

REGULAR AGENDA - 7:00 PM

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC BUSINESS FROM THE FLOOR
- V. CONSENT AGENDA
 - 1. <u>Approval To Go Into Executive Session RE: (1) TAPS Settlement Agreement (2)</u> Pending Litigation (3) City Manager Evaluation
 - 2. Appointment to City Ports & Harbors Commission (Three-Year Term) Mark Swanson
- VI. NEW BUSINESS
 - 1. Appointment to City Library Board (One-Year, One-Month Term) Multiple Applicants
 - 2. <u>Approval of Valdez Public Health Mandate #003 Requirement for Masks or Cloth</u> <u>Face Coverings</u>
- VII. RESOLUTIONS
 - 1. <u>#20-36 Celebrating Valdez Fisheries Development Inc., 40th Anniversary and</u> Recognizing VFDA on this Outstanding Achievement
 - 2. <u>#20-37 Authorizing a Gravel Lease for Mega Trucking, LLC on a 73.681 Acre Portion</u> of Tract A, ASLS 79-116
 - 3. <u>#20-38 Authorizing the Continuance of the COVID-19 Local Government Disaster</u> Declaration
- VIII. REPORTS
 - 1. <u>Procurement Report: Professional Services Agreement with Wolf Architecture, Inc. for</u> City Council Chamber Upgrades in the Amount of \$49,020.00
 - 2. Quarterly Financial Statements for period ending 3/31/2020
 - 3. <u>Comprehensive Plan Update</u>
 - 4. <u>Change Order Report: Contract with Harris Sand & Gravel for Pavement Management</u> Phase 1 - West Egan Drive.
- IX. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS

- 1. City Manager Report
 - 1. <u>City Manager's Report July 7, 2020</u>
- 2. City Clerk Report
- 3. City Attorney Report
- 4. City Mayor Report
- X. COUNCIL BUSINESS FROM THE FLOOR
- XI. EXECUTIVE SESSION
- XII. RETURN FROM EXECUTIVE SESSION
- XIII. ADJOURNMENT
- XIV. APPENDIX
 - 1. <u>Council Calendar July 2020</u>



Legislation Text

File #: 20-0290, Version: 1

ITEM TITLE:

Approval To Go Into Executive Session RE: (1) TAPS Settlement Agreement (2) Pending Litigation (3) City Manager Evaluation

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:

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.

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Legislation Text

File #: 20-0291, Version: 1

ITEM TITLE:

Appointment to City Ports & Harbors Commission (Three-Year Term) - Mark Swanson

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Appoint Mark Swanson to a three-year term on the City Ports & Harbors Commission

SUMMARY STATEMENT:

One vacancy exists on the City Ports & Harbors Commission due to term expiration.

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

Mark Swanson

Appointee will serve a three-year term, expiring June 2023.

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Application Form

Profile

Mark	Swanson		
First Name	Last Name		
emmiekswanson@gmail.com			
Email Address			
Valdez Mailing Address (F	PO BOX # or HCI BOX #)		
PO Box 851			
1553 Dewey Court			
Home Address		Suite or Apt	
Valdez		AK	99686
		State	Postal Code
City			
	Home: (907) 255-1984		
City Home: (907) 835-2541 Primary Phone	Home: (907) 255-1984		
Home: (907) 835-2541			

Which Boards would you like to apply for?

Ports & Harbors Commission: Reapplying

Question applies to multiple boards

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

Yes.

How did you learn about this vacancy? *

✓ I am a Current Board/Commission Member

Interests & Experience

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

I have served on the Ports and Harbors commission for several terms as its chair person and have been involved from the inception of the new harbor Planning and construction project since my days as captain of the port (2002-2005) and directly involved in its funding and implementation as a member of the P&H commission since 2010. The commission in addition to seeing The final details of that major project through with the build out of still missing fueling Facility and dry stack storage is now engaged in following through with the City council approved Valdez waterfront master plan which entailA among other items the continued progress on building out the old sea otter waterfront footprint for the benefit of our community and businesses. i would like to help continue with both projects. As the recent pandemic has shown Our vibrant waterfront businesses are this city's most resilient economic lifeline and a source of community enjoyment and pride. I'd like to continue in assisting the Ports and Harbors commission in shaping and executing the community vision for our ever improving Valdez waterfront.

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

Resume with work, education, and relevant experience attached. I have served as a member and currently also serve as chair of the PWS college council.

Swanson_Resume_2017.doc Upload a Resume or Letter of Interest

MARK A. SWANSON 1553 Dewey Court, Valdez, AK 99686 P.O Box 851 Cell phone 907 255 1984

Education: M.Sc. Mechanical Engineering, Univ. of Michigan, Ann Arbor, MI, 08/1990
 M.Sc. Naval Architecture & Marine Engineering, Univ. of Michigan, Ann Arbor, Michigan, 08/1990
 B.S. Naval Architecture & Marine Engineering, U. S. Coast Guard Academy, New London, Connecticut, 05/1984

Employment:

2016 – Present: Retired		
2010-2016 E	xecutive Director, Prince William Sound Regional Citizens' Advisory	
	Council	
2008 - 2010: E	Emergency Response Manager, Shell Trading (Shipping) Houston, TX	
2005 - 2008: I	Lloyd's Register North America, Inc., Houston, TX	
	Business Development Manager, External Training Manager,	
	Marine Training Services Instructor, Internal Quality Auditor	
2002 – 2005:	USCG Marine Safety Office, Valdez,, AK	
	Commanding Officer, Captain of the Port, Federal On-Scene	
	Coordinator, Federal Maritime Security Coordinator, Prince William Sound	
	USCG Marine Safety Office, Houston-Galveston	
:	2001 -2002: USCG Executive Officer, Alternate Captain of	
	the Port, Alternate Federal On-Scene Coordinator	
	1999 - 2001: Chief, Inspections Dept	
	1998 - 1999: Assist Chief, Port Operations Department	
	1996 - 1998: Chief, Foreign Vessels Branch	
1994 - 1996: N	World Maritime University, Malmö, Sweden	
]	Lecturer, USCG / IMO Naval Architecture, Marine Engineering	
	Coast Guard Marine Safety Center, Washington, DC	
	USCG Staff Naval Architect, Salvage Team Member	
	U.S. Navy Damage Control Assistant School, Newport, RI	
	USCG / USN Naval Architecture and Emergency Salvage Instructor	
1984-'86: U.S. Coast Guard Cutter UTE, Key West, FL		
1	USCG Student Engineer, Assist Engineer Officer, Deck Watch Officer,	
	Law Enforcement Boarding Officer	
	U. S Coast Guard Academy, New London, CT	
1	USCG Sailing and Nautical Skills instructor	

