire Department administrative assistant to a full 1.0 FTE. Additionally, administration would be recommending a one-year, full-time contract for a city emergency manager.

Following a brief discussion regarding timing, Council directed staff to bring this report back as a discussion item at the next regular meeting for further discussion. Council stated no additional data on the proposed positions would be needed for the discussion item. However, they asked staff to include information about new but unfilled FTE positions created in the 2019 budget.

- 3. Monthly Treasury Report - July, 2019**

XI. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS**1. City Manager Report**

Ms. Murphy provided information about accessing a video recording of the recent community tsunami hazards presentation. She announced the RFP for the new fire station was published earlier in the day. She provided a brief update on the city manager review of the budget. She thanked the Valdez Fire and Police departments for their efforts in holding the 9/11 memorial ceremony.

Ms. Murphy thanked the Council, staff, and community as this would be her last regular meeting as interim city manager.

2. City Clerk Report

Ms. Ferko provided an overview of upcoming vacancies on city boards and commission, the 2019 community flu shot clinic, and upcoming Council meetings.

3. City Attorney Report

Mr. Staser explained Council Member Scheidt requested his firm provide a written statement of case status with preliminary facts. He stated the case status summary document would be made available to all council members.

Mr. Staser provided updates on projects and cases his firm is working on behalf of the City, including the Pacific Pile & Marine case, C-Plan adjudication, FERC DEIS, municipal code revisions, termination of the Kimley-Horn contract, Meals Hill acquisition, TAPS property tax valuation matters, the Barton case, boundary change concerns, personnel regulations revisions, support for nuisance abatement cases, and human resources concerns.

Council Member Reese asked if cumulative totals could be included in the monthly legal billing report.

4. City Mayor Report

Mayor O'Neil acknowledged the recent tragic loss of two community members in a car collision. He thanked the first responders, hospital staff, Vertical Solutions Helicopters personnel, good samaritans, and others who provided care for those involved.

He also acknowledged the recent anniversary of 9/11 and thanked those involved in holding the local memorial ceremony.

Mayor O'Neil stated this week is the first week for seven months Price William Sound communities will not have AMHS ferry service.

He thanked all the sponsors and agencies involved in the recent community health fair and outlined several programs offered during that event.

Mayor O'Neil thanked Ms. Murphy for her work as interim city manager. He confirmed the incoming city manager, Mr. Mark Detter, would arrive the week of September 30th.

XII. COUNCIL BUSINESS FROM THE FLOOR

Council echoed thanks to Ms. Murphy for her service as interim city manager. They thanked the Valdez Fire and Police Departments for their efforts holding the 9/11 memorial service. They asked everyone to stay safe, especially as temperatures begin to drop.

Council Member Sorum explained he was recently part of a school district delegation in Washington D.C. He explained in the early 1900's Congress passed a law giving 25% of U.S. Forest Service timber sales receipts to local counties for roads and schools. With timber sales declining over the past eight years, those funds have been dramatically reduced. He stated the federal Secure Rural Schools Program is especially important for communities in Prince William Sound and southeast Alaska, as those municipalities provide services to support federal land adjacent to our jurisdiction.

Council Member Fleming stated the Valdez High School volleyball team took second place in a recent tournament.

XIII. ADJOURNMENT

There being no further business, Mayor O'Neil adjourned the meeting at 8:37 p.m.



Legislation Text

File #: 19-0404, **Version:** 1

ITEM TITLE:

Renewal of Standard Marijuana Cultivation License #11234 - DKW Farms

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:

Please see attached report from Chief Hinkle

SUMMARY STATEMENT:

A local governing body may protest the approval of an applicant pursuant to AS 04.11.480 by furnishing the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of the notice.

Following notification of a new license or renewal of an existing license by the Alcohol & Marijuana Control Office, the City Clerk's office submits all license applications to the city council for approval. The Police Chief is notified of the request and is provided the opportunity to express any concerns with the issuance or re-issuance of the marijuana or liquor license.

Please see attached information provided by the AMCO office regarding this application.



August 22, 2019

City of Valdez

Attn: Sheri Pierce, City Clerk

VIA Email: spierce@valdezak.gov

License Number:	11234
License Type:	Standard Marijuana Cultivation Facility
Licensee:	DKW Farms LLC
Doing Business As:	DKW FARMS LLC
Physical Address:	4269 Richardson Hwy Valdez, AK 99686
Designated Licensee:	Dwain Dunning
Phone Number:	907-255-1463
Email Address:	cd_dunning@cvinternet.net

☒ License Renewal Application

☐ Endorsement Renewal Application

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a "conditional protest" as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to me the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

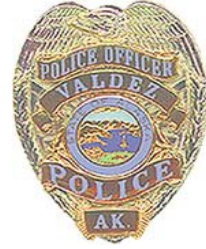
Sincerely,

Erika McConnell

Erika McConnell
Director



VALDEZ POLICE DEPARTMENT
P.O. BOX 307
VALDEZ, ALASKA 99686
907-835-4560 (PHONE)
907-834-3412 (FAX)



TO: Roxanne Murphy, Interim City Manager; Sheri Pierce, City Clerk; Valdez City Council

FROM: Bart Hinkle, Chief of Police

RE: DKW Farms LLC Commercial Marijuana Inspection

DATE: September 24, 2019

At approximately 1600 hours on September 24th, 2019, Code Enforcement Officer Plaster, Lt. Mott, Officer Beck, and I conducted an inspection of DKW Farms LLC. I have conducted previous inspections of DKW Farms LLC, both during the construction and application period as well as since the facility has been operating. Additionally, the Alcohol and Marijuana Control Office has also conducted inspections during that timeframe.

The Valdez Police Department enjoys a quality professional relationship with the operators of DKW Farms LLC. The majority of the correspondence has traditionally been through Mr. Dunning, who makes himself readily available for the required inspections and is forthcoming with information, internal processes, and questions posed to him.

Mr. William Watson, an associate of Mr. Dunning's, was present at DKW Farms LLC on 9/24/19 and escorted us during the inspection. I observed Mr. Watson follow proper procedures for visitors (identification, sign in, and issuing a visitor pass). I observed the facility to be properly secured with an active alarm system as well as a robust video surveillance system. The process outlined by Watson appeared to be within the confines of their existing license and well within the administrative codes as defined by the State.

VPD has not received any complaints regarding odor, illegal operations, or any other criminal issues regarding DKW Farms LLC's cultivation facility. Additionally, I did not observe any noticeable violations during the inspection. At this point, there is – in my opinion – no reasonable grounds to contest DKW Farms LLC renewal application.



Legislation Text

File #: 19-0405, **Version:** 1

ITEM TITLE:

Proclamation: Domestic Violence Awareness Month 2019

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve proclamation for Domestic Violence Awareness Month 2019

SUMMARY STATEMENT:

Annual proclamation designating the month of October as “Domestic Violence Awareness Month” in Valdez and calling upon all citizens, community agencies, religious organizations, medical facilities, and businesses to promote active non-violence and increase participation in efforts to prevent domestic violence.



PROCLAMATION

WHEREAS, Alaska continues to strive to overcome the high rate of domestic violence; and

WHEREAS, all people have the right to live with respect and dignity and free from fear; and

WHEREAS, the most vulnerable group of Alaskans, our children, are burdened with the longest healing and toughest obstacles to recovery; and

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to the systematic use of physical, emotional, sexual, psychological, and economic control or abuse; and

WHEREAS, the impact of domestic violence is wide ranging, directly affecting women and children and society as a whole; and

WHEREAS, all citizens should be aware of the impact of abusive words, angry confrontations, sexual harassment, physical assaults, sexual assaults, bullying behavior and we should commit to promote a safe respectful climate for all citizens.

NOW, THEREFORE, I, Jeremy O'Neil, Mayor of the City of Valdez, hereby proclaim the month of October to be "DOMESTIC VIOLENCE AWARENESS MONTH" in Valdez and call upon all citizens, community agencies, religious organizations, medical facilities, and businesses to promote active non-violence and to increase participation in our efforts to prevent domestic violence.

DATED this 1st day of October 2019.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor Pro Temp

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 19-0406, **Version:** 1

ITEM TITLE:

Appointment to the Prince William Sound Aquaculture Corporation Board of Directors (Three-Year 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 Amanda Bauer to serve a three-year term as the Valdez representative on the Prince William Sound Aquaculture Corporation Board of Directors

SUMMARY STATEMENT:

The Prince William Sound Aquaculture Corporation Board of Directors has one dedicated seat for a Valdez municipal representative.

The Valdez City Council appoints one community member to fill the Valdez seat for a three-year term.

One vacancy currently exists due to term expiration.

The City Clerk's advertised the vacancy and received one letter of interest:

- Amanda Bauer

For more information on the PWSAC Board of Directors, visit <https://pwsac.com/board-of-directors/>

September 10, 2019

TO: Mayor O'Neil and Members of the Valdez City Council

FROM: Amanda Bauer

Amanda@stephenscruises.com

907-831-0403

RE: Letter of Intent to Renew Appointment to the Prince William Sound Aquaculture Corporation (PWSAC) Board of Directors

Mayor O'Neil and Council Members,

On September 30, 2019 my term serving for the City of Valdez on the PWSAC Board of Directors will end. I would like to thank you for the current opportunity of serving on the board and express my interest in renewing my appointment for the next two-year term.

I have represented the City for nearly 10 years on the PWSAC Board and thoroughly enjoy being able to participate in the operations of what is arguably one of the top industries in the Sound. If re-appointed I will be participating in the annual fall board meeting on October 10.

Thank you for considering me as a representative,

A handwritten signature in black ink, appearing to read 'Amanda Bauer', with a stylized, flowing script.

Amanda Bauer



Legislation Text

File #: 19-0407, **Version:** 1

ITEM TITLE:

Approval To Go Into Executive Session Re:

1. C-Plan Litigation
2. Personnel Matter

SUBMITTED BY: Sheri Pierce/Jake Staser, City Attorney

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:

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

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

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



Legislation Text

File #: 19-0408, **Version:** 1

ITEM TITLE:

Approval of Professional Services Contract with GreenPlay, Inc. in the Amount of \$97,000 for Parks & Recreation Master Plan

SUBMITTED BY: Nicholas Farline, Parks, Recreation & Cultural Services Director

FISCAL NOTES:

Expenditure Required: \$97,000

Unencumbered Balance: \$441,000

Funding Source: 350.0350.55000

RECOMMENDATION:

Approve contract award to GreenPlay, Inc.

SUMMARY STATEMENT:

At the request of the Parks & Recreation Commission and with the support of City Administration, Director of PR&CS solicited three bids for the development of a Master & Strategic Plan for the Parks Maintenance and Recreation departments. These bids included development a comprehensive Master & Strategic Plan, facilitation of a master plan steering committee, completion of statistically valid survey and final presentation, etc to City Council.

The recommendation of the PR&CS Director and the Parks & Recreation Commission is to award the contract to GreenPlay, Inc.



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and GreenPlay, LLC (“Consultant”) is effective on the ____ day of _____ 20__.

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

**Project: Parks & Recreation Master and Strategic Plan
Contract No.: 1547
Cost Code: 001-6200-43400**

Consultant’s project manager under this agreement is Teresa Penbrooke.

Consultant’s project manager may not be changed without the written consent of the City.

City’s project manager is Nicholas Farline.

ARTICLE 1. Scope of Work

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

ARTICLE 3. Period of Performance

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 310 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.



ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$ 100,000	\$ 300,000
Commercial General Liability*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	\$ 100,000	\$ 300,000
Professional Liability*	\$1,000,000	\$2,000,000

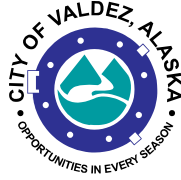
*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

ARTICLE 6. Appendices

6.1 The following appendices are attached to this agreement and incorporated herein:

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
B	Basis of Compensation
C	General Conditions

Agreement for Professional Services
Project: P&R Master & Strategic Plan
Contract No. 1547
Cost Code: 001-6200-43400



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.

GreenPlay, LLC

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Roxanne Murphy, Interim City Manager

City Manager

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

Nicholas Farline, Parks, Recreation &
Cultural Services Director

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jon S. Wakeland

Date: _____

Agreement for Professional Services
Project: P&R Master & Strategic Plan
Contract No. 1547
Cost Code: 001-6200-43400



Appendix A Scope of Work

BASIC SERVICES

Green Play LLC will provide the City of Valdez a Parks and Recreation Master Plan that includes all findings, needs assessment, public engagement results, written goals, plans, objectives, and policy statements. Green Play LLC will guide the final Parks and Recreation Master Plan through the formal adoption process, including review and recommendation by the project management team, presentations of the draft recommendations and final Parks and Recreation Plan to the staff, steering committee, public, and Council.

The scope of work is more specifically described in the attached proposal dated September 11, 2019 which is incorporated herein by reference.

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 the proposed fee and shall not exceed \$ 97,000 per the proposal attached to this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

Agreement for Professional Services
Project: P&R Master & Strategic Plan
Contract No. 1547
Cost Code: 001-6200-43400



1021 E. South Boulder Rd., Suite N
Louisville, CO 80027
www.greenplayllc.com

July 23, 2019

Nicholas Farline, Parks, Recreation, and Cultural Services Director City of Valdez
212 Chenega Avenue
Valdez, AK 99686

Sent via email to: NFarline@ValdezAK.Gov

Dear Nick:

As per our conversations, GreenPlay, LLC, is pleased to present a proposal and qualifications regarding our services to develop a Parks and Recreation Master Plan for the City of Valdez, Alaska. Founded in 1999, GreenPlay has completed over 525 parks and recreation master planning projects for agencies throughout the U.S. This plan will provide an inventory and assessment of your parks and recreation system and will serve as a guide for decision making related to parks and recreation planning, programming, and funding. In addition, we will work to integrate and align with your other planning efforts, including working with the Meals Hill Master Trail plan organization, the waterfront plan, and the civic center, tourism, and library planning efforts to align with your Master Plan.

We recognize that your Parks, Recreation, and Cultural Resources Department provides high quality parks, recreation, trails, activities, events, and recreation facilities to residents throughout the community. We know that your City is home to about 4,000 and that the Valdez-Cordova census area is home to about 40,000. We have completed similar projects for many agencies with similar demographics, as well as a variety of coastal communities. We will bring this experience to you to develop a Parks and Recreation Plan with community-specific and implementable recommendations.

Your specially selected GreenPlay Team includes:

- **GreenPlay:** Jill Krantz, MPA, Teresa Penbrooke, PhD, MAOM, CPRE, and David Peterson, PLA, Experienced Park and Recreation Planners focused on Project Management and Coordination, Funding, Inventory and Level of Service Analysis, Partnerships, and Operations.
- **Corvus Design,** Christopher Mertl, PLA, Local Landscape Architecture and Capital Costing
- **RRC Associates:** Chris Cares, Statistically-valid Survey Design and Implementation.

We are excited to have the opportunity to help you provide high quality services and facilities for your community. We look forward to the opportunity to apply the same skills to create your Parks and Recreation Master Plan with visionary recommendations. If you have any questions, please feel free to contact me at the number below, and we are eager to help you get started!

Sincerely,

Teresa Penbrooke, PhD, MAOM, CPRE, CEO and Founding Managing Member GreenPlay, LLC
(303) 870-3884 (direct) teresap@greenplayllc.com



Agency Investment – Project Budget

Budget Valdez AK P&R MP				
TASKS	GreenPlay	Corvus Design	RRC	Total
A. Strategic Kick-Off and Determination of Critical Success Factors	\$ 2,625	\$ 500		\$ 3,125
B. Community Engagement and Information Gathering	\$ 16,380	\$ 1,000		\$ 17,380
Statistically Valid Survey	\$ 1,575		\$ 14,500	\$ 16,075
C. Inventory and Level of Service Analysis	\$ 13,440	\$ 3,500		\$ 16,940
D. Action/Implementation Plan and Financial Analysis	\$ 16,170	\$ 4,500		\$ 20,670
E. Draft and Final Plans, Presentations, and Deliverables	\$ 19,805	\$ 4,000		\$ 23,805
Totals	\$ 69,995	\$ 13,500	\$ 14,500	\$ 97,995

This project will be billed as Firm-Fixed Fee, meaning that all travel, reimbursables, and deliverables are built into the per task cost.

Fee Basis

GreenPlay does not bill on an hourly basis. We have established an inclusive fee schedule that covers the salaries of our professional project staff and of support staff who enable them to function effectively and efficiently. We consider the prevailing rates in our industry and the level of specialized expertise that we provide.

For projects which require more than 100 hours of work, GreenPlay proposes using a **Firm-Fixed Price** model for compensation. This means that the contract is based on a projected number of hours, but the compensation is actually based on the completion of pre-determined contracted tasks identified in the Scope of Work and within a pre-specified timeline.

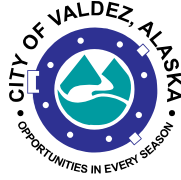
This typically works well for the client, ensuring that all work is accomplished regardless of the time required to complete each task. In the event that the contracted **Scope of Work** is changed by the client during the project, GreenPlay can adjust total contract fees accordingly based on our regular hourly rates. This project is proposed as a Firm-Fixed Fee project; therefore, individual hourly rates and projected number of hours are not applicable.

Our rates include:

- All deliverables as outlined in the Scope of Work.
- Professional staff, sub-consultant, and administrative salaries.
- All office overhead, equipment, utilities, and consulting insurances.
- Taxes, employee benefits, and Worker's Compensation.
- Administrative support staff and supplies, and local travel.
- Work Products and meetings as outlined in the Scope of Work.
- All travel costs are built into the firm-fixed fee.

Rates do not include:

- Materials and services outside of the pre-specified Scope of Work (may include extra meetings, requested copies and printing of work products).
- Geotechnical services and reports.
- Topographic and boundary surveys (site surveys).
- Site Testing.
- Project related legal and safety consultant services.
- Permits and fees borne by the agency.
- Detailed schematic and construction documents.



Additional Services: If Requested

GreenPlay's rate for additional services is based on an average of \$150 per hour if not proposed as "firm-fixed fee." For sub-consultants, hourly rates range from \$60 to \$150 per hour, depending on the task. As this project is based on a firm-fixed fee, our consultants will dedicate the necessary time to complete the project. Our sub-consultant team members set their hourly rates according to their individual firm fee schedules. While the hourly rates may sound high, when considering the costs for implementing additional experienced and professional full-time staff, benefits, insurances, office space, computers and equipment, support staff, utilities, etc., we find that this rate is usually comparable to or lower than what an agency would spend for in-house staff. An additional benefit is that when the project is finished, the expense ends. GreenPlay typically submits an invoice for payment to the project manager/primary contact person on a monthly basis. Each invoice includes a brief description of the services provided and percentage of Scope completed to date. Invoices past due over 60 days will accrue 1.5% interest per month. Other structures for compensation and payment can be negotiable prior to contract award.