Skills and Abilities

Engineering / Technical Expertise

Accomplished Instructor / Lecturer:

Shell Emergency Response Incident Commander and Incident Command System Instructor. Lloyd's Register accredited instructor for Risk Management, Incident Investigation, Ballast Water Management, LNG Shipping, Hull Inspections & Damage Repair, Ship Classification & Statutory Surveys. USN, USCG and IMO accredited instructor for Naval Architecture (ship design, intact & damage stability, structures, sea-keeping, motions, load analysis, ship powering and propulsion) Mechanical Engineering, Fluid Mechanics, Mechanics of Materials, Finite Element analysis Advanced engineering mathematics (calculus, differential equations, linear algebra)

Accomplished reviewing approving engineer:

Ship construction, structures and stability regulatory compliance review specializing in: Novel materials (FRP, Carbon Fiber, sandwich composites, epoxy-wood-FRP laminates)Novel hull forms (SWATH, Hydrofoils, hovercraft, MODUs Lift boats, Surface piercing catamarans, sail craft etc.)

Led various teams responsible for enforcing all domestic and international regulatory requirements for passenger and commercial ships and domestic vapor control and water pollution prevention regulations for all (153 +) oil and chemical terminals in Houston, TX and in Valdez, AK (1996 – 2005) Significant operational and technical salvage engineering expertise

Led Shell's technical and representative interaction with west coast (WA, CA, OR) Area Contingency Plan Committees, and regulatory bodies

People & Project Management,

Organized and led Shell's participation in 140 person spill (PREP) exercise 2009.

Outfitted, staffed, trained, and commissioned 4-vessel search and rescue and homeland security small boat station 2002-'04

Developed and successfully marketed new business product (Marine Training) throughout North and Central America

Oversaw 10M\$ in re-capitalization /construction projects :

56 new family garage units (2002)

replaced 3 electronic support and facility maintenance buildings (2004-'05)

Replaced community social & recreation center (2002)

Digital upgrade of microwave links to 7 remote communications sites (2004)

Installation of Infrared port security surveillance system

Led regulated industry to first ever "zero-Alaskan-oil-spills" year (2003)

Led top performing USCG unit in Pacific Area 2002-'03

Led top performing USCG unit in Alaska 2004

Maritime Security:

Directed initial Post 9/11 security response actions for Port Of Houston, Texas Delivered ISPS / MTSA implementation training at international conference Vladivostok Maritime College, (October 2004)

Led on-time, zero-deficiency, Alaskan area implementation of MTSA/ISPS code

Chartered & chaired Prince William Sound Area Maritime Security Committee

Served as Incident Commander for month-long multi-agency Trans- Alaskan Pipeline Security Operation "White Christmas" (2003-'04)

Spill Response / Environmental protection:

Currently serving as staff leader for PWS region's premier citizen environmental group. Organized and directed Shell's participation in 2009 PREP exercise Yabucoa Puerto Rico Chemical Refinery. Lead numerous QI drills and Tier I response exercises for Shell facilities throughout North America. Member, and manager of Shell's National Response Team and Away Team.

As lead Federal Responder, Organized and directed 2004 "NPREP" Prince William Sound area wide oil-spill preparedness exercise

Overall lead Federal Official directing spill response efforts for multiple major and minor Houston and minor Alaskan area spills (1998, 2001-'05)

Expanded Prince William Sound regional Spill response capabilities for non TAPS oil spills with two historic USCG-Tribal spill-response Memorandums of Understanding

Salvage Engineer 1993 Tampa Bay Ocean 255, Maritrans collision & Oil Spill

Ballast Water, Inert Gas, Vapor Control

Spearheaded Chemical Transportation Advisory Committee work group efforts developing best practices to prevent accidental Nitrogen over pressurization of tanks during ship tank conditioning at berth (2000-'01)

Delivered Ballast Water Management technical training to USCG and international delegates in Houston, and Panama, (2006-'07)

Public Speaking:

Accomplished formal Key Note speaker / Master of Ceremonies Military, Industry, Public Functions Accomplished Instructor (4 assignments/ 7 years as teacher)

Experienced TV, Radio, Documentary, newsprint interviewee

Experienced host to Senate, Congressional, and other VIP visitors

Accomplished extemporaneous speaker, panelist, subject matter expert, meeting chairman

Languages:

Swedish 10 years formal study (near-fluent reading, modest listening, fair speaking ability) Spanish 9 years formal study (modest reading, listening, fair speaking abilities)



Legislation Text

File #: 20-0292, Version: 1

ITEM TITLE:

Appointment to City Library Board (One-Year, One-Month Term) - Multiple Applicants

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Appoint one applicant to the City Library Board for a one-year, one month term

SUMMARY STATEMENT:

One vacancy exists on the City Library Board due to resignation.

The City Clerk's Office advertised the vacancies and received two applications:

- Megan Gunderson
- Sharry Miller

Appointee will serve a one-year, one-month term, expiring August 2021.

Application Form

Profile

Megan	Gunderson		
First Name	Last Name		
mbgunderson@alaska.edu			
Email Address			
Valdez Mailing Address (PO I	BOX # or HCI BOX #)		
PO Box 61			
623 S Waterfall Dr			
Home Address		Suite or Apt	
Valdez		AK	99686
City		State	Postal Code
Mobile: (907) 843-1858	Business: (907) 834-1648		
Primary Phone	Alternate Phone		
Prince William Sound College	Instructional Design and Technology Specialist		

Which Boards would you like to apply for?

Library Board: Submitted

Question applies to multiple boards

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

Yes to all.

How did you learn about this vacancy? *

KVAK RadioSocial Media

Radio announcement, Facebook Announcement

Interests & Experience

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

It has always been important for me to serve the community I live in using my own professional talents and skills. Now that I have lived in Valdez for a year and observed the various opportunities available to community members to be involved in, the Library Board seems to be a natural fit. I believe my previous rural Alaskan library board experience and wide-ranging English/Language Arts teaching experience with students of all age levels in public schools around the state will be an asset to the City of Valdez.