Project Delay Fee

GreenPlay will work with your project team to jointly lay out an achievable schedule during contracting and detailed during the SKO. There is a cost to GreenPlay if the project is delayed beyond the accepted contracted schedule end date, so we will work diligently with you to achieve it. We expect prompt responses and to keep milestones for approval points. If the project is delayed due to City requests or non-response, we may request additional fees to do so. Typically, this fee is around 10% of remaining budget for each month of client caused delays. We are happy to help keep this project on schedule, and value open and transparent conversations about how to best do so throughout the project.



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.

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 employed 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:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified 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.

V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance that 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.

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 nonconformance with 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 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.

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.

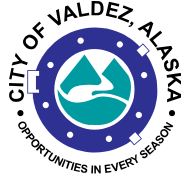
The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which subcontract amount exceeds \$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.

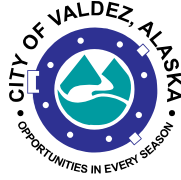
In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days 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, 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 that 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 that 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, within 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.

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 that 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 payment of such taxes 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.

July 23, 2019

Nicholas Farline, Parks, Recreation, and Cultural Services Director
City of Valdez
212 Chenega Avenue
Valdez, AK 99686

Sent via email to: NFarline@ValdezAK.Gov

Dear Nick:

As per our conversations, GreenPlay, LLC, is pleased to present a proposal and qualifications regarding our services to develop a Parks and Recreation Master Plan for the City of Valdez, Alaska. Founded in 1999, GreenPlay has completed over 525 parks and recreation master planning projects for agencies throughout the U.S. This plan will provide an inventory and assessment of your parks and recreation system and will serve as a guide for decision making related to parks and recreation planning, programming, and funding. In addition, we will work to integrate and align with your other planning efforts, including working with the Meals Hill Master Trail plan organization, the waterfront plan, and the civic center, tourism, and library planning efforts to align with your Master Plan.

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Your specially selected GreenPlay Team includes:

- **GreenPlay:** Jill Krantz, MPA, Teresa Penbrooke, PhD, MAOM, CPRE, and David Peterson, PLA, Experienced Park and Recreation Planners focused on Project Management and Coordination, Funding, Inventory and Level of Service Analysis, Partnerships, and Operations.
- **Corvus Design,** Christopher Mertl, PLA, Local Landscape Architecture and Capital Costing
- **RRC Associates:** Chris Cares, Statistically-valid Survey Design and Implementation.

We are excited to have the opportunity to help you provide high quality services and facilities for your community. We look forward to the opportunity to apply the same skills to create your Parks and Recreation Master Plan with visionary recommendations. If you have any questions, please feel free to contact me at the number below, and we are eager to help you get started!

Sincerely,



Teresa Penbrooke, PhD, MAOM, CPRE, CEO and Founding Managing Member
GreenPlay, LLC
(303) 870-3884 (direct)
teresap@greenplayllc.com

Proposed Scope of Services – Valdez, AK Parks and Recreation Master Plan

A. Strategic Kick-Off and Determination of Critical Success Factors

Project Coordination

Within ten (10) days of contracting, we will meet with the City’s project team at a Strategic Kick-Off meeting. At this meeting, we will identify “**Critical Success Factors**,” key issues, and unique issues and goals, which will be incorporated into the plan. The final schedule for the project will also be determined at this meeting. We will supply written Monthly Progress Reports that cover recent progress, any outstanding issues or information needed, upcoming meetings and agendas, and next steps. We have found this to be an effective communication tool, adding a level of efficiency and alignment of expectations to our projects. We will always be available for phone or email communication.

- Progress meetings with the City’s Project Team will be held as often as necessary, but in no case less than twice per month until the final plan is approved by the City Council.
- We will supply the City’s Project Manager with at least one (1) copy of all completed or partially completed reports, studies, forecasts, maps, or plans deemed necessary by the Project Manager at least five (5) working days before each progress meeting. The Project Manager will schedule the meetings, as necessary, at key times during the development of the Parks and Recreation Master Plan.
- We will provide up-to-date information for posting on the City’s website and/or an independent project website for review of progress by stakeholders and the public.
- Our team will present the completed Preliminary and Final Plan to the City Council.

Information Gathering and Community Engagement

We will collect as much information as possible on awareness, use patterns, satisfaction, desires, barriers, vision, priorities, funding possibilities, and willingness to pay, so as to inform the development of the Needs Assessment. At the start of the project, we’ll provide an Engagement Protocol Planning Template to help us help you get the right people involved at the right stages. We understand that this project may benefit from formation of a Steering Committee, so we can talk about how that can be formed and they can best be included in the different stages of the planning process and review.

The planning process will consolidate relevant information from relevant planning documents, and from budgets, work plans, and funding plans utilized by the City to facilitate the comprehensive coordination of direction and recommendations for the Parks and Recreation Plan.

B. Community and Stakeholder Engagement

We understand that this plan has to honor, involve, and celebrate the long term residents of Valdez, while also looking forward to new needs and potential economic opportunities for the future. We will work with the City’s project team to develop an outreach plan that will help increase awareness and encourage the public’s ability to participate in its development. The participation process utilized will be customized to Valdez’s unique situation, emphasizing data collection methods that are efficient, effective, and that incorporate your available resources to the greatest extent possible.

Individual users and non-users, user groups, special interest organizations, associations, and other stakeholders will be given ample opportunity to participate in the development of this Parks and

Recreation Master Plan. Our team will explore knowledge of local issues and concerns that will result in useful and pertinent community feedback.

GreenPlay staff members are skilled facilitators, and we draw from a variety of methodologies that are designed to encourage and structure feedback for clearly identified and measurable outcomes. A suggested approach is provided; however, the actual methodology will be detailed and determined during Strategic Kick-Off.



Based on previous successes, the following community engagement strategy approach is proposed to assure residents, user groups, advisory committees, community associations, neighboring communities, and other stakeholders that they are provided an opportunity to participate in this plan:

- **Initial Information Gathering:** Virtual meetings and collection of as much information as possible on awareness, use patterns, satisfaction, desires, barriers, vision, priorities, funding possibilities, and willingness to pay, so as to inform the development of the Parks and Recreation Master Plan.
- **Focus Group Meetings:** We will conduct a minimum of four (4) focus groups drawing from user individuals and groups, Parks and Recreation Department employees, City Council members, members of representative City committees, School Board representatives, community associations, other service providers (public, private and non-profit, etc.), and primary stakeholders such as the Meals Hill Master Trail plan organization, youth, seniors, other recreation providers, citizens with disabilities, and other stakeholders, as mutually determined.

Leveraging Impact from the Master Plan through Communications

Leveraging support and participation for the Master Plan means that we must communicate the importance of the process to your residents in a variety of methods. It starts with properly and appropriately marketing the value of the Master Plan process to residents, and then communicating how the community can and should play a crucial role in creating a vision for the future. To ensure successful public meeting outreach, we will collaborate with the City's marketing lead to devise a communications strategy that makes sense for your particular project. GreenPlay can assist with suggested content for in-house staff activation, or for an additional fee, we can assign experienced staff to host, create, and disseminate content to promote engagement for your agency throughout the project.

Our team will prepare at least one online public inquiry to engage participants on the City's most successful social media platform. If a higher level of engagement is desired, the team will prepare and provide a predetermined number of released content for distribution on popular social media accounts. The content will promote the Master Plan process and showcase the key findings, which will be shared on the City's account once approved. Our extensive list of creative engagement strategies, combined with online marketing tactics, will equip agencies with a tool belt of resources to ensure that attendance reaches as many people as desired.

EXAMPLES OF POTENTIAL ENGAGEMENT STRATEGIES

Website and Social Media Strategies

- Do you have funding to enhance the strategies and web presence?
- How much control of website and social media (permissions) do you have?
- Would you like to add a project page on website or a separate site?
- Release a schedule of important dates
- Create a feed of photos, tweets, etc.
- Do you want to add popup/banners?
- Sharing links to pages on all flyers, social outlets
- Enhanced email strategies for social media

Examples of Postings for Facebook, Twitter, and Instagram

- Creating events, celebrations, and milestones
- Hosting live Q&A discussions
- Scheduling live videos, photos, polls, stories, etc.

- At least three (3) **community-wide public meetings** to provide information and to validate and round out the qualitative information received from the focus groups.
- **Stakeholder Interviews:** During onsite visits and as appropriate, we will meet with and/or have phone conversations with those who can contribute specific information that may need to be conveyed in a more detailed manner (might include representatives from neighboring communities, sister agencies, other City departments, Committee members, etc.).
- **Statistically-Valid Survey** – see full description. This tool is the most effective mechanism for reaching current NON-USERS.
- **Findings Presentation:** We will compile and present a summary of findings and initial analysis for validation by staff, the Steering Committee, decision makers, and the public.
- **Final Plan Presentation:** We will present the final plan to the City Council.

Participant feedback has indicated that our techniques and formats are well received, and provide the opportunity to better understand the planning process and make a meaningful contribution, resulting in the feeling that attending an input session was a good use of someone's valuable time. We are well aware of the misuse of public process that results in frustration over having to attend too many sessions or not feeling like the time was well spent, or that a person or group of people monopolized the meeting time. Our sessions are designed to avoid these common pitfalls.

Statistically-Valid Survey

As part of the quantitative needs assessment portion of the plan, our team will conduct a randomly distributed survey using proven survey methods. This type of survey is the most effective method available to get the opinions of the NON-USERS, as well as users of parks and recreation facilities and programs in Valdez.

We will work with RRC Associates (RRC) to create a carefully designed community survey to be distributed to a sample of residents. Following the initial invitation to complete the survey that is provided to a sampling of residents by mail, we would offer the opportunity to go to an "open link survey" where the larger community would be encouraged to respond. RRC typically tabulates the results from these two groups separately (the "invitation" and "open link" versions), but if they are similar in response patterns, they can then be combined for interpretation purposes. We expect enough responses to permit recreation use patterns, and community priorities to be measured in a quantitative manner. To help improve response rates, we also anticipate that the City would assist with marketing and creating public awareness of the survey through local channels such as local newspapers, radio, cable TV, web sites, and other available media.

GreenPlay will work with RRC and your project team to draft questions regarding awareness, needs, satisfaction, participation, desires, priorities, willingness to pay, accessibility, barriers to participation, and/or other issues determined by the project team. We encourage the City to consider offering some sort of participant incentive to respondents such as a prize drawing for passes to City-owned and operated facilities, gift cards to a local grocery store or other local businesses, etc.

We have substantial experience in designing surveys specifically for parks and recreation issues that are effective and representative of the users and non-users. The survey will be carefully constructed to be easily understood using proven questions and terminology appropriate to your community, and the results will be tallied, summarized, charted, and graphed. All responses to open-ended comments will also be included in the final report.

C. Inventory and Level of Service Analysis

As part of the Parks and Recreation Master Plan, all available base GIS materials will be utilized to compile a comprehensive, updated assessment of city-owned and operated parks and recreation facilities, lands, and trails. We will supplement the inventory with research, mapping, and personal inspection and conditions of key parks, as needed.

Level of Service Analysis



To quantify current level of service (LOS) and make recommendations to ensure that uses/spaces meet current and future needs of the local community, our analysis will consider the capacity of each amenity as well as functionality, accessibility, condition, comfort and convenience. We will also identify alternative providers of parks and recreation services and recommendations for minimizing duplication and enhancing possibilities for partnerships where appropriate. We will work directly with City staff, using available inventory as a starting point. We will then create GIS maps of the data to prepare for analysis. Key issues regarding any of the assets from both staff and stakeholder perspectives will be noted.

This information will go into a GIS-based GRASP® dataset for the City of Valdez of which you will receive a copy when complete, and which can be used with your own GIS system for a wide variety of ongoing tasks. We will use the data to provide you with a series of metrics that show the current level-of-service (LOS) provided by your park system from a variety of perspectives, and identifies gaps in service.

We will use our standard GRASP® tool to collect and classify park components. Using this predetermined list allows us to compare Valdez to other agencies who have completed the GRASP® system. This method allows for a very efficient and budget minded inventory process. We are happy to share a complete list of GRASP® components in advance if requested. By combining these metrics with demographics information and findings from the survey, public engagement, and other tasks, we will tailor our deliverables to target issues, needs, and community goals specific to the City of Valdez.

From the results of the inventory and LOS Analysis, GreenPlay team members will work with the City to:

- Evaluate community access to parks, trails, recreation facilities, and services, which will guide recommendations.
- Establish local planning guidelines and standards for adequate access to parks, trails, and the waterfront.
- Identify and discuss current and anticipated access issues including barriers to participation by residents and visitors.
- Make specific recommendations addressing access solutions and future needs including parkland acquisition and development.
- Identify redevelopment opportunities within the existing community for potential new parks and/or facilities.

Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis

To develop a short term and long-term strategy for the future planning of the City's parks and recreation service provisions, we will conduct a SWOT Analysis of current facilities and services. A SWOT Analysis is an effective and realistic way of identifying the market strengths and internal and external weaknesses, and for examining the opportunities and threats faced by the organization in the provision of parks, recreation, and trails services. This process will help to identify any deficiencies in the provision of services and programs.

Programs and Services Gaps Analysis

We will collect and analyze information on participation, needs, desires, operations, and management strategies for programming and service offerings, and make recommendations. We will identify areas of service shortfalls and projected impact of future trends. Using the results of the statistically-valid survey, focus groups, stakeholder meetings, needs assessment, current level of service, alternative providers in the market, and current capacity, GreenPlay will identify and prioritize the unmet programming needs in the community. The gaps in programs and services can be identified using the nexus of unmet need and high importance.

Facilities, Lands, and Asset Gaps Analysis

Based on the inventory and site analysis, we will use our expertise to make capital improvement recommendations, including potential phasing, acquisition, renovations, and conceptual costing. We will identify noted areas of service shortfalls and projected impact of future trends. Aligning with the results of the focus groups, stakeholder meetings, needs assessment, current capacity, and future growth, our GreenPlay team will help identify and prioritize unmet facility and asset needs in the community.

Demographics and Trends Analysis

GreenPlay will conduct a demographic analysis and market profile of the City utilizing all information available from previous planning efforts in addition to the U.S. Census Bureau, Esri, and other national and local sources. We will portray relevant demographic information in easy to read charts and figures with analysis of important topics that will impact parks and recreation service delivery. In addition to informing our recommendations, we utilize the demographics to customize our approach to your community.

Trends analysis helps evaluate demographic shifts and their impact on future parks and recreation. This analysis helps identify regional interest and participation levels for a variety of activities; how services are provided through both administrative and planning trends; and how parks and recreation, amenities, programs, and events compare to national and regional trends.

D. Action and Implementation Plan and Financial Analysis

Action/Implementation Plan and Funding Source Table

We will work with the project team to rank and prioritize recommendations, balancing needs and cost/benefit analyses, capacity of the City, and budgetary realities. The product of this task will be a set of recommendations with strategies, priorities, and identification of budget support funding mechanisms phased into immediate, near-term, and long-term timeframes addressing needs regarding land acquisition, along with the development of parks and recreation programs and facilities. We will identify, inventory, and rank unique natural resources for potential park system acquisition and/or parks development. An Action Plan including costs, potential funding mechanisms, timing, and responsible party will be developed for Valdez Parks and Recreation.

Present and Projected Fiscal Resources

GreenPlay will conduct an overview analysis of past budgets and existing funding to meet current needs and projected funding to meet future needs. In addition, we will analyze other sources of funds such as grants from various sources in Tennessee, levies and bond issues, and strategies for land acquisition including easements. We will look for gaps in the current management and funding system, and look for potential areas of improvement.

Cost Recovery and Resource Allocation

GreenPlay is a national leader in teaching and developing innovative approaches to handling the often contentious financial issues of “how much taxpayer subsidy is enough?” or “where should the resources go?” GreenPlay has established and improved the “**Pyramid**” methodology for helping agencies create an overall philosophy and approach for resource allocation, program pricing, and cost recovery evaluation. We currently train agencies and universities in the implementation and use of this straightforward but innovative methodology, which is invaluable for making tough resource allocation decisions, and creating pricing and cost recovery strategies. We also teach this methodology at conferences.

This methodology will be helpful for evaluating the financial sustainability of the City from both operational and capital funding aspects. As part of your project, we will use the concepts for identification of gaps and/or areas of non-consensus, along with introducing the concepts for this framework for decision making.

Alternative Funding and Partnerships

GreenPlay has extensive experience evaluating options for alternative funding, which typically includes grants, donor programs, sponsorships, and/or partnerships. Our project team will identify key partners in the area through the planning process and can provide management recommendations to enhance this potential funding area. This task does not include procurement of alternative funding, but this can be addressed separately if desired.

Findings and Visioning Strategies Development Workshop

GreenPlay team consultants will compile initial findings from the public involvement, standards, inventory, and needs assessments and will prepare a summary of Findings for staff, decision makers, stakeholders, and the public to validate the accuracy of the findings. During this stage, we will confirm that all information identified and collected thus far is correct, and we will ask all stakeholders to share any additional issues or opportunities for consideration as we prepare to move forward into analysis and recommendations.

Following review of the Findings, we will facilitate a **Visioning Strategies Workshop** that will include an analysis of all findings, including operational feasibility, political or historical constraints, and any other potential challenges. We will also identify opportunities for implementation steps, work plans, and funding implications. This Workshop will help provide an articulated guiding vision for future acquisition, development, and maintenance of recreation facilities, with goals, desired outcomes, and standards identified to direct policy and acquisition for existing and proposed facilities.

Capital Improvement Plan

It is important to have a well-designed, feasible, and justified updated Capital Improvement Plan (CIP). We will prioritize recommendations for needs regarding land acquisition, and the development of parks and recreation facilities for the next 10 years. We will then develop a set of prioritized recommendations for maintenance and renovation of all parks and recreation facilities with recommendations and probable costs for short-term, mid-term, and long-term.

Key Issues Analysis Matrix

During the Findings Phase of each project, GreenPlay Project Managers compile a Key Issues Analysis Matrix that helps identify focus areas from the various tools and methodologies used to collect information. This matrix will help Valdez Parks and Recreation determine progress on goals set forth in the plan, and will serve as a basis for plan updates in the future.

E. Draft and Final Plans, Presentations, and Deliverables

The Draft Parks and Recreation Master Plan will include all findings, needs assessment, public engagement results, written goals, plans, objectives, and policy statements that align with the established vision for the City's future. These will be submitted for preliminary review, and all comments will be incorporated into your Final Plan. After the review, we will assist in guiding the Plan through the formal adoption process, including review and recommendation by the project management team, presentations of the draft recommendations and final Parks and Recreation Master Plan to the Staff, Steering Committee, Public, and Council for adoption of the final plan.

Deliverables will include all aspects outlined in the preceding tasks, summarized as:

- One (1) printed and one (1) electronic copy of the Draft Plan shall be provided for distribution and review.
- Appropriate written materials and graphics (maps, slides, power point presentations, etc.) shall be provided for public presentations.
- One (1) printed copy and one electronic (1) copy of the Final Plan.
- All deliverables will be submitted in a format compatible with the City's software.

Timeline

We know that you would like this plan to be completed by Spring 2020. In order to meet this tight turnaround, we request that Parks and Recreation officials be very timely and responsive on turnaround and review of key meetings and documents. We'll work with you during the SKO to create a detailed timeline that works the City of Valdez, taking into consideration potential weather and other scheduling impacts.

GreenPlay has never completed a project late due to internal workload issues.

Agency Investment – Project Budget

Budget Valdez AK P&R MP				
TASKS	GreenPlay	Corvus Design	RRC	Total
A. Strategic Kick-Off and Determination of Critical Success Factors	\$ 2,625	\$ 500		\$ 3,125
B. Community Engagement and Information Gathering	\$ 16,380	\$ 1,000		\$ 17,380
Statistically Valid Survey	\$ 1,575		\$ 14,500	\$ 16,075
C. Inventory and Level of Service Analysis	\$ 13,440	\$ 3,500		\$ 16,940
D. Action/Implementation Plan and Financial Analysis	\$ 16,170	\$ 4,500		\$ 20,670
E. Draft and Final Plans, Presentations, and Deliverables	\$ 19,805	\$ 4,000		\$ 23,805
Totals	\$ 69,995	\$ 13,500	\$ 14,500	\$ 97,995

This project will be billed as Firm-Fixed Fee, meaning that all travel, reimbursables, and deliverables are built into the per task cost.

Fee Basis

GreenPlay does not bill on an hourly basis. We have established an inclusive fee schedule that covers the salaries of our professional project staff and of support staff who enable them to function effectively and efficiently. We consider the prevailing rates in our industry and the level of specialized expertise that we provide.

For projects which require more than 100 hours of work, GreenPlay proposes using a **Firm-Fixed Price** model for compensation. This means that the contract is based on a projected number of hours, but the compensation is actually based on the completion of pre-determined contracted tasks identified in the Scope of Work and within a pre-specified timeline.

This typically works well for the client, ensuring that all work is accomplished regardless of the time required to complete each task. In the event that the contracted **Scope of Work** is changed by the client during the project, GreenPlay can adjust total contract fees accordingly based on our regular hourly rates. This project is proposed as a Firm-Fixed Fee project; therefore, individual hourly rates and projected number of hours are not applicable.

Our rates include:

- All deliverables as outlined in the Scope of Work.
- Professional staff, sub-consultant, and administrative salaries.
- All office overhead, equipment, utilities, and consulting insurances.
- Taxes, employee benefits, and Worker's Compensation.
- Administrative support staff and supplies, and local travel.
- Work Products and meetings as outlined in the Scope of Work.
- All travel costs are built into the firm-fixed fee.

Rates do not include:

- Materials and services outside of the pre-specified Scope of Work (may include extra meetings, requested copies and printing of work products).
- Geotechnical services and reports.
- Topographic and boundary surveys (site surveys).
- Site Testing.
- Project related legal and safety consultant services.
- Permits and fees borne by the agency.
- Detailed schematic and construction documents.

Additional Services: If Requested

GreenPlay's rate for additional services is based on an average of \$150 per hour if not proposed as "firm-fixed fee." For sub-consultants, hourly rates range from \$60 to \$150 per hour, depending on the task. As this project is based on a firm-fixed fee, our consultants will dedicate the necessary time to complete the project. Our sub-consultant team members set their hourly rates according to their individual firm fee schedules. While the hourly rates may sound high, when considering the costs for implementing additional experienced and professional full-time staff, benefits, insurances, office space, computers and equipment, support staff, utilities, etc., we find that this rate is usually comparable to or lower than what an agency would spend for in-house staff. An additional benefit is that when the project is finished, the expense ends. GreenPlay typically submits an invoice for payment to the project manager/primary contact person on a monthly basis. Each invoice includes a brief description of the services provided and percentage of Scope completed to date. Invoices past due over 60 days will accrue 1.5% interest per month. Other structures for compensation and payment can be negotiable prior to contract award.

Project Delay Fee

GreenPlay will work with your project team to jointly lay out an achievable schedule during contracting and detailed during the SKO. There is a cost to GreenPlay if the project is delayed beyond the accepted contracted schedule end date, so we will work diligently with you to achieve it. We expect prompt responses and to keep milestones for approval points. If the project is delayed due to City requests or non-response, we may request additional fees to do so. Typically, this fee is around 10% of remaining budget for each month of client caused delays. We are happy to help keep this project on schedule, and value open and transparent conversations about how to best do so throughout the project.



Legislation Text

File #: 19-0409, **Version:** 1

ITEM TITLE:

Approval of Contract with Appraisal Company of Alaska LLC for real property appraisal services.

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: \$60,000 annually; \$180,000 over three years

Unencumbered Balance: \$70,000 (pending adoption of 2020 budget)

Funding Source: Finance Department / Contractual Services; 001.5200.43400

RECOMMENDATION:

approve

SUMMARY STATEMENT:

- The attached contract reflects a three-year engagement with Appraisal Company of Alaska, LLC, for real property assessment (excluding properties assessed by the State of Alaska pursuant to AS 43.56)
- This contract is the result of a published RFP which concluded in early September. Appraisal Company of Alaska was the only respondent.
- The contract reflects annual NTE costs of \$60,000, and contains the option for two one-year extensions. This fee is \$2,000 lower per year than the City's previous contract with this contractor.
- There are two scopes of work that do not fall under this contract, which staff will pursue separately with this contractor:
 - Replacement cost analysis of all city-owned properties (estimated \$7,500 in 2020)
 - Implementation of mass appraisal records system, digitizing all data for the entire tax roll (estimated \$34,000 in 2020, plus software licensing/support fees)
- Legal team has drafted and reviewed this contract, and it is approved as to form.



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and APPRAISAL COMPANY OF ALASKA, LLC. (“Consultant”) is effective on the _____ day of September, 2019.

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

Project: Professional Assessment and Appraisal Services

Project No:

Contract No.:

Cost Code:

Consultant’s project manager under this agreement is Michael Renfro.

Consultant’s project manager may not be changed without the written consent of the City.

City’s project manager is Brian Carlson.

ARTICLE 1. Scope of Work

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

ARTICLE 3. Period of Performance

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement by October 6, 2024.



ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$2,000,000	\$4,000,000
Commercial General Liability*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	\$1,000,000	\$2,000,000

*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

ARTICLE 6. City Provided Services

6.1 The City Finance Department shall supply the assessor with the existing tax roll (includes legal descriptions, maps, plats, ownership records, addresses, etc.), access to existing assessment cards (to be maintained by the City), and a conference room and phone while working on the City contract.

6.2 It is the responsibility of the City Finance Department to mail assessment notices and tax bills to property owners, and prepare newspaper notices as required by the City Code. It will be the responsibility of the City Clerk's office and the City Administration to ensure that those appealing assessments to the Board of Equalization do so using the appropriate forms; and to validate properly filed appeals.

ARTICLE 7. Appendices

7.1 The following appendices are attached to this agreement and incorporated herein:

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
B	Basis of Compensation
C	General Conditions

Agreement for Professional Services
Project: Assessment and Appraisal Services
Project No.:
Contract No.:
Cost Code:



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 shown below.

**APPRAISAL COMPANY OF ALASKA,
LLC**

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Jeremy, O'Neil, Mayor

Date: _____

Mark Detter, City Manager

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

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

Jon S. Wakeland

Date: _____

Agreement for Professional Services
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Project No.:
Contract No.:
Cost Code:



Appendix A

Scope of Work

BASIC SERVICES

Establish the full and true value of all taxable real property located within the City to be assessed in the name of the person by whom it is owned on the first day of January of the tax year, according to Alaska Statutes 29.45.110 and Chapter 3.12 of the Valdez Municipal Code. This includes the real property of senior citizens and disabled veterans exempt under AS 29.45.030(e), fire suppression systems exempt under AS 29.45.030(L), and community purpose property exempt under AS 29.45.050(A).

The Consultant shall assess on an annual basis all non-State assessed real property within the municipal boundaries of the City of Valdez. Within the first twelve-month period of the contract, the Assessor shall inspect all properties noted above. Thereafter, at least one third of all real property shall be re-inspected per year.

The Consultant shall perform an annual on-site exterior visit to each parcel to update any and all new improvements to the property on the property tax card, along with taking a new photograph of the parcel.

The Consultant shall provide assessments on a new or updated assessment card along with a photograph for any new construction during the assessment year and re-inspect any partially completed properties from prior years' building permits.

The Consultant shall appraise the possessory or leasehold interest in properties and any exempt entity leases to others and update the list on an annual basis.

The Consultant shall annually review all building permits from the previous calendar year to determine any improvements authorized by permit through the City.

The Consultant shall annually review all subdivisions as defined by VMC 7.04.1390 in addition to all other changes to parcels.

The Consultant shall annually review and add to the assessment roll all land transferring from the City of Valdez, the State of Alaska, or other political subdivision to a private entity.

The Consultant shall communicate openly and in a timely fashion with the proper City personnel and the public in the handling of all appeals to ensure the Board of Equalization has all available information to render its decisions. Failure to respond to deadlines for information requests shall be cause for termination of the contract. The Consultant is expected to present a positive and professional image in both dress and conduct while interfacing with City staff and the public, especially during the appeals process. All Consultant personnel shall carry City of Valdez photo

Agreement for Professional Services
Project: Assessment and Appraisal Services
Project No.:
Contract No.:
Cost Code:



identification and an authorization letter from the City to assure the public of their identity and purpose of gaining access to private property. The City shall provide these documents for Consultant personnel.

The Consultant shall allow sufficient time to properly hear an appellant's appeal with an on-site personal interview and to communicate with all due respect to the appellant in layman's terms. The Consultant shall meet with the appellant at least one week prior to the Board of Equalization meeting. The Consultant shall report results of all resolved appeals to the City no later than 5:00pm seven days prior to the meeting of the Board of Equalization.

The Consultant shall justify appraisals and represent the City at all meetings of the Board of Equalization.

The Consultant shall conduct a sales ratio analysis (ratio between assessed values and sales prices) to ensure that current appraisals are within 10% of the legal level, which is between 90% and 110%.

The Consultant will not be responsible for assessing oil and gas properties subject to State assessment under AS 43.56. However, Consultant must be able to demonstrate a good understanding of the State of Alaska's appraisal procedures and techniques of oil and gas property in order to assist the City in reviewing potential appeals of the State assessments. Professional assistance rendered in appeal work will be considered outside the basic contract. Consultant will negotiate a fee for assistance with any oil and gas property appeals.

The Consultant will be responsible for the State sales ratio calculation, and any related items on the State's Annual Report on Assessment and Taxation on behalf of the City.

The Consultant is to keep the City informed of sales ratio analyses or other information which may cause Consultant to make changes to local assessments that would raise or lower assessments greater than 5% in any one year.

The Consultant is encouraged to interface with the business community and media to provide greater clarity of the Consultant's role in the property taxation process and communicate assessment scheduling.

The Consultant must be accessible to the City staff throughout the tax year to assist with correcting problems that may arise out of the assessment work.

The Consultant shall acquaint themselves with Chapter 3.12 of the Valdez Municipal Code, which deals with taxation procedures. The Code section will be made part of this contract.

The Consultant shall keep the City informed of its decision on all appeals that are settled prior to the Board of Equalization.

Agreement for Professional Services
Project: Assessment and Appraisal Services
Project No.:
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The scope of work is further described in the attached proposal dated August 27, 2019, which is incorporated herein by reference.

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 the proposed fee and shall not exceed \$60,000 per year pursuant to the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).



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.

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 employed 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:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified 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

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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.

V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance that 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.

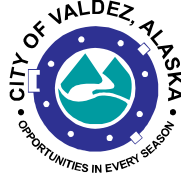
All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on "time and expenses" basis which invoiced amounts shall not exceed the actual charges to the invoice date.

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.

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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.

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.

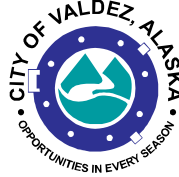
VIII. Inspections:

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

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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 nonconformance with 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 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

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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.

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 in which subcontract amount exceeds \$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

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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, 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 that 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 that 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, within 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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- 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.

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 that 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 payment of such taxes 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.



Legislation Text

File #: 19-0410, **Version:** 1

ITEM TITLE:

Discussion Item: 2020 Budget Personnel Request Update

SUBMITTED BY: Rhea Cragun, Human Resource Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Discussion Item

SUMMARY STATEMENT:

For the 2020 budget there are three personnel requests:

1. Training Officer/EMS Coordinator, Reporting to the Fire Department

This is a full time (1.00 FTE) non FLSA exempt position; Salary Range 18; reporting directly to the Fire Chief.

Estimated overall cost: \$221,025

Summary of anticipated duties (See attached draft Job Description):

Will oversee and direct the department's training and EMS programs. Acts as department safety officer and infectious control officer. Analyzes, plans, designs, implements and administers Emergency Medical Services (EMS) programs as well as other department-wide and community oriented programs, including Advanced Life Support (ALS), Basic Life Support (BLS), Continuous Quality Improvement (CQI).

Justification:

- The ability to deliver standardized and effective training across all shifts and to all the volunteer members.
- Ability to achieve a higher level of Emergency Medical Services (EMS) care as well as

management of the overall program.

- In 2019, the State of Alaska Department of Health and Social Services adopted new regulations relating to EMS certification levels, which includes:
 - New training requirements,
 - Standing orders for the delivery of EMS,
 - Expanded scope of medical practices,
 - Requirements for Medical Directors,
- These new regulations are being implemented over the next four years; begin in September of 2019.
- It is critical that we have a qualified person involved throughout this process that can oversee the changes, while establishing new standing orders and expanded scope ensuring our compliance at every level
- Ongoing EMS training will ensure:
 - Meet the requirements for applicable Federal Grants
 - Maintain State EMS Certification
 - Standardized performance to reduce risk of injury or other harm during an event.
- Redistributes Training Officer and the EMS Coordinator duties and responsibilities to a single point of contact rather than dispersed among the Captains and Chief thus improving constancy of training and performance.

2. Emergency Manager, Administration recommends a one-year full-time contract for this position, which will help with informing any future determinations about the position.

Estimated cost: \$200,000

Summary of anticipated duties (See attached draft Job Description):

The Emergency Manager will direct emergency preparedness activities, ensure procedures and policies are current, and make evacuation decisions during an emergency in the absence of the facility manager.

Justification:

- This position will oversee the creation, implementation, and training of the City's continuity plan.

- Will direct emergency preparedness activities, ensure procedures and policies are current.
- Reviews and analyzes existing emergency preparedness and evacuation plans; makes recommendations for modifications to improve safety, efficiency, and effectiveness the plans.
- Identifies various potential hazards and risks that may arise in the event of an emergency; develops plans to mitigate or manage those risks.
- Plans, coordinates, and facilitates safety and evacuation meetings and drills as required.

3. Increase .80 FTE to 1.0 FTE: FD Administrative Assistant.

Estimated overall cost: \$15,315

\$11,781 Salary/Wages

\$3,534 Benefits

This is an increase of 0.20. Bringing this position to a full FTE

Justification:

A 1.0 FTE is needed to meet the needs of the department. Currently at .80 the Administrative Assistant does not have sufficient bandwidth to meet the expectations and requirements expected of the position. Additionally, this small increase meets the city-wide standard for administrative support, as almost all city departments have a 1.0 FTE to perform required administrative functions.

2019 Budget discussion question:

In 2019 there were 5 approved FTEs (see attached document). All five of the positions have been filled.

Training Officer/EMS Coordinator

SUMMARY: Under general supervision of the Fire Chief, directs the Fire Training Program, in accordance with Department policy and appropriate local, State, and Federal laws, regulations, and standards; coordinate and provide training for VFD members as needed. Analyzes, plans, designs, implements and administers Emergency Medical Services (EMS) programs as well as other department-wide and community oriented programs, including Advanced Life Support (ALS), Basic Life Support (BLS), Continuous Quality Improvement (CQI), problem resolution and certification and recertification of both EMS instructors and providers. Serves as the department's safety officer and infectious control officer as outlined in NFPA 1500. Serve as the Fire Department Training Officer/EMS Coordinator for the City of Valdez Fire Department; review changes in fire and emergency services laws, rules, regulations and policies; update training content and provides related training liaison as required.

ESSENTIAL FUNCTIONS: (Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)

PRIMARY DUTIES AND RESPONSIBILITIES:

- Creates implements and coordinates the training program with the Fire Chief and the shift Captains.
- Is training program administrator responsible for all program development, ensuring consistent delivery of department training programs.
- Monitors and evaluates the competency of all department members both individually and as a team.
- Performs Quality Assurance reviews of EMS documentation and care delivered as set forth by Alaska Department of Health Services guidelines.
- Evaluates EMS data, identifying methods of providing effective emergency medical care, identifying methods to correct complex medical issues and patient care delivery situations and designing quality assurance programs to measure program outcome and effectiveness.
- Conducts research and analysis of current and future EMS issues and trends to ensure quality medical services. Assists in accomplishing established overall organizational goals through program management, provider and system evaluation and quality assurance.
- Plans, organizes and develops lesson plans for BLS and ALS training programs.
- Conducts and evaluates EMS training activities and classroom instruction sessions including Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), CPR and Emergency Medical Technician programs.
- Serves as a liaison between the Fire Department and hospital, medical direction authorities and other agencies regarding EMS activities, procedures and policies.
- Plan, prepare and present Firefighter and EMS training; utilize appropriate training techniques, adult learning concepts and facilitation skills.
- Assure training course is taught according to lesson plan and as scheduled; maintain a roster of those attending training; maintain an adequate inventory of audio-visual and other classroom materials.
- Prepare, edit, update and coordinate production of training materials; develop specialized training materials and sessions.
- Responsible for maintaining personnel training records and other documentation of employee qualifications.
- Maintain training skills and certification through participation in applicable educational opportunities.
- Operate, clean and inspect emergency, fire, rescue, medical and life saving tools, equipment and facilities.
- Respond to emergencies and perform firefighting, rescue and emergency medical duties and may serve as an officer during emergencies.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

Knowledge of:

Training Officer/EMS Coordinator

- State, City and Federal statutes, rules, codes and regulations.
- Fire Department policies and procedures.
- Firefighting and emergency services techniques and procedures, and related safety and legal issues.
- Methods and techniques to develop and present training programs.
- Theories, principles and techniques used to facilitate adult learning.
- Project planning and execution of principles and methods
- Medical/legal issues related to delivery of Fire and EMS
- Microsoft Office suite

Skill in:

- Presenting technical training classes
- Establishing and maintaining cooperative working relationships with public safety and emergency services agencies.
- Planning, organizing, and presenting technical training classes.
- Develop computer based training programs
- Plan, coordinate and execute large public events or training programs
- Develop and implement long and short-range goals and objectives
- Represent the Fire Department at meetings with Local, State and Regional fire and medical direction authorities
- Coordinate medical follow-up, as needed, with infectious disease exposures
- Proficiently coordinate training and instruction in various areas, such as ACLS, PALS, PEPP, CPR, FFI, FFII and other certification courses
- Proficiently perform computerized word processing, comprehension, summarizing and writing/editing; use of database, spreadsheet and word processing applications
- Handle multiple projects simultaneously and use good judgment in prioritizing work assignments
- Attend or conduct various meetings as needed
- Establish and maintain effective working relationships with management, co-workers and outside agency representatives
- Complete required OSHA/Safety Training as required

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT:

Work is performed in internal and external environments with exposure to inclement weather and varying temperatures. May be exposed to hazardous materials, dangerous machinery and potential physical harm when responding to fire and rescue emergencies. Must maintain a level of physical fitness to meet Department standards.