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

I have an earned Bachelor of Education from Oklahoma Christian University (2009) and a Master of Science in Instructional Technology from Fort Hays State University (2017). From August 2017 to May 2019, I served on the Dillingham Public Library Advisory Board as the Dillingham City School District representative (Seat F). My primary responsibility was to act as a liaison between the Library and the school district, ensuring that appropriate resources and services were available to students. Additionally, I collaborated with other board members to review Library policies, conduct community needs analysis, and analyze library service activity for areas of targeted growth. K-16 reading curriculum design and instruction has always been one of my professional focuses. For ten years, I taught English Language Arts and Social Studies to K-12 students in rural Alaska. I am very familiar with the literature and state standards for elementary and secondary reading curricula. One of my primary goals is to provide a wide variety of high-interest, well-written, culturally-responsive books to students of all ages. Currently, I am working towards that goal for students in Valdez as the English Language Arts Board Curriculum Advisory Committee President for Valdez City Schools. Additionally, my full-time job is at the post-secondary level with Prince William Sound College as an Instructional Design and Technology Specialist. I have been involved in organizations that prioritize English/Language Arts education at the national and international levels. I served a two-year term as an Editorial Review Board member for Voices from the Middle, a peerreviewed professional education journal focused on middle grade English Language Arts research, published by the National Council of Teachers of English. I have also written articles to update K-6 polar literature for the Scientific Committee on Antarctic Research newsletter, published by the International Council for Science.

Valdez_Library_Board_CV.pdf Upload a Resume or Letter of Interest

MEGAN B. GUNDERSON

PO Box 61 Valdez, AK 99686 907-843-1858 | mbgunderson@alaska.edu

SUMMARY OF QUALIFICATIONS

- Demonstrated ability in multiple organizations to create, analyze, and evaluate curriculum based on content and performance standards in a wide range of subject areas.
- Superior instruction and presentation skills exhibited through lessons, training workshops, and state conference sessions.
- Leadership experience in technology, curriculum, and professional development teams at local, state, and international levels.
 Advanced writing skills in narrative, academic, and technical formats.
- Adept at leveraging technology to enhance learning in both civilian and military environments; over ten years experience training adult educators in technology. Earned Master's Degree in Instructional Technology.

EDUCATION

2017	Fort Hays State University	
	Master's of Science in Instructional Technology	

Hays, Kansas GPA: 3.9

2009 Oklahoma Christian University

Oklahoma City, OK GPA: 3.9

Bachelor's of Science in Education, Elementary Minors: International Studies, Professional Education Honors: Summa Cum Laude (2009), Distinguished University Fellow (2010)

CERTIFICATIONS

- Alaska Professional Teaching Certification: Elementary Education (gr. PK-8), Middle School English and Social Studies
- Oklahoma Professional Teaching Certification: *Elementary Education (gr. 1-8)*
- National Geographic Certified Educator
- Google Trainer; Google Educator (Level 1 and 2)

ADVISING/CONSULTING EXPERIENCE

- University of Alaska Anchorage Staff Council (2020-2022)
 - Act as a resource, support, and advocate for administrative, professional, and technical employees at PWSC.
 - Represent PWSC staff towards the solution of problems, formulation and/or revision of policies affecting these employees, their salaries and benefits, working conditions, general services, and services performed.
 - Serve as an advisory representative to the UAA Chancellor in matters concerning administrative, professional, and technical employees.
- Data Recognition Corporation (DRC) and AK Department of Education and Early Development PEAKS Standards Alignment Review Committee - 7th/8th Grade English Language Arts Reviewer (2019)
 - Analyzed proposed PEAKS ELA assessment items for standards alignment, rigor, accuracy, and readability.
 Reviewed and corrected for cultural sensitivity, particular to Alaska regions
- Bristol Bay Native Association Head Start Early Learning Program Center Committee President (2018-2019)
 - Planned, organized, and implemented a variety of programs, fundraisers, and events for Head Start preschool.
 - Created agenda and took minutes of each parent center committee meeting.
- Dillingham Library Advisory Board, Dillingham City School District Seat (Aug. 2017-May 2019)
 - Served as liaison between Dillingham Middle/High School and the public library of Dillingham.
 - Assisted in development of Library policy.
- Fort Hays State University Virtual College Advisory Board, Graduate Student Seat (October 2016-May 2017)
 Served as virtual college representative for graduate school student governance
- Atqasuk School Advisory Council, Seat 4 Elected by City of Atqasuk, Alaska (Aug. 2013 May 2014)
 - Served as liaison between Meade River School and the community of Atgasuk.
 - Assisted in development of Meade River School calendar.
 - Collected, investigated, and reported community concerns related to Meade River School.
- Oklahoma Christian University Teacher Education Faculty Council, Student Rep. (2007-2009)
 - Served as liaison between OC Teacher Education Faculty and 100+ Teacher Ed. university students.
 - Interpreted academic history, personal history, university degree plans, CEOE test scores, Teacher Education Writing Evaluation test scores, and OC handbooks for student admission/retention into Department of Education.

2016-2019 AK	<u>1 AND INSTRUCTION EXPERIENCE</u> Teacher, Secondary English/Social Studies	Dillingham,
AN	Dillingham City School District	
2014-2016	Teacher, Elementary Putnam City School District	Oklahoma City, OK
2011-2014	Teacher, Elementary North Slope Borough School District	Atqasuk, AK
2010-2011	Teacher, English as a Second Language Putnam City School District	Oklahoma City, OK
2009-2010	Teacher, Elementary Bering Strait School District	Gambell, AK
PROFESSION	AL DEVELOPMENT WORK EXPERIENCE (Technol	ogy, Instructional Design)

Ins	tructional	Design and	Technology	Specialist
Prir	ice William S	Sound College,	University of A	laska

Collaborate with PWSC faculty to design, develop, revise, and enhance courses and materials. 0

Provide guidance, support, and expert knowledge to PWSC faculty on use of the UA course
management system and learning environment. Blackboard.

- Advise faculty on best practices for integrating technology into instruction.
- Design and present professional development and/or group specific workshops for faculty and 0 staff on instructional design and technology topics.
- Craft and maintain a collection of general training materials (e.g step-by-step guides, reference 0 manuals, online modules, web-based templates, etc.) to be used by faculty and staff engaging in learning and using educational technologies.
- Troubleshoot and support networking needs including active directory, door lock systems, file 0 servers, print servers, VM, VoIP, and more.
- Complete desktop imaging and software installation using recommended systems and processes 0 including GPOs and SCCM.
- Troubleshoot and support hardware and software needs for desktop computers, laptops, tablets, 0 mobile devices, printers, etc.
- Purchase, deploy, and support audio visual equipment in classrooms and workstations. 0

2018-2019 **Teacher, Professional Development Committee Dillingham City School District** 0

0

0

2019-present

- Collaborated with district-level administration to plan, organize, and implement the progression of appropriate performance-oriented and culturally sensitive professional development training for the 2018-2019 school year.
- Provided guidance and leadership to colleagues about cultural standards and best practices in 0 professional development training.