MINIMUM QUALIFICATIONS:

High School Diploma or GED equivalent.

Must possess and maintain a valid Alaska driver's license with no major driving citations.

Certification as a provider in the following areas is required: Cardiopulmonary Resuscitation (CPR), Advanced Cardiac Life Support (ACLS), Pediatric Life Support (PALS), and/or Pediatric Education for Pre-Hospital Professionals (PEPP).

IFSAC or Pro Board Firefighter I, IFSAC or Pro Board Fire Fighter II, IFSAC or Pro Board Instructor I.

Must be able to obtain and maintain instructor certifications for the above within one year of the date of hire

Preferred Qualifications:

State of Alaska Emergency Medical Technician III

State of Alaska Fire Service Instructor (AK or IFSAC)

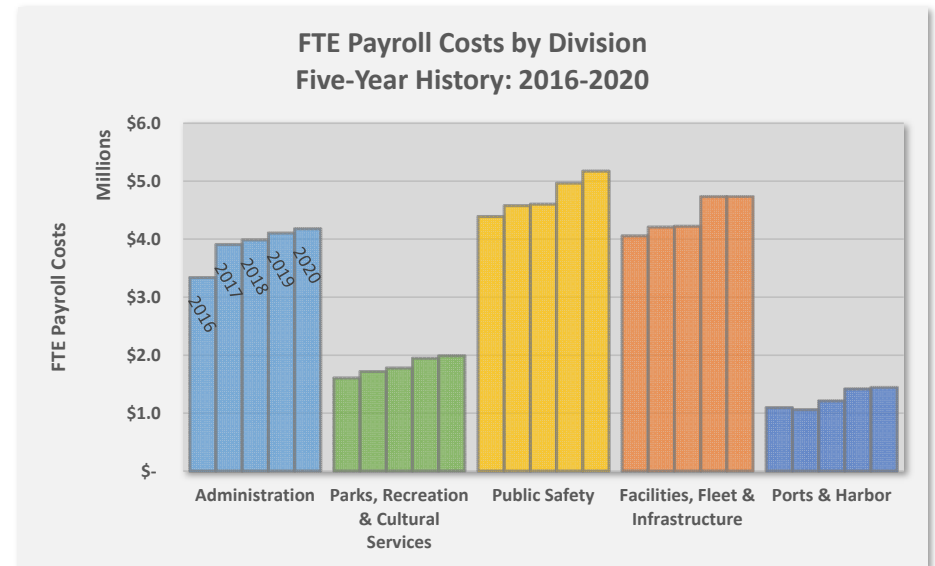
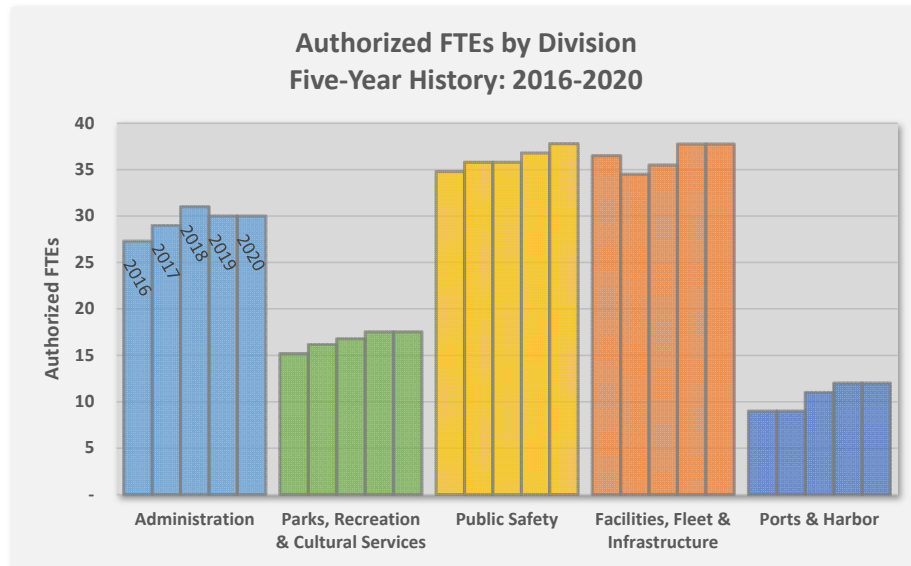
State of Alaska Emergency Medical Technician Instructor

State of Alaska Certified Fire Investigator (AK or IFSAC).

2020 FTE Request	FTE Allocation	FTE Payroll Impact	Other Expenses	Offsets	Total Budgetary Impact
FIRE/EMS					
TRAINING OFFICER/EMS COORD	1.00	131,706	89,319	-	221,026
Grand Total	1.00	131,706	89,319	-	221,026

Operational Objective

Oversee and direct department's training and EMS program



2020 FTE Request Detail	FTE Allocation	Salary	Benefits	IT Related	PW Related	Cap. Facilities	Other Personnel Exp	Other Operating Exp	Offsets	Net Budgetary Impact
FIRE/EMS										
TRAINING OFFICER/EMS COORD	1.00	79,808.75	51,897.21	2,000	62,000	-	14,689	10,630	-	221,025
Grand Total	1.00	79,809	51,897	2,000	62,000	-	14,689	10,630	-	221,025

Emergency Manager

SUMMARY: The Emergency Manager will direct emergency preparedness activities, ensure procedures and policies are current, and make evacuation decisions during an emergency in the absence of the facility manager.

ESSENTIAL FUNCTIONS: (Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)

PRIMARY DUTIES AND RESPONSIBILITIES:

- Reviews and analyzes existing emergency preparedness and evacuation plans; makes recommendations for modifications to improve safety, efficiency, and effectiveness the plans.
- Identifies various potential hazards and risks that may arise in the event of an emergency; develops plans to mitigate or manage those risks.
- Plans, coordinates, and facilitates safety and evacuation meetings and drills as required.
- Develops, distributes, and maintains emergency communication protocols and documentation, which may include emergency contact trees, emergency response hierarchy, and other records.
- Ensures that relevant policies and procedures are current and in compliance with applicable regulatory requirements.
- Drafts emergency preparedness plan(s) for facility, ensuring OSHA and EPA requirements, national and local fire protection codes, and industry requirements are addressed and implemented. When applicable, submits plans to appropriate regulatory agencies in a timely manner.
- Monitors and assesses work environment for situations requiring activation of emergency procedures.
- Directs emergency efforts, collaborating with facility manager regarding partial or complete evacuations and evacuating employees as needed or in the absence of facility manager.
- Reviews emergency preparedness plans with employees and supervisors; provides updates when employee responsibilities or assigned actions change.
- Regularly inspects evacuation paths, ensuring exits and exit access are clear and free of obstructions.
- Oversees the operational and financial aspects of emergency preparedness and disaster management.
- Performs other related duties as assigned.

Skill in:

- Current, thorough understanding of applicable safety rules and guidelines.
- Excellent verbal and written communication skills.
- Ability to remain calm under pressure.
- Strong leadership skills.
- Ability to anticipate hazards and problems and respond effectively.
- Excellent interpersonal skills.
- Proficient in Microsoft Office Suite or related software.

Emergency Manager

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT:

- Primarily office environment
- Prolonged periods sitting at a desk and working on a computer.
- Must be able to lift up to 15 pounds at times

MINIMUM QUALIFICATIONS:

- Bachelor's degree in Business, Emergency Management, or related field and at least two years of experience in an emergency management field, such as law enforcement, fire safety, or military service, preferred; or equivalent education and experience
- Certified Emergency Manager (CEM), Certified Business Continuity Professional (CBCP), or related certification preferred.

DRAFT

2019 Approved FTE Requests

2019 Approved FTE Requests	FTE Allocation	FTE Payroll Impact	Other Expenses	Offsets	Total Budgetary Impact
BUILDING MAINTENANCE	0.25	24,848	3,770	(17,000)	11,618
TECHNICIAN	0.25	24,848	3,770	(17,000)	11,618
ENGINEERING	2.00	231,375	103,504	(300,000)	34,879
PROJECT MANAGER I	1.00	109,526	51,752	(150,000)	11,278
PROJECT MANAGER II	1.00	121,849	51,752	(150,000)	23,601
HARBOR	1.00	128,687	64,721	-	193,408
MAINTENANCE SUPERVISOR	1.00	128,687	64,721	-	193,408
PARK MAINTENANCE	0.75	74,740	21,659	(17,000)	79,399
TECHNICIAN	0.75	74,740	21,659	(17,000)	79,399
Grand Total	4.00	459,650	193,654	(334,000)	319,304



Legislation Text

File #: RES 19-0047, **Version:** 1

ITEM TITLE:

#19-47 - Amending the 2019 Budget by Appropriating \$97,000 for Parks and Recreation Master Plan Contract

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: \$97,000

Unencumbered Balance: \$441,000

Funding Source: Budget Variance Reserve, 350.0350.55000

RECOMMENDATION:

Approve.

SUMMARY STATEMENT:

- This resolution funds the Parks and Recreation Master Plan contract.
- Staff will bring Budget Variance Reserve back to \$500K with the 2020 budget.
- Separately, following the conclusion of the 2020 budget process, staff will propose a “clean-up” of the numerous funded studies currently appropriated to Reserves.
- Staff will continue to budget studies to the appropriate departments, rather than to reserves, so as to better capture and reflect ongoing work, and to prevent needless growth and complication of Reserve accounts.

CITY OF VALDEZ, ALASKA

RESOLUTION #19-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2019 CITY BUDGET BY TRANSFERRING \$97,000 FROM RESERVE TO GENERAL FUND / PARKS AND RECREATION / CONTRACTUAL SERVICES FOR THE PARKS AND RECREATION MASTER PLAN

WHEREAS, Management proposes a Parks and Recreation Master and Strategic Plan to commence in 2019; and

WHEREAS, Plan costs have not been previously appropriated; and

WHEREAS, staff has concluded the RFP process and has secured bids; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2019 City Budget is revised as follows:

Section 1: Budget Variance Reserve, 350.0350.55000, is reduced by \$97,000

Section 2: Reserve Fund transfer to General Fund, 350.0050.49100, is increased by \$97,000.

Section 2: General Fund transfer from Reserve Fund, 001.0050.39140, is increased by \$97,000.

Section 3: Parks and Recreation / Contractual Services, 001.6200.43400, is increased by \$97,000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 1st day of October, 2019.

City of Valdez, Alaska

Sharon Scheidt, Mayor Pro Temp

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: RES 19-0048, **Version:** 1

ITEM TITLE:

#19-48 - Approval to Sell by Negotiation a 2,946.51 Square Foot (.068 acre) Parcel of City Owned Land within Lot 25A, Block 1 Fireweed Hill Subdivision (Plat # 2014-14) to Mary Helen Stephens.

SUBMITTED BY: Paul Nylund - GIS Technician/Senior Planner

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

The Planning Department recommends that the City Council approve a sale by negotiation of a 2,946.51 square foot piece of City of Valdez owned property within Lot 25A, Fireweed Hill SUBD, if they determine that the sale conforms to VMC 4.04.070.

If approved, the Planning Department requests that a plat note or an easement precluding hazardous materials on the subject parcel be a requirement of the sale in order to provide adequate protection for our municipal drinking water source. Also, the removal of the snow storage dedication for the 2,946.51 square foot portion should be noted on the new plat.

SUMMARY STATEMENT:

Mary Helen Stephens has submitted an application for purchase of city owned land (sale by negotiation) for a portion of Lot 25A, Block 1, Fireweed Hill. This is City of Valdez owned land located in Township 8S, Range 6W, Copper River Meridian, The reason for this purchase as stated in Mary Helen's application is that "this would finalize the conversation we had with the City of Valdez in 2014." This conversation is encapsulated in the attached "COV 2014 Letter to Mary Helen Stephens."

The property requested for purchase in this application is a portion of Lot 25A as illustrated in the attached #19-02 Aerial Image of Lot 25 BLK 1 MCS-Stephens. A driveway on the subject parcel which provides access to the house has existed for 30+ years, and she hopes to formally add the driveway to their lot prior to selling it. This issue has been brought to the City numerous times, dating back to the 1970s.

Background / History of Project

At their regular meeting on September 11, 2019, the Planning and Zoning Commission approved a recommendation to City Council to sell by negotiation a 2,946.51 square foot piece of City of Valdez owned property within Lot 25A, Fireweed Hill SUBD.

Mr. Delbert Welch, the previous owner of Lot 24 MCS North, requested to buy the land numerous times since 1978. Each time the land request was supported by Planning and Zoning and City Council but issues kept coming up that stopped the process. Because of the confusion and series of approvals and later denials, many people involved in the process thought it was completed. The property was sold in 1998 to Stan and Mary Helen Stephens without the ownership issue with the driveway being resolved.

The ownership of the land underneath the driveway came back to light in May of 2013, during the surveying and delineation of lot line locations for the snow lots on Lot 25 and Lot 19 of Block I, Mineral Creek Subdivision. An appraisal was ordered, and a survey arranged. A Negotiated Landsale Application and Subdivision Application form was provided to Mary Helen Stephens by the Planning Department (see attached COV 2014 Letter to Mary Helen Stephens). No paperwork has been submitted, nor progress made on this land transaction since this letter went out in 2014. Now the Stephens are beginning the process once again, with the hopes of adding this piece of land to their property before selling the house. They have turned in the "Sale by Negotiation" application and have met with Planning Department staff to go over the process.

Requirements for Negotiated Sale

VMC 4.04.070 - Sale by Negotiation (attached) states that "should the city council decide that the disposal of real property or any interest therein at public sale is not in the public interest, the city council may authorize the city manager to negotiate a sale of such real property or interest therein and shall prescribe the terms therefor. Such authority shall be provided by resolution, passed by not less than six affirmative votes of the city council."

Currently, Lot 25A is a designated snow storage lot. One condition that must be met in order for a piece of City owned property to be put up for sale is that it must not be designated for public use. The Director of the City of Valdez Public Works Department has been consulted on this matter, and he has no objection to this portion of Lot 25A being subtracted from their snow storage capacity. The driveway has existed for over 30 years, and they have not been using that portion of Lot 25A as long as anyone remembers. The removal of the dedication will need to be noted on the new plat.

VMC 16.16.055 Design-Snow storage

A. Snow storage areas shall be dedicated to the city. The size of the snow storage shall be equal to one square foot for every square foot of constructed street area, including sidewalks, with a minimum street width of thirty feet. The snow storage lots shall not be located more than one thousand feet apart. The location and layout of snow storage lots shall be designated after consultation with the

public works director and approved by the commission.

When looking at a negotiated sale, we have to consider if the property would be useable or desirable to anyone else, or if it is appropriate for the transaction to only be discussed between the City and the Applicant. In this case, staff sees no reason why this 2,750 square foot parcel of land would be of interest to another party if it becomes available for purchase. It is too small to be considered a parcel on its own, since the minimum lot size allowed in the single family residential district is 8,800 square feet.

Planning Considerations

The City Council should be cautious, in that this action could be setting a precedent of selling off slivers of city-owned land in order to accommodate the encroachment of private uses/improvements from neighboring parcels. This is especially true for snow storage lots which are often used for various non-official uses during the summer months, and are a valued city asset during the winter. All negotiated sales should be considered and decided on a case by case basis.

The subject property is part of City of Valdez owned Lot 25A, which is in somewhat close proximity to a City of Valdez municipal well on the neighboring Lot 19B (see #19-02 Wellhouse #1 Proximity Map). The City of Valdez is required to keep a certain minimum separation distance around the drinking water source, 100' or 200' depending on the potential source (18 AAC 80.020). The act of selling this parcel to the homeowner would not immediately violate this buffer, but the City would be losing control of the property and the fear is that there could possibly be contaminants used/stored on the property in the future.

The Alaska Department of Environmental Conservation (AK DEC) has been consulted regarding this matter and they have issued the following statement:

"I would recommend recording some kind of wellhead protection easement on the property that says there should be no uses incompatible with a public water system, and listing a few examples. That way it is tied to the property and the next owner would find it on a title search or when researching the property and it would likely be shown on as-builts done on the property in the future. It's not possible to list all the potential issues in regulations but there are a lot of things that we wouldn't want done on that property. We have seen people put dog-lots near water sources, turn areas near the wellhead into retention ponds, floor drain oil separators etc. although those are fairly unlikely for a lot as small as this."

Roy Robertson, P.E.
Engineer II
Drinking Water Program
Alaska Department of Environmental Conservation

Planning Department staff recommends that a plat note or an easement precluding hazardous materials on the subject parcel be a requirement of the sale in order to provide adequate protection

for our drinking water source.

If executed with the recommended conditions, the selling of this property is in conformance with the **City of Valdez Comprehensive Plan** currently in effect.

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 - Prohibition of the location/construction of structures in hazardous or environmentally sensitive areas.

Objective - Provide development standards for lands that require special physical or environmental attention before they can be safely used or developed.

Staff Summary

The Planning Department recommends that the City Council authorize the sale by negotiation a 2,946.51 square foot piece of City of Valdez owned property within Lot 25A, Fireweed Hill SUBD, if they determine that the sale conforms to VMC 4.04.070. The two main issues that have derailed this process in the past, the proximity to the City well and the snow storage designation, have been addressed and we have received statements from the departments with jurisdiction over the matters which assuage these concerns.

If approved, the Planning Department requests that the following conditions be implemented:

A plat note or an easement precluding hazardous materials on the subject parcel be a requirement of the sale in order to provide adequate protection for our municipal drinking water source.

The removal of the snow storage dedication for the 2,946.51 square foot portion indicated on the new plat.

If the City Council approves this land sale, the purchaser would cover the cost of the survey and the appraisal, in addition to the cost of the land at fair market, appraised value. The City purchases title insurance and pays half of the closing costs.

CITY OF VALDEZ, ALASKA

RESOLUTION #19-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING THE NEGOTIATED SALE OF 2,946.51 SQUARE FEET OF LAND WITHIN LOT 25A, FIREWEED HILL SUBDIVISION, TO MARY HELEN STEPHENS.

WHEREAS, the City of Valdez is the owner of the real property described as Lot 25A, Fireweed Hill Subdivision (plat #2014-14); and

WHEREAS, Chapter 4.04.070 of the Valdez Municipal Code provides that the City Council may authorize the negotiated the sale of City owned real property; and

WHEREAS, A driveway on the subject parcel, which provides access to Mary Helen Stephens' house on neighboring Lot 24, has existed for at least 30 years; and

WHEREAS Mary Helen Stephens desires to purchase the real property owned by the City over which the driveway runs; and

WHEREAS, the director of the Public Works Department for the City of Valdez has issued a statement of non-objection to this land sale, which will reduce the size of lot 25A, which is currently designated as a snow storage lot; and

WHEREAS, Mary Helen Stephens is willing to pay the fair market value of the property; and

WHEREAS, at the regular public meeting on September 11, 2019, the Planning and Zoning Commission approved a recommendation to City Council to sell by negotiation the portion of Lot 25A over which the driveway runs; and

WHEREAS, the City Council has determined it is not in the public interest to offer the property for sale at a public sale.

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

Section 1. The City Manager of the City of Valdez, Alaska, or his designee is authorized to negotiate and enter into an agreement for the sale of 2,946.51 square feet of land within lot 25A, Fireweed Hill Subdivision ("Property"), to Mary Helen Stephens, at the fair market value which will be determined by an independent appraisal.

Section 2. Within fifteen (15) days of approval of this Resolution by City Council, the purchaser shall submit a deposit of \$5000, which will be used to pay for the

appraisal and survey of the Property. Any unused funds from this deposit are to be applied to the purchase price.

Section 3. Within fifteen (15) business days of receipt of the appraisal of the Property, the purchaser shall sign a purchase agreement with the City of Valdez, and submit an earnest money deposit toward the purchase price in an amount equal to ten percent (10%) of the fair market value as determined by the appraisal.

Section 4. The balance due on the transaction shall be paid to the City of Valdez within one hundred twenty (120) days from payment of the earnest money.

Section 5. Following the receipt of the ten percent (10%) deposit, the Planning Department will arrange for a survey and re-plat of the involved properties, and bring the plat before the Planning and Zoning Commission for approval.

Section 6. Failure of purchaser to comply with (2) through (4) above will constitute the purchaser exercising their option to terminate this agreement. Should purchaser terminate this agreement, purchaser will remain responsible for all costs incurred pursuant to this agreement.

Section 7. A plat note stating that no uses incompatible with a public water system shall exist on the property, is required to be included on the resulting plat formally recording the newly formed parcels.

Section 8: This sale shall become final after the approved resolution has been published and on file in the office of the City Clerk for thirty days.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2019

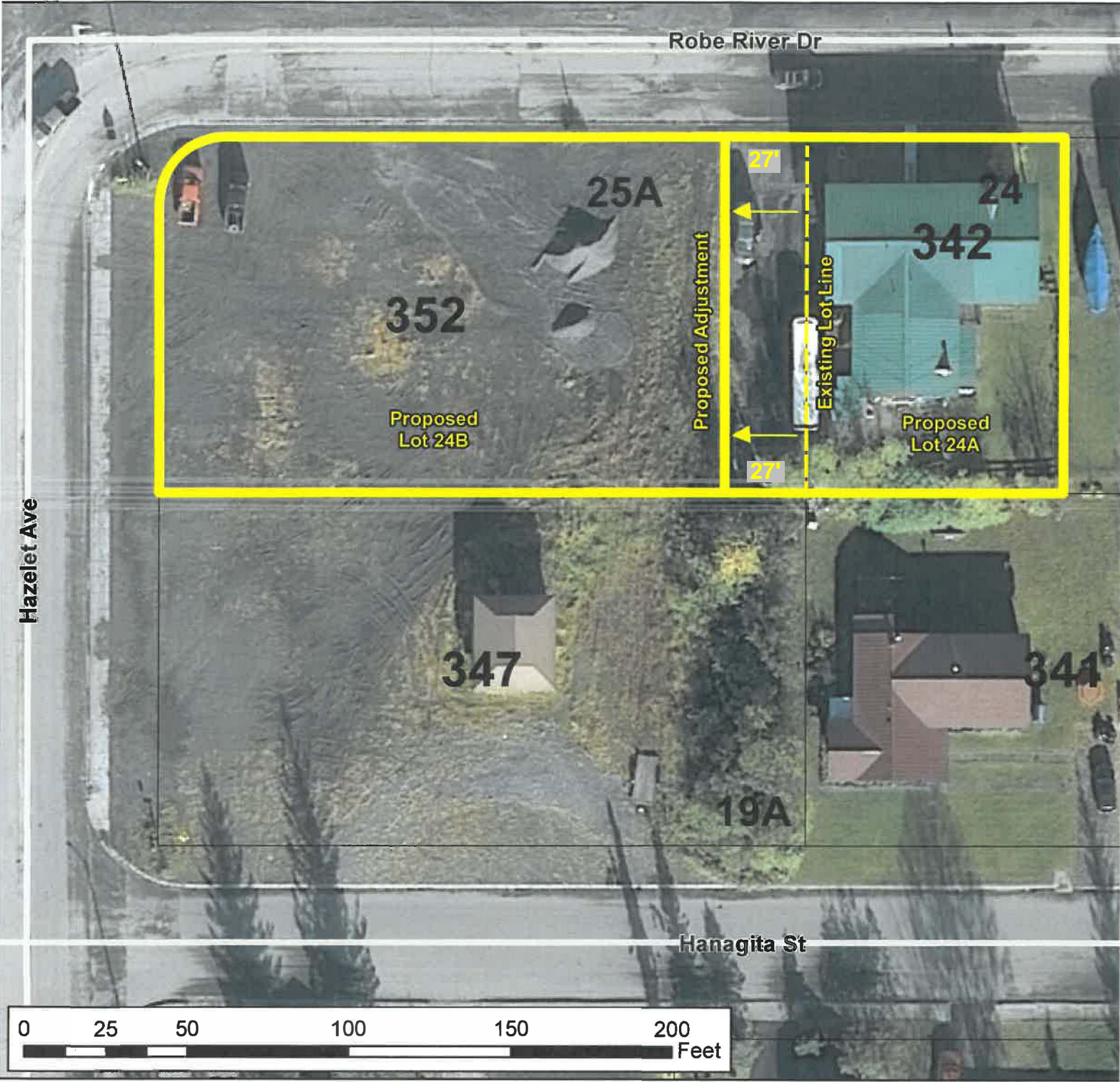
CITY OF VALDEZ, ALASKA

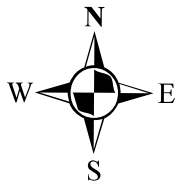
Sharon Scheidt, Mayor Pro Temp

ATTEST:

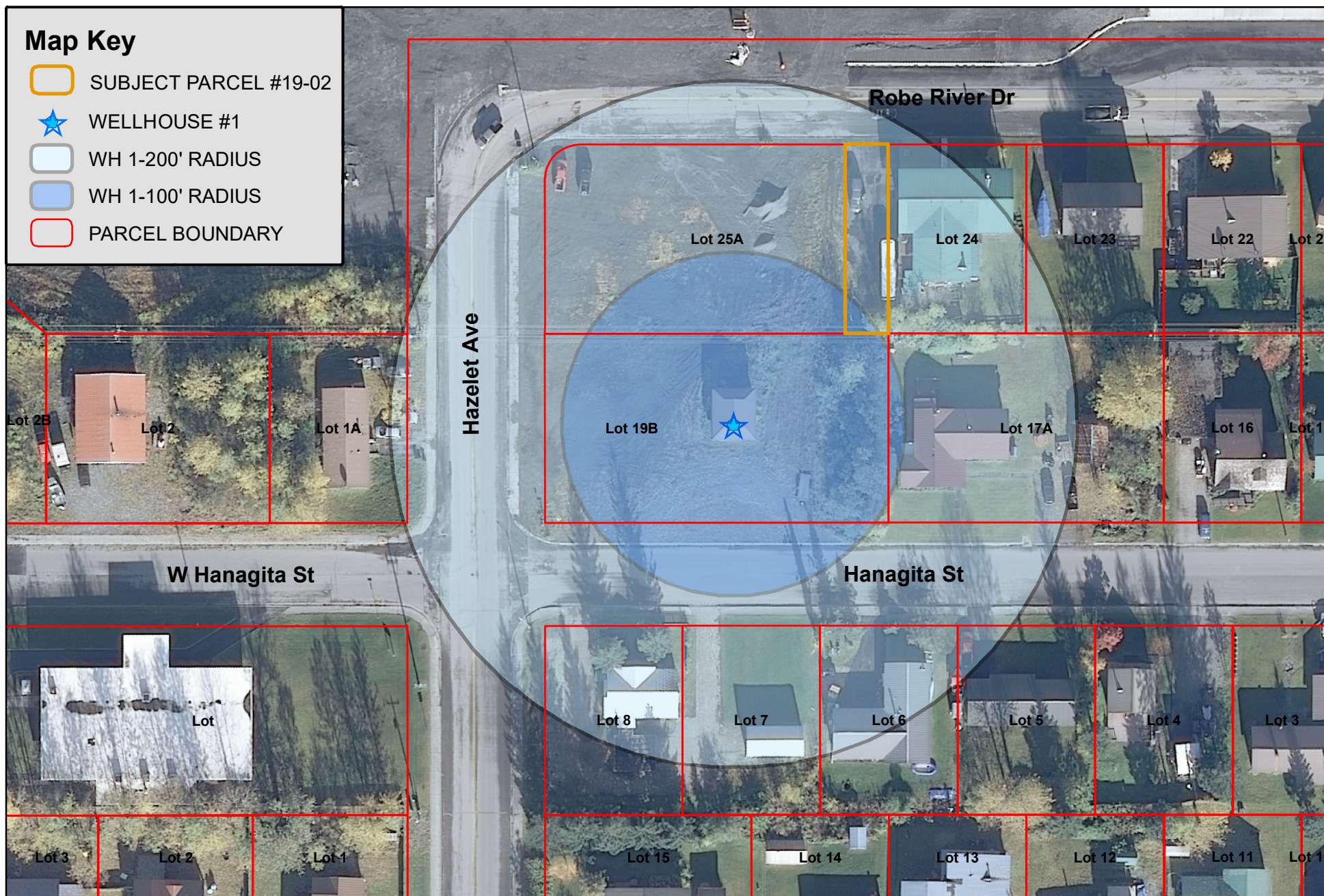
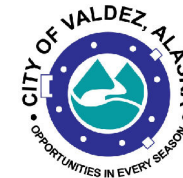
Sheri L. Pierce, MMC, City Clerk

STEPHENS LOT LINE ADJUSTMENT



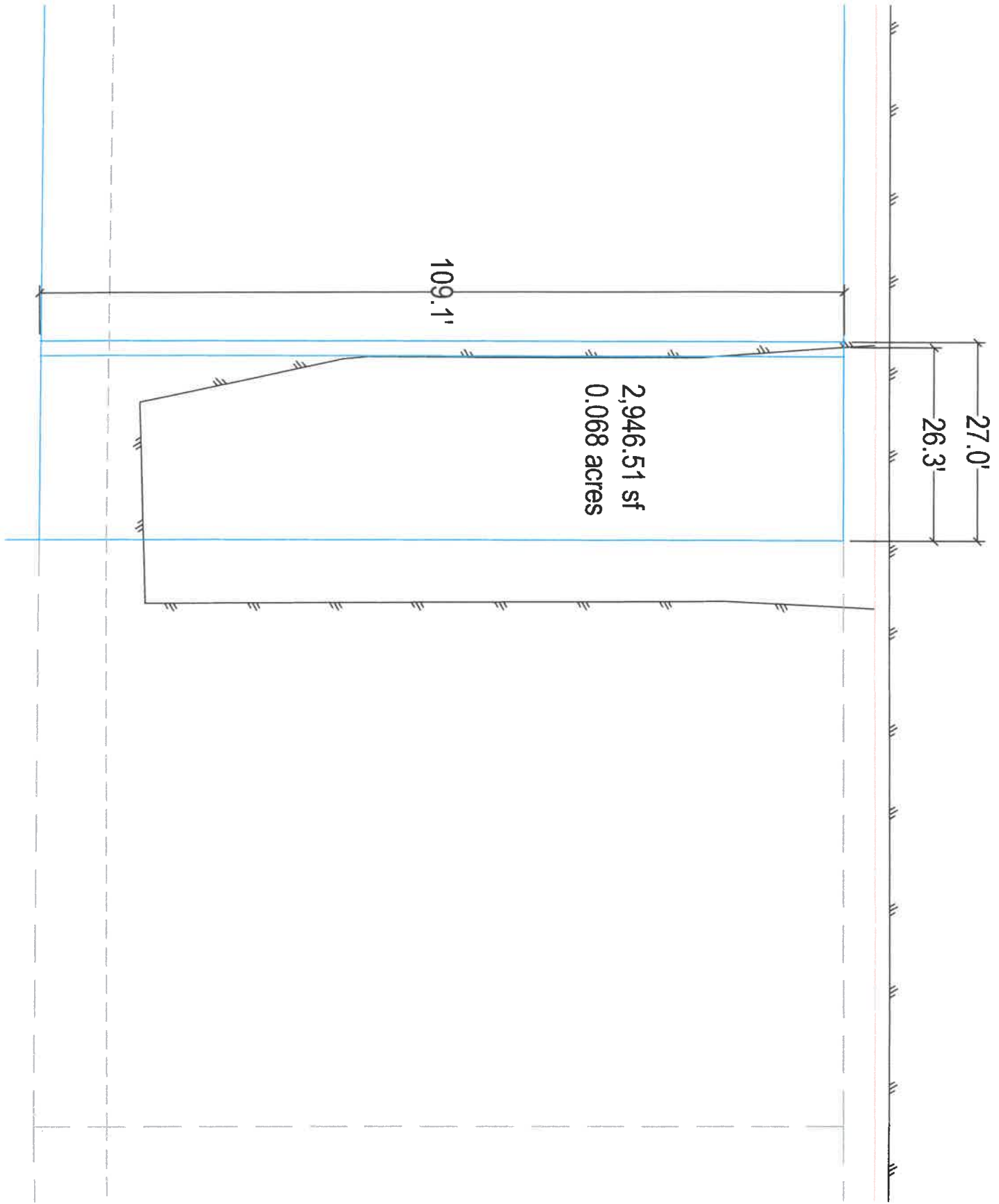


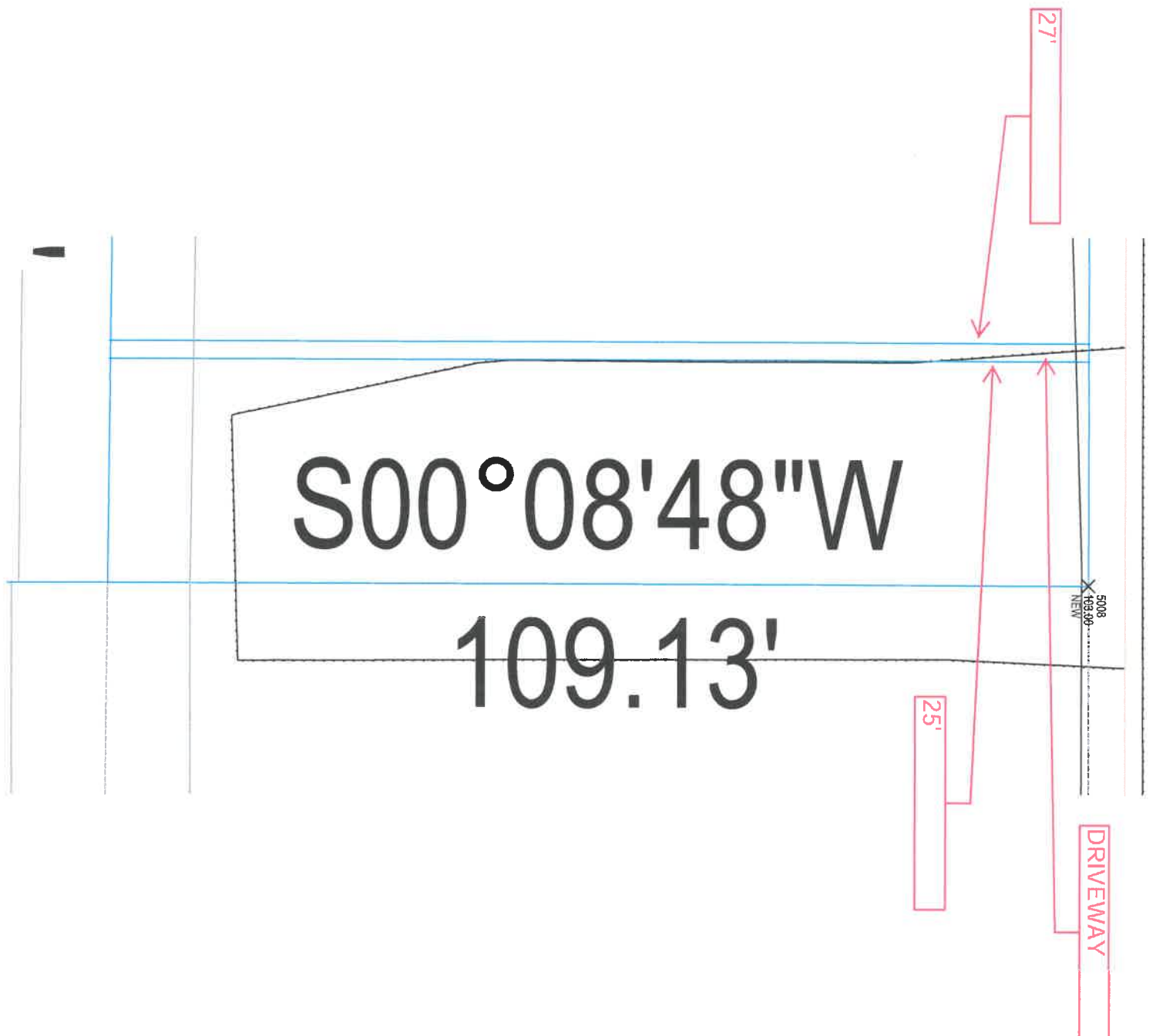
LANDSALE #19-02 PROXIMITY TO WELLHOUSE #1



0 50 100 200 Feet

THE DATA CONTAINED HEREIN IS COMPILED FROM SEVERAL SOURCES,
SOME UNRELATED TO THE CITY OF VALDEZ, WITH DIFFERENT LEVELS OF PRECISION.
PLEASE NOTE, WHILE THE INFORMATION IN OUR GIS IS BELIEVED TO BE RELIABLE,
IT IS NOT GUARANTEED TO BE ACCURATE.