2017-2019 **Technology Professional Development Presenter**

Alaska Society for Technology in Education: Developed and presented professional development sessions for adult educators at annual statewide educational technology conference.

- 2018 ASTE Annual Conference Presenter Offering CHOICE in Professional Development; 0 Digital Cultural Resources for Alaskan Educators; Game-based Learning and Collaboration with Minecraft: Education Edition
- 2017 ASTE Annual Conference Presenter Digital Cultural Resources for Alaskan Educators; 0 Building Dynamic Classroom Websites; Organize yourSelfie: Digital Lesson Plans with Planbook.com

Dillingham, AK

Dillingham, AK

Valdez, AK

	Dillingham City School District				
	 Planned and conducted professional development workshops to over 50 educators and administrators on the following topics: Cultural Standards for Alaskan Educators (2018); Google Suite for Education, Advanced (2018); Web 2.0 Tools for the Modern Classroom (2018); Digital Lesson Planning Tools: Planbook.com (2017) 				
2013-2014	Social Studies Co-Chair, Core Content Area Curriculum Team Barrow, AK				
	North Slope Borough School District				
	• Organized and managed NSBSD Social Studies Curriculum meetings, concerning plans for a new culturally-based district-wide curriculum program.				
	• Trained teachers in the creation of new social studies units (including instructional design, standards-based foundation, quality learning objectives, and performance task assessments).				
	• Assessed the quality of new social studies units according to ADDIE and UbD (Understanding by Design) instructional design models.				
	• Evaluated new social studies units to ensure compliance with the Alaska Department of Education standards guidance and newly-created Inupiat Learning Framework.				
2013 -2014	Technology Liaison and Trainer, Meade River School Atqasuk, AK				
	North Slope Borough School District				
	• Provided weekly educational technology workshops for an instructional staff of over 20.				
	 Offered on-call in-person technical support for Apple computers, Apple ipads, and assorted 				
	peripherals to over 100 students and staff.				
	• Maintained and tracked technology equipment (computers, smartboards, printers, etc).				
	• Implemented new technology standards for both educators and students. Tracked progress.				
	• Performed software installations and updates.				
	• Monitored remote access systems for system security in a 60+ computer network.				
2009-2010	Technology Liaison and Trainer, Gambell School Gambell, AK				
	Bering Strait School District				
	• Provided instructional technology seminars for an educator staff of over 20.				
	• Offered on-call in-person technical support for Apple computers, Apple ipads, and assorted				
	peripherals to over 200 students and staff.				
	 Maintained and tracked technology equipment (computers, smartboards, printers, etc). Derformed activers installations and undetec. 				
	 Performed software installations and updates. Reconfigured wireless network and repositioned site routers for maximum connectivity. 				
	 Monitored remote access systems for system security in a 200+ computer network 				
AWARDS	• Monitored remote access systems for system security in a 200+ computer network				
	nnovative Educator Expert, 2017-2019				
- 1/10/050101	into turi e Davenior Dipert, 2017 2017				

- Microsoft Innovative Educator Trainer, 2017-2018
- Outstanding Alumnus of the Year, School of Education, Oklahoma Christian University, 2017
- Distinguished Alumnus, Honors Department, Oklahoma Christian University, 2010

PROFESSIONAL AFFILIATIONS

- Instructional Design Alliance, University of Alaska Anchorage (2020-present)
- Polar Educators International
 - International Council, American Representative (April 2017 April 2018)
 - Collaborated bi-monthly with 12 international colleagues from 8 nations to advance polar science education and educator professional development
 - Provided leadership for American educator colleagues involved in polar science instruction
 - Assisted in planning for PEI workshop session at the Polar Conference in Davos, Switzerland (2018)
 - Authored and published two Antarctic science education professional development articles for the Scientific Committee for Antarctic Research summer 2017 newsletters
- Alaska Society for Technology in Education (ASTE) (2010-present)
- National Council for Teachers of English (2016-2018)
 - Voices from the Middle Editorial Review Board Member (2016-2018)
 - Reviewed professional education research articles for potential publication
- National Council for the Social Studies (2017-2018)

• Alaska Council for Social Studies (2017-present)

PUBLICATIONS

- Gunderson, M. "Comparing the Arctic and Antarctic" (2017) *Scientific Committee on Antarctic Research Newsletter*, The International Council for Science: July/August.
- Gunderson, M. "Which Type of Polar Ice Melt Increases Sea Level?" (2017) *Scientific Committee on Antarctic Research Newsletter*, The International Council for Science: July/August.

INTERCULTURAL EXPERIENCE

- Semester Abroad: Vienna, Austria (Fall 2006) Studied in over 15 European countries
- Extensive professional and personal experience with Native Alaskan and ESL populations

PROFESSIONAL DEVELOPMENT AND CONFERENCE ATTENDANCE

- University of Alaska Instructional Design Summit University of Alaska Fairbanks eCampus, 2019
- Cultural Identity and Communication Alaska Humanities Forum, 2019
- Socio-Emotional Learning Practices, 'Phull Color' Brightways Learning, 2018
- Alaska Society for Technology in Education Conference 2010, 2017 (presenter), 2018 (presenter)
- Alaska Effective Instruction Conference 2012, 2017
- Emergency Management and Crisis Training in Schools Dillingham City School District, 2017
- FEMA Introduction to Incident Command System Course Emergency Management Institute, 2017
- Oklahoma Council for Indian Education Conference, 2015
- PLCs at Work Solution Tree, 2015
- Understanding by Design Workshop Jay Mctighe, via North Slope Borough School District, 2013
- Curriculum Mapping North Slope Borough School District, 2012, 2013
- Place-Based Teaching Strategies North Slope Borough School District, 2012, 2013
- Practical Strategies to Enhance the Performance of English Language Learners Workshop, Bureau of Ed.Research, 2011
- Creating Culturally Responsive Schools (3 hours Graduate Course) Alaska Pacific University, 2011
- Math in a Cultural Context Workshop University of Alaska, Fairbanks, 2010
- Culturally Sensitive Teaching Workshop Bering Strait School District, 2009
- Nonviolent Crisis Prevention Workshop Crisis Prevention Institute, 2009
- Writing in the Content Areas Workshop Bering Strait School District, 2009
- Standards Based Education Workshop Bering Strait School District, 2009
- Six Trait Writing Workshop Mustang Public School District, 2009

Application Form

Profile

Sharry	Miller		
First Name	Last Name		
sharrymiller@gmail.com			
Email Address			
Valdez Mailing Address (P	O BOX # or HCI BOX #)		
PO Box 2961			
3045 Mendenhall			
Home Address		Suite or Apt	
Valdez		AK	99686
City		State	Postal Code
Home: (907) 835-9783	Mobile: (907) 255-1812		
Primary Phone	Alternate Phone		
	Artist, environmental		
Self	consultant	_	
Employer	Occupation		

Which Boards would you like to apply for?