City of Valdez **ALASKA**

Department of Community
& Economic Development

*Larry Weaver, Mayor
John Hozey, City Manager*

10 December, 2014

Mary Helen Stephens
PO Box
Valdez AK 99686

RE: 2,750 sq ft portion of Lot 25, Block 1, Mineral Creek Subdivision with constructed driveway

Dear Mary Helen,

The City of Valdez contacted you about a year ago concerning finalizing a lot line adjustment between your property and the adjacent snow lot, Lot 25, Block 1, Mineral Creek Subdivision. The driveway and access to your house has been constructed on a 2,750 sq ft portion of the snow lot. It has been like this for 30 years. Several times the former owner of your property, Mr. Del Welch, requested the purchase of the land from the City but it was never finalized for a variety of reasons. During a recent survey of the adjacent snow lot, the City "re-discovered" the land had not been sold and incorporated into your lot and approached you about moving forward with the process.

I apologize for the delay in moving ahead with this. The City was able to negotiate a reduced rate for the survey of the lot with the land surveyor who recently surveyed the adjacent snow lot on a separate project. The surveyor committed to the lot line adjustment for \$1000 in May of 2013. Part of the reason for the long delay after that is because the City had to thoroughly review the files to see whether the land was promised to Mr. Welch or whether it was supposed to be purchased. Everything staff found indicates the land was to be purchased. For that reason, the City of Valdez must require the land to be purchased at this time as well. This means the purchaser, you, would cover the cost of the survey and the appraisal, and the cost of the land at fair market, appraised value. The City covers and supplies you with title insurance.

This can be a tedious and expensive process. The survey and appraisal will cost \$1600. The land is probably worth between \$7,000 - \$12,000. At the end of the process however, your property lines will incorporate your driveway and everything will meet code. This will also make future land transactions of the property cleaner and simpler, and increase the value of your home/land. If you have extenuating circumstances or feel you have a very good reason for purchasing the land for less than fair market value, you are allowed to make a "counter offer" to the City Council and defend your reason for a reduced price. City Council can decide to sell the land for less than fair market value if they agree with you, or require the purchase price to remain at fair market value if they do not.

In the meantime, staff would like to take the land request to the Planning & Zoning Commission for their preliminary approval and recommendation to the City Council. Land requests like this are usually accompanied by a Negotiated Land Sale form. Enclosed with this letter are a Negotiated Land Sale form and a Subdivision Application. Staff took the liberty of filling in some of the details on the forms to try and help you with the process. Please look the forms over and submit them to the Community and

Economic Development Office when you are ready to proceed. If you have any questions or concerns, do not hesitate to come in or call us. We are here to help!

Also included with this letter is an aerial image of your home and a preliminary survey of the location of the driveway in relation to the snow lot. These just illustrate the issue and are for your reference.

As a final note, this land transfer / lot line adjustment process takes some time and we probably wouldn't be looking at requiring any money until a few months into 2015 at the very earliest. We want to make sure your driveway is included in the property with your home. However, we are not trying to impose financial hardships on you and realize this is the first time you have been notified of these larger than expected costs. If there is a timeline that works best for you we are happy to work with your needs. Please think this over and let us know what the best way is for you to work through this, and give us a good timeline for you to close on the land. We can secure approvals from the Commission and City Council ahead of time, and wait until you are ready to sign the final documents.

Thanks Mary Helen! We look forward to working with you on this.

Sincerely,

A handwritten signature in dark ink, appearing to read "Laura Robertson". The signature is fluid and cursive, with the first name "Laura" written in a larger, more prominent script than the last name "Robertson".

Laura Robertson
GIS / Planning Technician

Cc: Janine Vadeboncoeur, Planning Technician City of Valdez
Lisa VonBargen, Director of Community & Economic Development, City of Valdez

4.04.070 Sale by negotiation.

- A. Should the city council decide that the disposal of real property or any interest therein at public sale is not in the public interest, the city council may authorize the city manager to negotiate a sale of such real property or interest therein and shall prescribe the terms therefor. Such authority shall be provided by resolution, passed by not less than six affirmative votes of the city council. The resolution shall be filed and published in the same manner as a resolution providing for public sale and no such negotiated sale shall be final until such resolution has been on file in the office of the city clerk for thirty days.
- B. When deemed prudent and necessary, the city council may establish development requirements for real property disposed of through negotiated sale.
- C. When land is sold by negotiation, the purchaser shall be responsible for all costs associated with making the land ready for sale. This includes, but is not limited to, a survey, appraisal and Phase 1 environmental survey. A survey is required if the sale is for a portion of an entire parcel. An appraisal is required if the sale is for a portion of an entire parcel, or if an existing appraisal is not valid in accordance with Section 4.04.030(B). A Phase 1 environmental survey is required if the sale is for property located within any industrial zoning district. If one or more of the above is required, the purchaser must submit a deposit to the city in the amount established by resolution. Said deposits are due within fifteen business days of the date the resolution approving the sale is passed.
- D. Earnest money equal to twenty percent for residentially zoned lots, and ten percent for all other zoned lots, shall be submitted to the city of Valdez within fifteen business days of written notification of completion of the appraisal establishing the fair market value of the property. The remaining balance shall be due to the city of Valdez within one hundred twenty days for residentially zoned lots and ninety days for all other zoned lots.
- E. The city council retains the discretion to authorize the sale of land by negotiation at less than fair market value. Such authorization shall be given by the council through resolution authorizing the negotiated sale as provided for in subsection A of this section.
- F. When in conformance with the comprehensive plan, an area master plan, or a decision by the city council, it is determined to be in the public interest for city-owned land to be developed for a specific use, the city council may, by resolution passed by not less than six affirmative votes, direct the city manager or his designee to prepare a request for proposals for said specific development of city-owned land. Details of the request for proposals shall be outlined in the resolution which shall be posted for not less than thirty days prior to the date of submitting the requests for proposals. Upon acceptance of a proposal the city council may direct the city manager or his designee to negotiate a sale price for the land. Such terms and agreement shall require subsequent approval by the city council by resolution passed by not less than six affirmative votes. (Ord. 06-02 § 1 (part))



Legislation Text

File #: RES 19-0049, **Version:** 1

ITEM TITLE:

Approval of a Lease with Haltness Equipment, LLC for Parcel 2 Tract A ASLS 79-116 (plat 2007-7)

SUBMITTED BY: Nicole LeRoy, Planning Technician

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve a lease with Haltness Equipment, LLC for Parcel 2 Tract A ASLS 79-116 (plat 2007-7)

SUMMARY STATEMENT:

On August 27th, 2019 the Planning Department received an application from Erik Haltness of Haltness Equipment LLC, for lease of Parcel 2, Tract A, ASLS 79-116, 800 Glacier Haul Road, for equipment and material storage. Haltness Equipment currently leases Lots 1, 2, and 3 and Lots 1 and 3, Block 4, Gravel Lease Subdivision (plat 80-8), located across the street from 800 Glacier Haul, for commercial gravel extraction. However, Haltness has used this lease exclusively for storage for the past few years. In June 2019, Haltness approached staff with a request for an emergency temporary land use permit to move his equipment and materials to the lot across the street to 800 Glacier Haul Road, as his leased site was experiencing major flooding from Glacier Stream and he was concerned his items would be swept down the river. Planning Department staff executed an administratively issued temporary land use permit for a thirty day duration per Valdez Municipal Code 17.48.140 (A). Haltness is now interested in keeping his equipment and materials stored at the site long term via a lease agreement. The applicant has indicated that he would like to switch out his old lease. However, it should be noted that a “parcel swap” is not possible and this application is processed as a new lease with Planning and Zoning Commission and City Council approval. Haltness has requested use of 800 Glacier Haul Road for storage through the last day of October 2022.

Per Valdez Municipal Code 4.08.060, “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.” The area Haltness has applied for is zoned heavy industrial which includes, “construction yards, equipment and storage” as a permitted principal use. Historically, 800 Glacier Haul Road has been leased for commercial gravel extraction until the Chugach Materials lease expired in March of 2019.

Valdez Municipal Code defines fair rental value as ten percent of appraised value for lease of City land. The cost of this appraisal is borne by the lessee per VMC 4.08.100. Haltness has indicated that he would prefer to not order an appraisal to determine fair rental value, but rather to lease the land for a flat rate of \$3,000.00 annually. Per Valdez Municipal Code Section 4.08.030 - Fair rental value to be used for leases - Exceptions, "the city may lease city lands for less than the fair rental value to any state or federal agency or political subdivision, a public utility, a nonprofit organization, or to a new industry on terms advantageous to the public welfare of the city if the council, by motion passed by not less than six councilmen, determines the lease to be in the best interest of the public." Due to the requested discounted rent, the approval of this lease requires an affirmative vote of not less than six City Council members. However, it should be noted that without an appraisal, it cannot be confirmed that \$3,000.00 annually is less than ten percent of appraisal value.

The Planning and Zoning Commission voted unanimously to approve a recommendation to City Council to approve this lease application on September 11, 2019.

In addition, if the lease application is granted, Haltness will be required to maintain \$1,000,000 general liability insurance coverage naming the City of Valdez as additional insured and include a waiver of subrogation in their policy.

In conformance with Valdez Municipal Code 4.08.160, this lease will not become effective until public notice has been given for at least thirty days.

Pending Council approval of this application, Planning Department staff will work with the City Attorney and Haltness Equipment to execute a new lease agreement through October 2022.

CITY OF VALDEZ, ALASKA

RESOLUTION #19-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING A LEASE WITH HALTNESS EQUIPMENT, LLC FOR PARCEL 2, TRACT A, ASLS 79-116 (PLAT 2007-7)

WHEREAS, the City of Valdez is the owner of Parcel 2, Tract A, ASLS 79-116 (Plat 2007-7); and

WHEREAS, Haltness Equipment, LLC applied to lease the 20 acre parcel for the storage of equipment and materials on August 27, 2019; and

WHEREAS, on September 11, 2019 the Planning and Zoning Commission approved a recommendation to lease this property to Haltness Equipment, LLC; and

WHEREAS, Haltness Equipment, LLC has requested to lease the property for the amount of \$3,000.00 annually.

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

Section 1. The Valdez City Council authorizes the City Manager or their designee to negotiate a new lease for Parcel 2, Tract A, ASLS 79-116 (Plat 2007-7) with Haltness Equipment, LLC.

Section 2. The term of this lease shall be for three years, terminating on October 31, 2022.

Section 3. The rental fee shall be \$3,000.00 annually.

Section 4. The use of the property is for storage of equipment and materials and for no other purposes whatsoever.

Section 5. In conformance with Valdez Municipal Code Section 4.08.160, this lease shall not become effective until public notice has been given for at least thirty days. This resolution shall be posted twice in a newspaper in the city and shall be posted on the official city bulletin board and two other public places in the city for thirty days prior to the effective date of the lease.

City of Valdez, Alaska
Resolution No. 19-49
Page 2

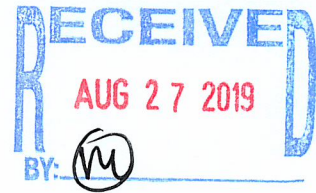
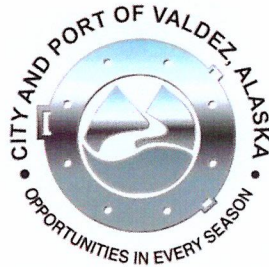
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, this 1st day of October, 2019.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor Pro Temp

ATTEST:

Sheri L. Pierce, MMC, City Clerk



CITY OF VALDEZ
APPLICATION FOR LEASE OF CITY OWNED LAND

Application Fee: \$50.00 (Non-refundable)

FEE WAIVED FOR 2017 PER RES# 12-72

This form is to be completed by an individual or an organization proposing to lease City-owned land. Complete in full and to the best of your knowledge. Please explain any omissions and use additional pages where appropriate. If requested, proprietary and financial information of applicants that is so marked will be kept confidential.

The completed application shall be returned to the Valdez Community & Economic Development Department located in City Hall along with the Application fee.

A deposit of \$3,000 will be required prior to the City initiating any required appraisal or land survey. The deposit will be used to offset the cost of the appraisal and land survey. If additional funds are necessary, the applicant will be billed as part of the lease. If there is a balance, it will be applied to the first year's lease payment. This deposit will be the cumulative amount of any required appraisal, land survey or Phase I environmental analysis according to the following schedule:

- | | |
|---|---------|
| * If a survey and/or appraisal are required: | \$3,000 |
| * If a Phase I Environmental Analysis only is required: | \$3,000 |
| * If a survey or appraisal and Environmental Analysis are required: | \$5,000 |
| (Required on all industrial land) | |

1. Name of Individual Completing Application Form:

Name: Erik Haltness Phone: 831-0067
Daytime/ Message

Mailing Address: PO Box 2989 Valdez, AK 99686

2. If other individual(s) or an organization(s) will be a party to this application, indicate below. Attach additional pages as needed:

a) Name _____ Phone: _____

Mailing Address _____

Relationship to other applicant(s) _____

b) Organization's name Haltness Equipment LLC
Address PO Box 2989 Valdez, AK
Primary Contact: Erik Haltness
Title: Manager
Daytime Phone #: 831-0067

3. TYPE OF ORGANIZATION: (Check one)

Individuals _____	Business Corporation <u>X</u>
General Partnership _____	Non-Profit Corporation _____
Limited Partnership _____	Non-Profit Association _____
Other _____	

If non-profit, has IRS Tax Exempt Status been obtained? Yes _____ No X
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 _____ Range _____ Section _____ Meridian _____

Lot/ Block/ Tract/ Subd. Parcel 2 Tract A Plat # 2007-7

Other Description Lot 800 ASLS 79-116

Tax # _____ No. of Acres 20

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).

Haltness Equipment would like to trade existing gravel lease parcels for a new

Storage only lease on lot 800

6. WHAT IS THE TERM OF THE LEASE DESIRED?

Now until October 2022 - Expiration of current lease

7. IF THE REQUEST FOR A LEASE AT LESS THAN FAIR MARKET VALUE, PROVIDE JUSTIFICATION.

\$3000.00 per year

Same rate as currently paying.

8. PLEASE STATE WHY YOU BELIEVE IT WOULD BE IN THE "BEST INTEREST OF THE CITY" TO APPROVE YOUR PROPOSAL AND PROCESS YOUR APPLICATION.

We currently own property in
downtown core area. If a lease cannot be
obtained for an economical ^{rate} items will be
moved to downtown property for storage

9. CURRENT STATUS OF LAND. DESCRIBE ANY EXISTING IMPROVEMENTS, PROVIDE PHOTOGRAPHS IF POSSIBLE.

We are currently occupying land
on a temporary basis and would like to
avoid financial burden of moving again.

10. HAS APPLICANT PREVIOUSLY PURCHASED OR LEASED CITY LAND OR RESOURCES? X YES NO. IF YES, PROVIDE LEGAL DESCRIPTION, TYPE OF PURCHASE OR LEASE, AND STATUS.

Current gravel lease

11. IF APPLICANT IS A BUSINESS OPERATION, LIST PRESENT BUSINESS ACTIVITIES.

Haltness Equipment LLC 32 years
ATM Properties Inc

12. IF REQUIRED, ARE YOU PREPARED TO SPEND FUNDS FOR THE FOLLOWING:

YES

NO

<u> </u>	<u> X </u>	a) Performance bond
<u> </u>	<u> X </u>	b) Damage deposit
<u> X </u>	<u> </u>	c) General liability insurance
<u> X </u>	<u> </u>	d) Worker's compensation insurance
<u> </u>	<u> X </u>	e) Survey and platting
<u> </u>	<u> </u>	f) Appraisal fee
<u> </u>	<u> X </u>	g) Closing fees, which may include title insurance, document preparation, escrow closing, and recording
<u> X </u>	<u> </u>	h) Any federal, state and local permits required
<u> X </u>	<u> </u>	i) Maintenance costs (present or future)

13. LIST THREE (3) CREDIT OR BUSINESS REFERENCES:

Name

Address

Phone #

<u>City of Valdez</u>	<u>835 4313</u>
<u>Harris Sand & Gravel</u>	<u>835-4756</u>
<u>Crowley Petroleum</u>	<u>835-4558</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 X 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, Erik Haltness
(Individual Name)

I, _____
(Individual Name)

I, Erik Haltness On Behalf of Haltness Equipment LLC
(Representative's Name) (Organization's Name)

PO 2989 Valdez, AK 99606
(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

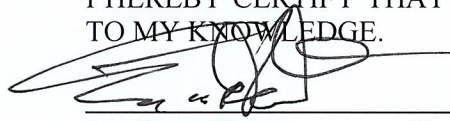
Has not failed to pay a deposit or payment due the City in relation to
City-owned real property in the previous five (5) years; and

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

Applicant Signature Date

Erik Haltness
Print Name

Print Name

Comdev/data/forms/LandLease&SalesForms/AppforLeaseofCityLand

From: Lisa Von Bargaen lvonbargaen@ci.valdez.ak.us
Subject: RE: Gravel Lease Discussion
Date: July 7, 2017 at 10:43 AM
To: Erik Haltness erik@haltness.com

Thank you so much Erik for your kind words. See you on one of my trips home. Lisa

From: Erik Haltness [<mailto:erik@haltness.com>]
Sent: Monday, July 03, 2017 9:08 AM
To: Lisa Von Bargaen
Subject: Re: Gravel Lease Discussion

Lisa,

I am traveling back to Valdez today, we have been at our place in E. Washington for the past week and kind of "off the grid". I will reach out to Annmarie this week.

Best of luck to you on your future endeavors. I am disappointed to see you leave Valdez, I think the "City of Valdez" and the community of Valdez as a whole are taking a huge loss from your departure. However, I'm sure this must be a great new opportunity for you personally and professionally and that I get, and wholeheartedly support.

I look forward to seeing you on your return visits to Valdez or wherever our paths may cross.

Sincerely

Erik Haltness

Sent from my iPhone

On Jun 27, 2017, at 2:36 PM, Lisa Von Bargaen <lvonbargaen@ci.valdez.ak.us> wrote:

Hi Erik,

The City has begun an aggressive flood mitigation program for all three of the major rivers in the community. This includes rethinking the way gravel extraction is handled in and adjacent to the rivers. We would like to have a discussion with you about your current lease along the Valdez Glacier Stream. As you may know I am leaving the City of Valdez on July 7th to take another position out of town. AnnMarie Lain will assume of the role of Community Development Director upon my departure. She will be your primary contact on this matter moving forward. I wanted to reach out to you via email to put the two of you together as it is quite likely a meeting is not possible prior to my departure. I have copied AnnMarie on this email and I hope that you will contact her about an appropriate time the two of you can meet to discuss this subject.