Library Board: Submitted

Question applies to multiple boards

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

Yes

How did you learn about this vacancy? *

Social Media

Interests & Experience

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

I have been a long-time supporter of the library through the Book Basket Auction and book donations, and think that it's time I gave more meaningfully of my time. I believe in the necessity of libraries and think the community services ours provides are fundamentally necessary.

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

I have previously been a member of the boards of directors for Prince William Sound Regional Citizens' Advisory Council, Prince William Sound Aquaculture Corporation, and KCHU Public Radio. I understand the responsibilities of BODs and how they function (or at least are supposed to). As the executive director of Prince William Soundkeeper, I worked with a BOD and so have experience from both sides of the table. While my bachelor's and master's degrees in biology and environmental science don't directly relate to library management, they do demonstrate my ability to access and understand complex information. I have had many jobs, including with the Alaska Dept. of Environmental Conservation, Nuka Research and Planning, and Prince William Sound College, which have required strong written and verbal communication skills. Most importantly, I am a regular user of the Valdez library and am passionate about its continuation and sound management.

Sharry_Miller_general_resume.docx
Upload a Resume or Letter of Interest

Sharry Miller

PO Box 2961, Valdez, AK 99686 907-255-1812 cell • sharrymiller@gmail.com

EDUCATION

2000 Master of Science in Environmental Science; Alaska Pacific University 1992 Secondary Teaching Certification; University of Alaska Fairbanks 1990 Bachelor of Science in Biology; University of Alaska Fairbanks

EXPERIENCE

Nuka Research and Planning, LLC; Senior Project Manager; February 2019 – present

- Conducted research and drafted final report for the *Southeast Alaska Vessel Traffic Risk Analysis*
- Assisted in drafting proposed changes to Alaska oil spill contingency planning regulations
- Peer reviewed scientific papers for the 2019 International Oil Spill Conference

Prince William Sound College; Assistant Director of Academic Affairs, Faculty; November 2015 – December 2017

- Restructured the existing Associate of Applied Science Outdoor Leadership degree programs to ensure graduates were gaining appropriate skills
- Evaluated industry workforce needs in Alaska to determine which new programs should be developed by the college (an ongoing process)
- Taught Introduction to Biology with lab, 24-hour HAZWOPER, Environmental Regulations, Red Cross First Aid/CPR, and other classes
- Mentored and evaluated Industrial Technology and Outdoor Leadership interns
- Participated in several committees, including curriculum, safety, continuing education, emergency response, and the University of Alaska Transition Coalition

Alaska Dept. of Environmental Conservation; Environmental Program Specialist III; November 2006 – November 2015

- Reviewed the PWS Tanker Oil Discharge Prevention and Contingency Plan (2007 and 2012), the Tesoro Cook Inlet Vessel ODPCP (2009 and 2014), and various non-crude ODPCPs
- Planned, implemented, and evaluated 12+ IMT and field response exercises
- Led several multiagency workgroups related to PWS tanker plan issues
- Wrote RFPs and co-managed two contracts for technical analysis
- Developed department guidance on the skimmer efficiency derating process
- Presented a paper on skimmer recovery and efficiency rating at the 2014 International Oil Spill Conference
- Represented the department at a variety of oil spill response and Arctic shipping conferences

Prince William Soundkeeper; Executive Director; September 2005 – November 2006

- Managed all operations and business for this small nonprofit organization
- Wrote and implemented successful grant applications
- Coordinated board of director activities
- Interfaced with local and national environmental organizations

Sound Consulting; Owner; March 2003 – November 2006

- Wrote the Valdez Fisheries Development Association fish processing facility user manual
- Provided environmental monitoring for Western Marine Construction during ferry terminal construction
- Summarized Air Force environmental remediation team meetings from recordings for MWH

MWH (Montgomery Watson Harza); Environmental Scientist; May 2000 – February 2002

- Led a field team conducting environmental hazard surveys at eight closed Air Force sites across Alaska and wrote the summary reports
- Redesigned a wetland for surface water remediation on Shemya Island
- Co-wrote the storm water pollution prevention plan for BP Alaska's Gas to Liquids Test Facility in Nikiski

Alaska Dept. of Fish and Game; Fish and Wildlife Technician II; June 1997 – August 1998

- Conducted catch sampling of commercial Yukon River salmon fisheries
- Collected scale samples and other biological data
- Aged salmon scales using a microfiche
- Used ATVs and small planes frequently for transportation



Legislation Text

File #: 20-0293, Version: 1

ITEM TITLE:

Approval of Valdez Public Health Mandate #003 - Requirement for Masks or Cloth Face Coverings

<u>SUBMITTED BY:</u> Requested by Council Member Devens and Council Member Sorum, 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:

Click here to enter text.

SUMMARY STATEMENT:

Council member Devens and Council Member Sorum requested this item be placed on the July 7th agenda for consideration by the City Council. Council policy states that any two council members or the Mayor may request an item be placed on the agenda for action by the council.

The World Health Organization has indicated that COVID-19 is spread primarily by respiratory droplets produced when an infected person coughs or sneezes and droplets can also be generated by talking, laughing, or exhaling.

The Director for Center for Disease Control ("CDC"), Dr. Robert Redfield, stated as many as one in four people who are infected show no signs of having COVID-19, and people experiencing no symptoms can spread COVID-19 more widely than previously thought.

The CDC has stated that people are the most contagious before they start showing symptoms of COVID-19, and individuals can be infected with the virus and be contagious even when they have no symptoms.

Dr. Tom Ingelsby, Director of John Hopkins Center for Health Security, has determined that face coverings should be required because COVID-19 can spread when asymptomatic people go out in public and requiring individuals to wear face masks will reduce the transmission of the virus.

The CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain (e.g., grocery stores and pharmacies).

The United States Surgeon General, Dr. Jerome Adams, acknowledges that there is a significant amount of asymptomatic spread and recommends that individuals use face coverings and attempt to not touch their face to reduce the spread of COVID-19.

File #: 20-0293, Version: 1

Dr. Anthony Fauci, Director of the National Institute of Allergy and Infectious Diseases, has further recommended that individuals wear facial coverings to prevent individuals from infecting others.

Valdez Medical personnel have advised Unified Command that covering an individual's nose and mouth can diminish the chance of cough droplets being spread in the air, and that wearing even a homemade mask, scarf, or bandana will reduce the propensity for people to touch their faces thereby partially preventing asymptomatic individuals with COVID19 from unknowingly spreading the disease.

Given the projected numbers of visitors expected in Valdez, in addition to practicing social and physical distancing and staying at home as much as possible, Valdez Medical personnel have recommended to Unified Command that mandating all people over the age of 5 (five) in Valdez* to wear a facial covering will help to prevent the spread of COVID-19 because the more people that do so, the less the virus is distributed and fewer individuals are exposed.

* Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance.



CITY OF VALDEZ COVID-19 <u>PUBLIC HEALTH MANDATE #003</u>

The COVID-19 pandemic has generated a public health emergency that threatens to overwhelm our health system, endangering the lives and wellbeing of the people of Valdez. A phased reopening has allowed businesses to get back to work, with precautions in place. However, with cases rising throughout Alaska, our open status is in jeopardy unless more individuals act decisively to stop the spread.

Recent scientific studies indicate that mask wearing by the public can help reduce the spread of the virus. Based on this information, the CDC now recommends wearing cloth face coverings in public settings where social distancing measures are difficult to maintain. In line with this recommendation the City of Valdez puts forth this mandate to preserve the health and safety of our community through prevention of community transmission.

THE CITY OF VALDEZ HEREBY ORDERS THE FOLLOWING MANDATE TO BE EFFECTIVE AS OF JULY ______, 2020. THE FOLLOWING MANDATE SHALL HAVE THE POWER OF LAW, AND SHALL REMAIN IN EFFECT UNTIL REVOKED BY THE MAYOR AND CITY COUNCIL.

1. All people in Valdez over the age of five shall wear a protective mask or cloth facial covering (such as a homemade mask, bandana, scarf, or handkerchief) that covers their mouth and nose when they are indoors in public settings or communal spaces outside the home where social distancing of six feet cannot be maintained. This mandate is subject to the conditions and exceptions stated below.

2. The settings included in this mandate include, but are not limited to, the public and communal spaces within the following:

(A) Whenever in an indoor public place including grocery stores, pharmacies, and all other retail stores.

(B) Restaurants, bars and breweries, including food preparation, carry-out, and deliver food operations. Masks or cloth face coverings must be worn by customers except while actively eating and drinking.

(C) Whenever using public transportation, a taxi, or a ride sharing service. This mandate does not apply to people who are riding in a personal vehicle or that are with their own shelter group and isolated from others in the public.

(D) Communal areas of offices where people from multiple households are present.

3. Employers are responsible to make sure employees who are present in the workplace have access to and wear masks or cloth face coverings when in direct contact with customers, members of the public, or other employees. Masks are not required when the only direct contact is between members of the same household or when employees are not near others (within 6 feet).

4. This order does not apply to the following categories of people or activities:

(A) Any child under the age of 5 years.

(B) Any individual for whom wearing a mask or cloth face covering would be contrary to his or her health or safety because of a medical condition or mental health condition and any individual unable to tolerate a mask due to physical or mental disability.

(C) Individuals performing an activity that cannot be conducted or safely conducted while wearing a mask (example, driver experiencing foggy glasses, dental patients, equipment operator).

5. If a person declines to wear a mask or face covering because of a medical condition or disability, this order does not require them to produce medical documentation verifying the stated condition or disability.

6. The City reserves the right to use all available enforcement options to assure compliance with this mandate. However, employers will not be subject to fines based on non-compliance by customers so long as there is a clearly posted sign at each public entrance informing customers that they are required to wear face coverings. Brief removal of a face covering, such as necessary to eat, drink, or scratch an itch does not constitute a violation of this mandate. Additionally, violation of this mandate does not create grounds for residents to harass individuals who do not comply with it.

DATED, this _____day of July, 2020.

Jeremy O'Neil, Mayor



Legislation Text

File #: RES 20-0036, Version: 1

ITEM TITLE:

#20-36 - Celebrating Valdez Fisheries Development Inc., 40th Anniversary and Recognizing VFDA on this Outstanding Achievement

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:

Click here to enter text.

SUMMARY STATEMENT:

The City of Valdez celebrates the 40th anniversary of Valdez Fisheries Development Inc., and congratulates VFDA on this outstanding achievement.

CITY OF VALDEZ, ALASKA

RESOLUTION #20-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA CELEBRATING THE 40TH ANNIVERSARY OF VALDEZ FISHERIES DEVELOPMENT ASSOCIATION INC., (VFDA) AND CONGRATULATING VFDA ON THIS OUTSTANDING ACHIEVEMENT

WHEREAS, due to the decline of salmon returns to Prince William Sound after the 1964 Good Friday earthquake, which resulted in closures of salmon fisheries for commercial fishermen; and

WHEREAS, Valdez business leaders and fishermen Walter Day, Max Wells, Tim Lopez, Roy Alley, Ada Tremer, Don Daniels, and Robert Kellar, recognized the need to preserve Alaska's salmon resources and enhance the fishing industry in Valdez, Alaska through hatchery production by founding the Valdez Fisheries Development Association, Inc. (VFDA), in 1980; and

WHEREAS, under the direction of General Manager Jason Wells, many contributors were brought together to permit and build the Solomon Gulch Hatchery in Port Valdez; and

WHEREAS, over the next 40 years, the VFDA Board of Directors, its employees, the City of Valdez and the Valdez community, would work together to enhance salmon habitat and develop a sustainable and reliable fisheries program to benefit Valdez, Cordova, Whittier, Seward and many other Alaska communities; and

WHEREAS, the Solomon Gulch Hatchery would become one of the largest salmon hatchery programs in North America, incubating 270 million Pink and 2 million Coho salmon eggs annually; and

WHEREAS, the VFDA sport fish program at Solomon Gulch Hatchery contributes an average of 120,000 silver salmon to Valdez Arm, providing salmon for one of the largest salmon sport fisheries in Alaska, supporting the Valdez Fish Derbies, charter and tourism businesses; and

WHEREAS, through the efforts of VFDA, the commercial seine fishermen of Prince William Sound benefit greatly from increased harvests of Pink and Coho salmon each year, extending the commercial season and increasing market opportunity by significant investment in Valdez by the seafood processing industry; and WHEREAS, the VFDA further supports the marketing and development of seafood products by commercial fishermen through the operation of the Fisheries Business Incubator Program and Cold Storage; and

WHEREAS, the total economic impact of the VFDA provides for an estimated \$112 million in revenue to Alaska's coastal communities and creates nearly 760 jobs annually; and

WHEREAS, through the realization of these benefits, VFDA fulfills its mission to raise, propagate, and market fish and fish products, and to develop renewable fisheries resources for the benefit of sport and commercial fishermen, fish processors, tourists, and all businesses dependent upon the fishing industry in Alaska.