On another note, it have been my pleasure to work with you over the years. Hopefully I will have the opportunity to run into you from time to time when I am back to visit my family. Take care. Lisa

Haltness Equipment LLC Gravel Lease Timeline

The purpose of this document is to show the some history and describe the events that have led Haltness Equipment LLC to appeal to the City of Valdez for special consideration on our application for lease or possible parcel swap for our current lease.

September 1990

Johnson Sand & Gravel assigns City of Valdez gravel lease of 126 acres to Haltness Equipment with City of Valdez consent.

November 1992

City reduces gravel lease to 50 acres and signs lease to Haltness for 20 years.

November 2002

Harris Sand & Gravel assigns 10 acre City gravel lease to Haltness , increasing Haltness lease to 60 acres

October 2012

City renews lease with Haltness for 10 year period expiring October 2022

June 2017

City of Valdez planning department contacts Haltness Equipment about an aggressive flood mitigation program and the future of gravel leases on the Glacier Stream. At that time the Glacier Stream was quickly eroding sections of the current gravel lease and was threatening the road and landfill.

Upon meeting with the City, Haltness Equipment LLC conveyed to city personnel that we were no longer extracting (pit run) gravel from the property and we're only removing gravel that was previously processed and stockpiled in the uplands. It was also stated at that time that Haltness Equipment LLC had no intention of doing gravel extraction in the future but would like to keep the lease through its expiration in 2022 for storage of left over construction materials and equipment from the gravel extraction business and our predecessors left over equipment. (Johnson Sand & Gravel who was in business in Valdez from the 40s until the late 80s).

The City personnel felt comfortable with my response at that time and no other contact about this subject took place.

2017-2018

Glacier Stream continued to erode the areas used for storage to the point where materials and equipment was moved several times to keep it out of the flowing river.

October 2018

Due to ongoing flooding and erosion Haltness Equipment decided to do a major clean up and reorganization of the area being used. During this time we hauled several truck loads of scrap and materials to the dump and consolidated what was left in a newly cleared area to the north of original storage site.

Haltness Equipment LLC Gravel Lease Timeline

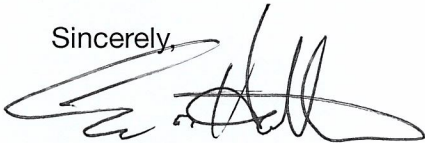
June 2019

Due to major flooding and erosion threatening all stored equipment and materials we approached the City for help with a solution to ongoing threat of Glacier Stream flooding and erosion of current lease. At that time we obtained a temporary land use permit for the land parcel we are proposing for a swap and staged all of our materials and equipment we plan on storing into the future.

In conclusion, Haltness Equipment LLC would like to appeal to the Planning Department, the Planning & Zoning Commission and the City Council for a policy exception in this case. We understand that the code does not address some of the issues we are requesting here, however we believe it is in the best interest of all parties involved to make this swap and continue to allow us to lease only Parcel 800 as a storage only lease at comparable rate for 20 acres for the remainder of the original lease term (through October 2022). We have spent several days moving equipment and materials due to the encroaching river. At some point it will become uneconomical to continue these moves with leased property and we may be forced to relocate all of these items to our owned property in Downtown Valdez. With the current push towards downtown beautification that seems counterproductive.

Thank you for your thoughtful consideration on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erik Haltness', with a stylized flourish at the end.

Erik Haltness
Haltness Equipment LLC
Haltness Construction Inc.
ATM Properties LLC

Erik

JOHNSON SAND & GRAVEL, INC.

BOX 5
VALDEZ, ALASKA 99606
PHONE 835-4513

September 7, 1990

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

Attn: David Dengel

Dear Mr. Dengel,

The City of Valdez has consented to Johnson Sand & Gravel, Inc. assigning to Haltness Equipment Co., their gravel lease with the City of Valdez, described as follows:

All of the W.1/2, N.E.1/4, and that portion of the N.W.1/4 of Section 1, Township 9 south, Range 6 West, Copper River Meridian, State of Alaska, lying southeasterly of the Valdez Glacier Quarry Haul Road, State of Alaska F.U.P. No. 24401, as recorded on Page 271 in Book 50, records of the Valdez Recording District.

Less that certain 10 acre parcel of land designated as Preference Sale and the adjoining properties in the said N.W.1/4 lying southerly and adjacent to the south line of said parcel.

Subject to easements, restrictions, and reservations of record, if any.

And equals 126 acres, more or less.

Johnson Sand & Gravel, Inc. is assigning these lease rights to Erik A. Haltness, Haltness Equipment Co.

Lease Assignment
September 7, 1990
Page 2

JOHNSON SAND & GRAVEL, INC.

DATED: 9-7-90

By: Joyce J. Johnson
Joyce J. Johnson, President

LESSEE:

HALTNESS EQUIPMENT CO.

DATED: 9-7-90

By: Erik A. Haltness
Erik A. Haltness, Owner

LESSOR:

CITY OF VALDEZ

DATED: 9-11-90

By: Lynn Chrystal
Lynn Chrystal, Mayor

DATED: 9-11-90

Attest: Jeanne Donald
Jeanne Donald, City Clerk

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 7th day of September, 1990, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared JOYCE J. JOHNSON, known to me and to me know to be the President of JOHNSON SAND & GRAVEL, INC. and know to me to be the individual named in and who executed the foregoing document and she acknowledged to me that she was authorized to execute the foregoing document on behalf of JOHNSON SAND & GRAVEL, INC. by authority granted her by JOHNSON SAND & GRAVEL, INC. for the uses and purposes therein set forth.



MEMORANDUM OF LEASE FOR RECORDATION

KNOW ALL MEN BY THESE PRESENTS:

CITY OF VALDEZ, ALASKA, a municipal corporation, has leased to **Haltness Construction, Inc.** that land situated in the Valdez Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

Lots 1, 2 and 3 and Lots 1 and 3, Block 4, Gravel Lease Subdivision, recorded in the Valdez Recording District as Plat No. 92-5

and

NESS SURVEY, recorded in the Valdez Recording District as Plat 80-8

The term of this lease is ten (10) years commencing on October 5, 2012 and expiring October 4, 2022.

This notice is intended to simply make a matter of public record the execution of such lease dated October 25, 2012, and is not intended to set forth all of the terms and conditions therefore for which reference must be made to the complete lease instrument in the hands of the Lessor and/or the Lessee.

LESSOR:

CITY OF VALDEZ, ALASKA

By: David C. Cobb

David C. Cobb, Mayor

Attest: Sheri L. Pierce

Sheri L. Pierce, MMC, City Clerk

LESSEE:

HALTNESS CONSTRUCTION, INC.

By: Erik Haltness

Erik Haltness

Title President

STATE OF ALASKA)
VALDEZ RECORDING DISTRICT)ss.
THIRD JUDICIAL DISTRICT)

Upon Recording Return to:
City of Valdez-CEDD
P.O. Box 307
Valdez, Alaska 99686

THIS IS TO CERTIFY that on this 20TH day of November, 2012 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Erik Haltness know to me and to me be known to be the individual named in and who executed the foregoing document, and he acknowledged to me that he executed the foregoing document as his free and voluntary act for the uses and purposes therein set forth.

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

Notary Public
JANINE VADEBONCOEUR
State of Alaska

My Commission Expires September 26, 2013

Janine Vadeboncoeur
Notary Public in and for the State of Alaska
My Commission Expires: 09-26-2013

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

HALTNESS EQUIPMENT LLC

PO BOX 2989 VALDEZ AK 99686

owned by

HALTNESS EQUIPMENT LLC

is licensed by the department to conduct business for the period

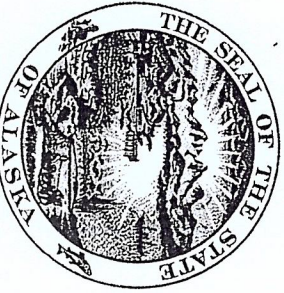
October 31, 2018 through December 31, 2020
for the following line of business:

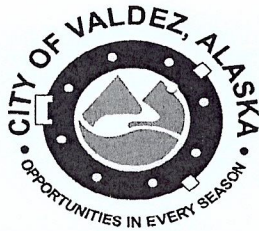
53 - Real Estate, Rental and Leasing

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.

Mike Navarre





**CITY OF VALDEZ, ALASKA
BUSINESS REGISTRATION #135**

This is to certify that

Haltness Equipment LLC

NAME OF BUSINESS

Haltness Equipment LLC

OWNER

PO Box 2989
Valdez AK 99686

ADDRESS

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

Business Registrar
City of Valdez, Alaska

12/31/2019

Expiration Date

NOTE: BUSINESS REGISTRATIONS are required to be renewed yearly.



0 225 450 900 Feet

Date: 8/28/2019

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

REQUESTED LEASE AREA

PARCEL 2 TRACT AASLS 79-116



Legislation Text

File #: 19-0411, **Version:** 1

ITEM TITLE:

Procurement Report: Purchase Order with Harris Sand & Gravel, Inc. for Riprap Supply in the amount of \$79,100.

SUBMITTED BY: Scott Benda, Senior Project Manager

FISCAL NOTES:

Expenditure Required: \$79,100.00

Unencumbered Balance: \$354,202.90

Funding Source: 350-0700-55000

RECOMMENDATION:

Receive and File.

SUMMARY STATEMENT:

The 2019 Riprap Supply RFQ allowed for an option to purchase additional materials up to 50% of the bid quantity at the unit price. The Lowe River is presently flowing against the dike system at Alpine perpetuating erosion. After surveying the initial supply delivered and the areas of needed maintenance, Capital Facilities, Public Works, and the administration elected to exercise the quote option to purchase additional riprap. The City received a good number on riprap with this bid and the new purchase order is an excellent value.

HS&G will provide an additional 1,400 cubic yards of Class III riprap to be delivered to groin #1 in Alpine Woods for \$79,100.00.

This report is filed per City Procurement Code 2.80.040.

FROM

PURCHASE ORDER

CITY OF VALDEZ

SEND
INVOICES
TO:CITY OF VALDEZ
P.O. BOX 307 VALDEZ, ALASKA 99686
PHONE: (907) 835-4313 FAX: (907) 835-2992

PURCHASE ORDER NUMBER

76476

S
H
I
P
T
OCity of Valdez
P.O. Box 307
Valdez, AK 99686

DATE DELIVERY REQUIRED

DATE OF ORDER

9-5-19

F.O.B. POINT

SHIP VIA

VENDOR: Harris Sand & Gravel Inc.
P.O. Box 6
Valdez, AK 99686

1. Send all invoices in duplicate to address noted above.
2. Do not overship or substitute. Unless so authorized in writing.
3. **P.O. Number & Receiving Dept. name must appear on all documents relating to this order.**

4. Inquiries relating to this order:
Contact: Scott Bode
Telephone: () 907-835-5478
Fax: () 907-835-5574

PAGE ____ OF ____ PAGES

QUANTITY	UNIT	ITEM & DESCRIPTION	UNIT PRICE	AMOUNT
1400	CY	Class III Riprap 1400 CY to be delivered to Alpine Woods. Stockpile location will be behind groin #1 off Chalet Drive. Per RFQ of 7-25-19	\$56.50 per CY	\$79,100.00
DEPARTMENT CODE: 350-0700-55000			TOTAL ALL PAGES	\$79,100.00

APPROVED
FOR PURCHASES
ABOVE \$5000.00

FINANCE DIRECTOR / CITY MANAGER

DATE

APPROVED
FOR PURCHASES
\$5000.00 OR LESS

DEPARTMENT AUTHORIZATION

DATE

DISTRIBUTION: WHITE / VENDOR YELLOW / FINANCE PINK / FRONT OFFICE GOLDENROD / DEPT. FILE COPY



Legislation Text

File #: 19-0412, **Version:** 1

ITEM TITLE:

Procurement Report: Professional Services Agreement with RSA Engineering, Inc. VHS Generator Replacement - Design

SUBMITTED BY: Thomas Sanborn, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$42,506

Unencumbered Balance: \$75,000

Funding Source: 350-0310-55000.1808

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

Project Description: This is the design contract to replace the backup generator at Valdez High School.

Schedule: The Contractor has 90 days from the date of the Notice to Proceed to deliver the completed design.

This report is filed per City Procurement Code 2.80.040 (procurement) 2.80.050 (change orders and contract amendments).



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and RSA ENGINEERING, INC. ("Consultant") is effective on the 20th day of September, 2019.

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

**Project: VHS Generator Replacement – Design
Project No: 19-350-1808
Contract No.: 1549
Cost Code: 350-0310-55000.1808**

Consultant's project manager under this agreement is Davin Blubaugh.

Consultant's project manager may not be changed without the written consent of the City.

City's project manager is Tom Sanborn.

ARTICLE 1. Scope of Work

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

ARTICLE 3. Period of Performance

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 90 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.



ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

<u>Type of Insurance</u>	<u>Limits of Liability</u> <u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$ 100,000	\$ 300,000
Commercial General Liability*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	\$ 100,000	\$ 300,000
Professional Liability*	\$1,000,000	\$2,000,000

*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

ARTICLE 6. Appendices

6.1 The following appendices are attached to this agreement and incorporated herein:

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
B	Basis of Compensation
C	General Conditions

Agreement for Professional Services
Project: VHS Generator Replacement - Design
Project No.: 19-350-1808
Contract No.: 1549
Cost Code: 350-0310-55000.1808



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.

RSA ENGINEERING, INC.

BY: Roz We

DATE: 9/17/19

TITLE: President

FEDERAL ID #: 92-0117797

1670 W. Fireweed Ln #200
Mailing Address

Anchorage, AK 99503
City, State, Zip Code

Cheryl Chappel
Signature of Company Secretary or Attest

Date: 9/17/19

CITY OF VALDEZ, ALASKA

APPROVED:

Roxanne Murphy
Roxanne Murphy, Interim City Manager

City Manager

Date: 9/20/19

ATTEST:

Sheri L. Pierce deputy for
Sheri L. Pierce, MMC, City Clerk

Date: 9.20.19

RECOMMENDED:

Scott Berde
Nathan Duval, Capital Facilities Director
Scott Berde

Date: 9/20/19

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jon S. Wakeland
Jon S. Wakeland

Date: 9.13.19

Agreement for Professional Services
Project: VHS Generator Replacement - Design
Project No.: 19-350-1808
Contract No.: 1549
Cost Code: 350-0310-55000.1808



Appendix A

Scope of Work

BASIC SERVICES

Provide all engineering and support services necessary to provide the City of Valdez:

Design services for the replacement of the backup electrical generator at Valdez High School, including support services during the bidding and construction phases.

The scope of work is more specifically described in the attached proposal dated August 28, 2019 which is incorporated herein by reference.

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 the proposed fee and shall not exceed \$42,506.00 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

August 28, 2019

City of Valdez – Capital Facilities
PO Box 307
Valdez, AK 99686

ATTENTION: Tom Sanborn

Dear Tom,

**REFERENCE: Valdez High School Generator Replacement and
Pool Energy Metering Addition
Mechanical and Electrical Engineering Fee Proposal**

RSA Engineering is pleased to offer a fee proposal for mechanical and electrical engineering services for the referenced project. We have based our scope of work on the email and telephone correspondence between you and Davin Blubaugh in our office, along with the following assumptions:

General:

- Scope:
 - The City of Valdez (COV) would like to replace the existing standby diesel generator at the Valdez High School with a new generator, sized to carry the entire load of the building.
 - Given the limited space available for a new generator, the COV prefers to disconnect the existing Middle School walk-in generator module and provide a generator module sized to carry the load of both the Middle School and High School. In this scenario, the Middle School generator module would be relocated and installed at the Valdez Elementary School under a separate project. The existing High School generator would be demolished entirely and the building surrounding the generator would remain for storage use by the school.
 - The second option is to demolish the High School generator and the surrounding building, and provide a new generator module in the same location. This option would require relocating the existing pool chemical storage room that is currently housed in the same outbuilding as the generator.
 - RSA will evaluate both options and provide a cost/benefit analysis documenting our recommended approach. Cost estimating will be on an engineering rough order of magnitude (ROM) basis only.
 - This project also includes the addition of thermal and electrical energy meters to the existing Pool infrastructure.
- Site Visits:
 - 65% Plan-in-hand Site Visit: One mechanical and one electrical engineer will travel to Valdez to verify the existing conditions of the various facilities. It is assumed that this day trip will occur at the same time as the Valdez Elementary School Generator Replacement project site visit.
 - Final Completion Inspection: We have included one final completion inspection for a mechanical and electrical engineer within our Construction Administration fees.

- Deliverables:
 - A 35% Document submittal will include the cost/benefit analysis and schematic level drawings for the two generator options. Energy metering design will not be included within the 35% submittal.
 - A 65% Document submittal will include drawings and specifications for the selected generator option and the energy metering addition.
 - 100% Construction documents will include final drawings and specifications in pdf format for the COV's bidding efforts. Specifications will be bound CSI format. RSA assumes the COV will prepare the front end Division 0 and Division 1 specifications.
- Permitting: We will answer any questions that come up during the plan review process and issue any sketches or clarifications as required.
- Bid phase: Services include preparation of addenda material and teleconference presence at the prebid meeting (if requested).
- Construction phase services include submittal review, DCVR review/response, one construction inspection (as previously mentioned), review of operation and maintenance manuals, and preparation of record drawings based upon contractor generated redline mark-ups.

Mechanical:

- RSA's mechanical design will include:
 - Demolition drawings to accommodate the removal of the existing generator(s), appurtenances and surrounding building, as applicable.
 - Fuel piping design to the new generator module.
 - Performance specification for the necessary DDC connections to the new generator for monitoring of status and alarms.
 - New metering to monitor the thermal energy (BTU) of the High School Pool area.

Electrical:

- RSA's electrical design will include:
 - Demolition drawings to accommodate the removal of the existing generator(s), appurtenances and surrounding building, as applicable.
 - A new standby diesel generator sized to carry the full load of the High School and Middle School if that option is selected. The generator will be specified as a packaged unit within a weatherproof, sound-attenuated, walk-in style arctic enclosure with 24-hour sub-base fuel tank.
 - New automatic transfer switch(es) and electrical distribution equipment located within the walk-in enclosure, where applicable.
 - A new automatic, duct-mounted load bank sized to maintain the manufacturer's minimal loading on the generator at all times.
 - Coordination with Copper Valley Electric for the modifications to the High School and Middle School electrical services, as applicable.
 - New metering to monitor the electrical demand (kW) and energy consumption (kWh) for the High School Pool area.

August 28, 2019

Exclusions:

- Architectural, structural engineering, civil engineering, and environmental/hazmat services are not included as they are not anticipated to be necessary at this time. If these services are required in the future, we propose to negotiate costs for the work at that time.
- Permitting fees are excluded. We assume that the only formal review will be done by the State Fire Marshal and any associated fees will be covered by the City of Valdez.
- Travel delays are not included in our fee for site visits outside of Anchorage. Travel delays will be billed up to 8 hours per day of actual time including reimbursable expenses incurred.
- Commissioning services, LEED services, and cost estimation services (other than the ROM cost/benefit analysis) are not included in our proposal. If these services are desired in the future, we propose to negotiate costs for the work at that time.

RSA proposes the following lump sum fees for this project:

<u>Project Deliverables</u>	<u>Mechanical</u>	<u>Electrical</u>	<u>Travel Costs</u>	<u>Total</u>
35% Concept Design & Analysis	\$3,065.00	\$5,315.00		\$8,380.00
65% Design Development	\$3,685.00	\$9,965.00	\$1,353.00	\$15,003.00
100% Construction Documents	\$1,425.00	\$4,655.00		\$6,080.00
Design Subtotal:	\$8,175.00	\$19,935.00	\$1,353.00	\$29,463.00
In-Office C/A	\$2,360.00	\$5,250.00		\$7,610.00
Inspection	\$1,980.00	\$2,100.00	\$1,353.00	\$5,433.00
C/A Subtotal:	\$4,340.00	\$7,350.00	\$1,353.00	\$13,043.00
GRAND TOTALS:	\$12,515.00	\$27,285.00	\$2,706.00	\$42,506.00

Please review and advise if this proposal is acceptable by signing below and returning a copy to our office as our notice to proceed. We look forward to working with you on this project.

Sincerely,



Roger Weese, P.E., RCDD
President

db/bpp//rlw/hhm
19-0387/P19-253

Accepted for the City of Valdez



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.

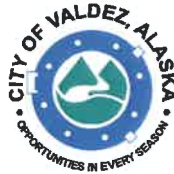
Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

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.

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 employed 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:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified 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

Agreement for Professional Services
Project: VHS Generator Replacement - Design
Project No.: 19-350-1808
Contract No.: 1549
Cost Code: 350-0310-55000.1808



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.

V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance that are attributable to the Scope of Work created by change orders.

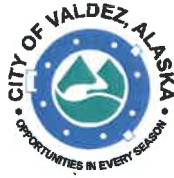
Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

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.

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 nonconformance with 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 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.

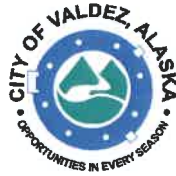
XI. Independent Consultant:

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 for Professional Services
Project: VHS Generator Replacement - Design
Project No.: 19-350-1808
Contract No.: 1549
Cost Code: 350-0310-55000.1808



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.

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 in which subcontract amount exceeds \$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

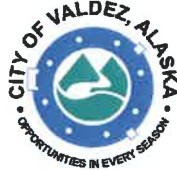


to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event 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 that 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 that 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, within 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.

Agreement for Professional Services
Project: VHS Generator Replacement - Design
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- 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.

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 that 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 payment of such taxes 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.



Legislation Text

File #: 19-0413, **Version:** 1

ITEM TITLE:

Procurement Report: Professional Services Agreement with RSA Engineering, Inc. for HHES
Generator Replacement - Design

SUBMITTED BY: Thomas Sanborn, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$37,063

Unencumbered Balance: \$75,000

Funding Source: 350-0310-55000.1807

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

Project Description: This is the design contractor for the replacement of the backup generator at Herman Hutchins Elementary School

Schedule: The contractor has 90 days from the date of the Notice to Proceed to deliver the completed design.

This report is filed per City Procurement Code 2.80.040 (procurement) 2.80.050 (change orders and contract amendments).



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and RSA ENGINEERING, INC. ("Consultant") is effective on the 20th day of September, 2019.

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

**Project: HHES Generator Replacement – Design
Project No: 19-350-1807
Contract No.: 1548
Cost Code: 350-0310-55000.1807**

Consultant's project manager under this agreement is Davin Blubaugh.

Consultant's project manager may not be changed without the written consent of the City.

City's project manager is Tom Sanborn.

ARTICLE 1. Scope of Work

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

ARTICLE 3. Period of Performance

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 90 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.



ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$ 100,000	\$ 300,000
Commercial General Liability*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	\$ 100,000	\$ 300,000
Professional Liability*	\$1,000,000	\$2,000,000

*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

ARTICLE 6. Appendices

6.1 The following appendices are attached to this agreement and incorporated herein:

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
B	Basis of Compensation
C	General Conditions

Agreement for Professional Services
Project: HHES Generator Replacement - Design
Project No. 19-350-1807
Contract No. 1548
Cost Code: 350-0310-55000.1807



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.

RSA ENGINEERING, INC.

BY: Rog Wen

DATE: 9/17/19

TITLE: President

FEDERAL ID #: 92-0117797

670 W. Fireweed Ln #200
Mailing Address

Anchorage, AK 99503
City, State, Zip Code

Chanel Chappel
Signature of Company Secretary or Attest

Date: 9/17/19

**CITY OF VALDEZ, ALASKA
APPROVED:**

Roxanne Murphy
Roxanne Murphy, Interim City Manager

City Manager

Date: 9/20/19

ATTEST:

Sheri L. Pierce deputy for
Sheri L. Pierce, MMC, City Clerk

Date: 9.20.19

RECOMMENDED:

Scott Bende
Nathan Duval, Capital Facilities Director
Scott Bende
Date: 9/20/19

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

Jon S. Wakeland
Jon S. Wakeland
Date: 9.13.19

Agreement for Professional Services
Project: HHES Generator Replacement - Design
Project No. 19-350-1807
Contract No. 1548
Cost Code: 350-0310-55000.1807



Appendix A

Scope of Work

BASIC SERVICES

Provide all engineering and support services necessary to provide the City of Valdez:

Design services for the replacement of the backup electrical generator at Valdez High School, including support services during the bidding and construction phases.

The scope of work is more specifically described in the attached proposal dated August 28, 2019 which is incorporated herein by reference.

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 the proposed fee and shall not exceed \$37,063.00 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

August 28, 2019

City of Valdez – Capital Facilities
PO Box 307
Valdez, AK 99686

ATTENTION: Tom Sanborn

Dear Tom,

**REFERENCE: Valdez Elementary School Generator Replacement
Mechanical and Electrical Engineering Fee Proposal**

RSA Engineering is pleased to offer a fee proposal for mechanical and electrical engineering services for the referenced project. We have based our scope of work on the email and telephone correspondence between you and Davin Blubaugh in our office, along with the following assumptions:

General:

- Scope:
 - The City of Valdez (COV) would like to replace the existing standby diesel generator at the Valdez Elementary School with a new generator, sized to carry the entire load of the building.
 - The COV prefers to disconnect the existing Middle School walk-in generator module and relocate it to the Valdez Elementary School. The existing Elementary School generator and surrounding building would be demolished entirely to provide space for the relocated generator module.
 - Another option would be to demolish the generator, yet leave the surrounding building in place for storage use by the school. The relocated generator module would be located elsewhere onsite, in a location to be determined by RSA in conjunction with the COV.
 - If relocating the Middle School generator module does not prove beneficial, a new generator module will be designed and specified. The location options will remain the same as previously stated.
 - Reuse of the existing generator building to fit a new generator, without enclosure, does not appear to be a viable option at this time. RSA will verify this assumption during the concept design phase.
 - RSA will evaluate all options and provide a cost/benefit analysis documenting our recommended approach. Cost estimating will be on an engineering rough order of magnitude (ROM) basis only.
- Site Visits:
 - 65% Plan-in-hand Site Visit: One mechanical and one electrical engineer will travel to Valdez to verify the existing conditions of the various facilities. It is assumed that this day trip will occur at the same time as the Valdez High School Generator Replacement project site visit.
 - Final Completion Inspection: We have included one final completion inspection for a mechanical and electrical engineer within our Construction Administration fees.

- **Deliverables:**
 - A 35% Document submittal will include the cost/benefit analysis and schematic level drawings for the generator options.
 - A 65% Document submittal will include drawings and specifications for the selected generator option.
 - 100% Construction documents will include final drawings and specifications in pdf format for the COV's bidding efforts. Specifications will be bound CSI format. RSA assumes the COV will prepare the front end Division 0 and Division 1 specifications.
- **Permitting:** We will answer any questions that come up during the plan review process and issue any sketches or clarifications as required.
- **Bid phase:** Services include preparation of addenda material and teleconference presence at the prebid meeting (if requested).
- **Construction phase services** include submittal review, DCVR review/response, one construction inspection (as previously mentioned), review of operation and maintenance manuals, and preparation of record drawings based upon contractor generated redline mark-ups.

Mechanical:

- RSA's mechanical design will include:
 - Demolition drawings to accommodate the removal of the existing generator, appurtenances and surrounding building, as applicable.
 - Fuel piping design to the relocated/new generator module.
 - Relocating fuel pumps for the school boilers that are currently located in the generator building.
 - Performance specification for the necessary DDC connections to the relocated/new generator for monitoring of status and alarms.

Electrical:

- RSA's electrical design will include:
 - Demolition drawings to accommodate the removal of the existing generator, appurtenances and surrounding building, as applicable.
 - Coordination with Copper Valley Electric for the modifications to the Elementary electrical service.
 - Drawings showing the relocation and reinstallation of the Middle School Generator if that option is selected – OR –
 - A new standby diesel generator sized to carry the full load of the Elementary School if that option is selected. The generator will be specified as a packaged unit within a weatherproof, sound-attenuated, walk-in style arctic enclosure with 24-hour sub-base fuel tank.
 - A new automatic transfer switch and electrical distribution equipment located within the walk-in enclosure, where applicable.
 - A new automatic, duct-mounted load bank sized to maintain the manufacturer's minimal loading on the generator at all times.

August 28, 2019

Exclusions:

- Architectural, structural engineering, civil engineering, and environmental/hazmat services are not included as they are not anticipated to be necessary at this time. If these services are required in the future, we propose to negotiate costs for the work at that time.
- Permitting fees are excluded. We assume that the only formal review will be done by the State Fire Marshal and any associated fees will be covered by the City of Valdez.
- Travel delays are not included in our fee for site visits outside of Anchorage. Travel delays will be billed up to 8 hours per day of actual time including reimbursable expenses incurred.
- Commissioning services, LEED services, and cost estimation services (other than the ROM cost/benefit analysis) are not included in our proposal. If these services are desired in the future, we propose to negotiate costs for the work at that time.

RSA proposes the following lump sum fees for this project:

<u>Project Deliverables</u>	<u>Mechanical</u>	<u>Electrical</u>	<u>Travel Costs</u>	<u>Total</u>
35% Concept Design & Analysis	\$3,065.00	\$5,315.00		\$8,380.00
65% Design Development	\$3,625.00	\$8,015.00	*	\$11,640.00
100% Construction Documents	\$1,445.00	\$3,905.00		\$5,350.00
Design Subtotal:	\$8,135.00	\$17,235.00	\$0.00	\$25,370.00
In-Office C/A	\$1,910.00	\$4,350.00		\$6,260.00
Inspections	\$1,980.00	\$2,100.00	\$1,353.00	\$5,433.00
C/A Subtotal:	\$3,890.00	\$6,450.00	\$1,353.00	\$11,693.00
GRAND TOTALS:	\$12,025.00	\$23,685.00	\$1,353.00	\$37,063.00

* - Travel Costs associated with the Plan-in-Hand Site Visit are included within RSA's High School Generator Replacement Project fee proposal.

Please review and advise if this proposal is acceptable by signing below and returning a copy to our office as our notice to proceed. We look forward to working with you on this project.

Sincerely,



Roger Weese, P.E., RCDD
President

db/bpp//rlw/hhm
19-0388/P19-254

Accepted for the City of Valdez



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.

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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.

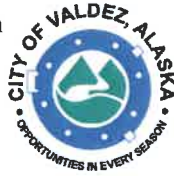
Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

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.

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 employed 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:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified 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.

V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance that are attributable to the Scope of Work created by change orders.

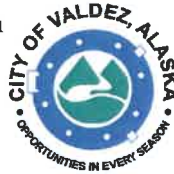
Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

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.

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.

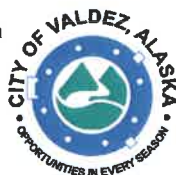
The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement (b) final payment 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 nonconformance with 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 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.

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.

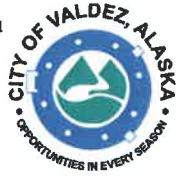
The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which subcontract amount exceeds \$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, 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 that 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 that 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, within 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.

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 that 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 payment of such taxes 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.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 19-0414, **Version:** 1

ITEM TITLE:

Council Calendars: October-December 2019

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:

Council calendars attached for reference.

October

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 7pm City Council Meeting	2 5:15pm – Library Board Meeting (@ Library)	3 6pm City Council Budget Work Session #2	4	5
6	7 6pm City Council Budget Work Session #3 7pm – Ports & Harbor Commission	8 6:30pm – PVMC HAC Meeting (@ Hospital) 7pm – Parks and Rec Commission	9 7pm – Planning & Zoning	10 6pm City Council Budget Work Session #4	11	12
13	14 6:30 pm – School Board	15 7pm City Council Meeting	16 7pm – Economic Diversification Commission	17 6:30pm – VMHA Board Meeting (@ Museum) 6pm City Council Budget Work Session #5	18 HOLIDAY	19 Flu Shot Clinic & Exercise 10am-2pm @ VHS
20	21 6pm City Council Budget Work Session #6	22 7pm – Ports & Harbor Commission	23 7pm – Planning & Zoning	24	25	26
27	28 Noon – Beautification Task Force 6:30 pm – School Board	29	30	31		

Note 1: This calendar is subject to change. Contact the City Clerk's Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting.

Updated 09.24.19

Note 2: Unless otherwise notated, all meetings and events listed on this calendar are held in City Council Chambers.

Note 3: Alaska Municipal League (and associated organizations) Conference is scheduled November 16-22. Second regular Council meeting in November likely to be moved due to AML.

November

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 7pm – Ports & Harbor Commission	5 6pm City Council Budget Public Hearing 7pm City Council Meeting	6 5:15pm – Library Board Meeting (@ Library)	7	8	9
10	11 HOLIDAY 6:30 pm – School Board	12 6:30pm – PVMC HAC Meeting (@ Hospital) 7pm – Parks and Rec Commission	13 7pm – Planning & Zoning	14 (TENTATIVE) 6pm Council Work Session (Wage Study Review)	15	16 ALASKA MUNICIPAL LEAGUE (AAMC Only)
17 ALASKA MUNICIPAL LEAGUE (AAMC Only)	18 ALASKA MUNICIPAL LEAGUE (NEO, ACoM, AMMA, AMMC, AAAO, AMAA, & AGFOA Only) 7pm – Ports & Harbor Commission	19 ALASKA MUNICIPAL LEAGUE (NEO, ACoM, AMMA, AMMC, AAAO, AMAA, & AGFOA Only)	20 ALASKA MUNICIPAL LEAGUE (AML Annual Conference) 7pm – Economic Diversification Commission	21 ALASKA MUNICIPAL LEAGUE (AML Annual Conference) 6:30pm – VMHA Board Meeting (@ Museum)	22 ALASKA MUNICIPAL LEAGUE (AML Annual Conference)	23
24 Noon – Beautification Task Force 6:30 pm – School Board	25	26 7pm City Council Meeting	27 7pm – Planning & Zoning	28 HOLIDAY	29	30

Note 1: This calendar is subject to change. Contact the City Clerk's Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting.

Updated 09.25.19

Note 2: Unless otherwise notated, all meetings and events listed on this calendar are held in City Council Chambers.

Note 3: AML NEO stands for Newly Elected Officials Training; AML Affiliate Organization Acronyms: AAMC (Alaska Association of Municipal Clerks), AMMA (Alaska Municipal Management Association, AMAA (Alaska Municipal Attorneys Association), AAAO (Alaska Association of Assessing Officers), and AGFOA (Alaska Government Finance Officers Association).

December

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 7pm – Ports & Harbor Commission	3 7pm City Council Meeting	4 5:15pm – Library Board Meeting (@ Library)	5	6	7
8	9 6:30 pm – School Board	10 6:30pm – PVMC HAC Meeting (@ Hospital) 7pm – Parks and Rec Commission	11 7pm – Planning & Zoning	12	13	14
15	16 7pm – Ports & Harbor Commission	17 7pm City Council Meeting	18 7pm – Economic Diversification Commission	19 6:30pm – VMHA Board Meeting (@ Museum)	20	21
22	23 6:30 pm – School Board	24 ½ DAY HOLIDAY	25 HOLIDAY	26 7pm – Planning & Zoning	27	28
29	30 Noon – Beautification Task Force					

Note 1: This calendar is subject to change. Contact the City Clerk's Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting.

Note 2: Unless otherwise notated, all meetings and events listed on this calendar are held in City Council Chambers.

Updated 09.20.19



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 19-0415, **Version:** 1

ITEM TITLE:

August 2019 Legal Billing Summary

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:

Please see attached legal billing summary sheet for August 2019.

BRENA, BELL & WALKER, P.C.

ROBIN O. BRENA, MANAGING ATTORNEY
JESSE C. BELL
WILLIAM M. WALKER
KEVIN G. CLARKSON
DAVID W. WENSEL
ANTHONY S. GUERRIERO
LAURA S. GOULD
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

September 17, 2019

City of Valdez
Attn: Mark Detter, City Manager
P.O. Box 307
Valdez, AK 99686

copy

From: Administration	
PO/Contract #:	
Account #:	001-5200-43200
Activity Code:	
Date:	9/18/19
Signature:	<i>[Signature]</i>

August 2019 Billing Summary Sheet

File No.	Description	\$	Amount
1374-003	Tax Cap Matters	\$	2,657.70
1374-007	City Council	\$	10,932.14
1374-008	Capital Facilities	\$	755.00
1374-009	Ports and Harbor	\$	507.50
1374-010	Finance	\$	187.50
1374-011	Administration	\$	7,034.14
1374-012	Community Development	\$	2,693.92
1374-014	Escaped Property	\$	6,517.50
1374-016	Parks and Recreation	\$	337.50
1374-017	Police Department	\$	1,525.50
1374-018	Human Resources – CONFIDENTIAL	\$	4,622.70
1374-019	Public Works	\$	260.00
1374-022	Gas Line	\$	10,843.70
1374-027	Cummings	\$	89.95
1374-029	Negotiation of TAPS Ad Valorem Settlement	\$	1,498.50
1374-030	Alyeska Spill Plan/C-Plan	\$	24,427.35
1374-031	IT	\$	637.50
1374-032	Economic Development	\$	115.00
1374-033	Fire Department	\$	90.00
1374-034	Barton (Submit to APEI for Reimbursement)	\$	40,311.01
1374-036	Code Enforcement	\$	2,843.77
1374-037	Pacific Pile & Marine Claims	\$	2,912.15
1374-040	SB 57 & HB 59	\$	1,735.25
	TOTAL	\$	123,535.28