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

The City Council of the City of Valdez, Alaska celebrates the 40th Anniversary of Valdez Fisheries Development Association Inc., and recognizes VFDA Board of Directors, and their employees on this outstanding achievement.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 7th day of July, 2020.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: RES 20-0037, Version: 1

ITEM TITLE:

#20-37 - Authorizing a Gravel Lease for Mega Trucking, LLC on a 73.681 Acre Portion of Tract A, ASLS 79-116

SUBMITTED BY: Kate Huber, Planning Director

FISCAL NOTES:

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

RECOMMENDATION:

When considering approval of Resolution 20-37, authorizing a gravel lease for Mega Trucking, LLC on a 73.681 portion of Tract A, ASLS 79-116, please note the recommended conditions provided by staff and comments from the Planning & Zoning Commission.

SUMMARY STATEMENT:

On May 26, 2020, the Planning Department received an application from Jesse Passin on behalf of Mega Trucking, LLC for a gravel lease on a 73.681 acre portion of Tract A, ASLS 79-116 (2651 Richardson Highway). The proposed site for gravel extraction is located South of Airport Road and North of Glacier Haul Dump road, adjacent to an existing gravel extraction operation.

Tract A covers a large area of over 1,000 acres. It was a municipal entitlement selection made by the City and was officially conveyed from the State of Alaska in 1992. The tract is zoned for heavy industrial uses. Per, VMC 17.38.040J, natural resource extraction requires a conditional use permit.

Lease Area Information

Property Owner: City of Valdez

Access: Airport Road and Glacier Haul Dump Road

Current uses: Natural resource extraction, vacant land, storage

Zoning District: Heavy industrial

The H-I (heavy industrial) district is intended for industrial development, including heavy manufacturing, shipping terminals, natural resource extraction and other processes or operations which involve one or more of the following: employs large numbers of workers, heavy truck traffic, significant environmental effects or large-volume public water or sewer service or storage of hazardous materials under a conditional use permit. Commercial and retail uses are generally not allowed in the H-I district. Residential uses other than accessory uses listed in Section 17.38.030 are prohibited. **Adjacent Zoning Districts:** Heavy industrial, light industrial

On April 22, 2020 the Planning & Zoning Commission voted to approve a conditional use permit for Mega Trucking, LLC for gravel extraction at the proposed lease site. The commission approved this conditional use permit without expiration. The following conditions were included:

- 1. The applicant must secure an approved gravel lease with the City of Valdez for gravel extraction at the site.
- 2. The applicant must maintain a minimum 200-foot separation between Glacier Haul Road and any gravel extraction.
- 3. The applicant is required to include a 60-foot buffer zone around extraction areas on all sides.
- 4. Per VMC 17.06.070 (B), any conditional use shall be conditioned upon the privilege granted being utilized within 12 months after the effective date of approval.

During the conditional use permit review process, Planning Department staff did not recommend approval of the conditional use permit due to the preference for gravel extraction to occur in the City's rivers, instead of in upland areas. Upon completion of the Comprehensive Plan, staff would like to pursue a gravel management plan to identify upland areas within the City that are best suited for gravel extraction.

The Valdez Glacier Lake and Stream are subject to an annual outburst flooding event due to the upper ice-dammed glacier lake. Without further study of the hydrology in this area, as well as the trend of Valdez Glacier stream to migrate towards Glacier Haul Road, staff believes that new gravel extraction operations should not be established in this area until a gravel management plan can be developed to identify the uplands areas best suited for gravel extraction, while taking into account public health and safety.

When the Planning & Zoning Commission approved CUP #20-02, they included the recommended minimum 200-foot separation between Glacier Haul Road and the extraction area.

Lease Application

Mr. Passin is requesting a 20-year gravel extraction lease on a 73.681 acre portion of Tract A, ASLS 79-116. The attached application and exhibits include a narrative describing the request. The CUP application is also included for more detail on the type of extraction approved by through the conditional use permit process. Areas identified for future asphalt and concrete production are shown on the site plan, however these activities will require additional approval for inclusion in the lease. The lease may bring forward that request for approval from Council, upon development of a detailed plan. If the Council moves forward with an approval of this gravel lease application, staff recommends the inclusion of the following lease conditions:

Recommended Lease Conditions

- 1. Phase 1 Environmental Assessment to determine the baseline condition of the land prior to execution of the lease agreement. The Planning Department requires such an assessment prior to the execution of every land lease.
- 2. Restoration of the land and removal or reversion of improvements upon termination of lease,

File #: RES 20-0037, Version: 1

as required by VMC 4.08.260.

- 3. 60-foot buffer zone around extraction areas on all sides. (Required by CUP #20-02.)
- 200-foot separation between Glacier Haul Road and any gravel extraction. (Required by CUP #20-02.)
- 5. Lease term of 5 years. Staff recommends that lease be issued for a maximum of 5 years with 3 additional 5 year renewal options. The 2005 City of Valdez Property Management policies and procedures states that "leases of City land should not be for greater than five years, unless it is in the public interest for the City to enter into a longer-term agreement."
- 6. Annual minimum payment of \$3,000 with a charge of \$0.60/cubic yard for every cubic yard of gravel extracted over 5,000 cubic yards each year. This minimum follow the format of past gravel leases. The rate of \$0.60/cubic yard of material was set by City Council resolution in 1992. See attached resolution 92-16 for more detail. The applicant plans to extract between 10,000-20,000 cubic yards of material annually. No work depth specifics have been provided. A further condition could be considered regarding work depth or material extracted annually.
- 7. Public notice, as required per VMC 4.08.160, no lease shall be effective until public notice, as provided in this chapter, shall have been given for at least 20 days. If approved by City Council, the lease resolution will be published in the KVAK online newsletter for two weeks. It will also be posted on the official City bulletin board and in two other public places in the City for 30 days prior to the effective date of the lease.

On June 10, 2020, the Planning and Zoning Commission approved a recommendation to City Council

An amendment was made to recommend a lease term of 15 years, as a modification to staff's original recommendation of 5 years with one 5 year renewal option. The commission was in agreement that 5 years was too short, however there were varying opinions of the best lease term. Some believed that the lease term of 20 years was excessive, while 5 years was too limited. The amendment to recommend a lease term of 15 years received 3 yays and 2 nays, with 2 members absent.

Due to the comments of Planning and Zoning Commissioners, staff has modified our recommendation for lease term. We are now recommending an initial 5-year lease term, with three 5-year renewal options. This gives Mega Trucking, LLC preference to the lease area, but also allows Council oversite to determine whether it is still in the public's best interest to continue gravel extraction in this location.

The proposed resolution includes the requested lease term of 20 years from Mega Trucking. If Council would like to implement the staff recommendation or any other option for lease term, an amendment of the resolution is necessary.

If Council moves to approve the proposed gravel lease, the resolution will be posted publically for 30 days. After the required 30 day notice period, staff will execute a standard gravel lease with Mega Trucking, LLC.

Gravel is a valuable resource, crucial for development and construction projects in the Valdez area.

File #: RES 20-0037, Version: 1

Staff has heard from members of the public, as well as elected leaders that they would like to see alternative sources of local gravel available for sale. Staff hopes that through our ongoing planning processes including the Comprehensive Plan revision and a future gravel management plan, we can provide the Planning & Zoning Commission and Council with additional data to assist with future decisions related to gravel extraction.

CITY OF VALDEZ, ALASKA

RESOLUTION #20-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING A GRAVEL EXTRACTION LEASE WITH MEGA TRUCKING, LLC FOR A 73.681 ACRE PORTION OF TRACT A, ASLS 79-116

WHEREAS, Mega Trucking, LLC seeks to extract gravel at this site and obtained a conditional use permit for gravel extraction (CUP #20-02) from the Planning & Zoning Commission on April 22, 2020; and

WHEREAS, Chapter 4.08 of the Valdez Municipal Code provides for the lease of lands owned by the City of Valdez; and

WHEREAS, the Planning and Zoning Commission approved a recommendation to authorize a new gravel extraction lease with Mega Trucking, LLC for a 73.681 acre portion of Tract A, ASLS 79-116 (2651 Richardson Highway) on June 10, 2020.

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

- <u>Section 1.</u> The City Manager or their designee is authorized to negotiate a new lease for a 73.681 acre portion Tract A of ASLS 79-116 (2651 Richardson Highway) with Mega Trucking, LLC.
- <u>Section 2.</u> The term of this lease will be twenty years.
- <u>Section 3.</u> The rental rate will be a minimum rent of three thousand dollars (\$3,000.00) paid annually. Gravel removed by the Lessee during that calendar year will then be credited against the rent payment at the established per cubic-yard price. Upon the removal of \$3,000 worth of gravel, Lessee shall then make payments for gravel removed at the established cubic-yard price.
- <u>Section 4.</u> The use of the property is for gravel extraction, as approved in CUP 20-02 by the Planning & Zoning Commission on April 22, 2020 for 73.681 acres. The lease is subject to all conditions required by CUP 20-02.
- <u>Section 5.</u> Upon approval of this lease, a survey will be completed to establish a metes and bounds description of the lease area.

Resolution No. 20-37 Page 2

- <u>Section 6</u>. A Phase I Environmental Site Assessment will be completed at the commencement and termination of this lease.
- Section 7. Pursuant to Valdez Municipal Code 4.08.100 Mega Trucking, LLC is responsible for the cost of the survey and Phase I Environmental Site Assessment.
- <u>Section 8</u>. 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 (30) days. This resolution 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.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 7th day of July, 2020.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Kate Huber

From:	J Passin <megatrucking@me.com></megatrucking@me.com>	
Sent:	Tuesday, May 26, 2020 8:42 AM	
То:	Kate Huber	
Subject:	[External Attachment *Caution*]-MEGA Gravel Lease	
Attachments:	2020 MEGA GRAVEL LEASE NARRATIVE PDF.pdf; ARTICLES OF INCORPORATION.pdf;	
	CERTIFICATE OF ORGANIZATION.pdf; GRAVEL LEASE APPLICATION.pdf; MEGA	
	BUSINESS LICENSE TO 2021.pdf	

Hi Kate, attache is the Gravel Lease application as well as supporting documents. I have not included my most recent annual financial statement as requested in the application.

Thanks,

Jesse Passin MEGA Trucking, LLC PO Box 1808 Valdez, AK 99686 (907) 255-9169 megatrucking@me.com



CITY OF VALDEZ APPLICATION FOR GRAVEL LEASE

Application Fee: \$50.00 (Fee waived per Resolution #12-02)

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 Development Department located in City Hall.

1. Name of Individual Completing Application Form: Name: Jesse Passin Phone: (907) 255-9169 Daytime/ Message Mailing Address:____ PO BOX 1808, 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 _____Mega Trucking, LLC Address ⁴⁶⁰ SAWMILL DR., VALDEZ, AK 99686 Primary Contact: JESSE PASSIN Title: MEMBER / MANAGER Daytime Phone #: _____ (907) 255-9169 GRAVEL LEASE APPLICATION REV 5/2018 Page 1 of 5

3. Type of Organization: (Check one)

Individuals	Business Corporation
General Partnership	Non-Profit Corporation
Limited Partnership	Non-Profit Association
Other LIMITED LIABILITY CORPORATION	

If non-profit, has IRS Tax Exempt Status been obtained? Yes____ No____ If yes, attach letter of determination.

Note: Please submit, as appropriate, the following items with this application:

- 1. Current Alaska business license;
- 2. Designation of signatory authority to act for organization of other individuals;
- 3. Certificate and articles of incorporation;
- 4. Partnership agreement and amendments;
- 5. Charter/by-laws for non-profits;
- 6. Most recent annual financial statement;
- 4. Legal Description affected by application:

Located in Township	Range	_Section_,		Meridian
Lot/ Block/ Tract/ Sub	od. TRACT A, ASLS	\$ 79-116	Plat #	
Other Description 2	651 RICHARDSON H	WY.		
Tax #	No. o	f Acres	73.681	

 Describe proposal. Attach a 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).
 SEE ATTACHED

6. What is the term of the lease desired?

20 YEARS

- 7. If the request for a lease is at less than fair market value, provide justification.
- 8. Please state why you believe it would be in the "Best interest of the City" to approve your proposal and process your application. SEE ATTACHED

Page 2 of 5

GRAVEL LEASE APPLICATION

REV 5/2018

9.	Current status of land. Describe any existing improvements, provide photographs if possible.
	THE LAND IS VACANT AND OVERGROWN.
10.	Has applicant previously purchased or leased City land or resources: (x) Yes () No If yes, provide legal description, type or purchase or lease, and status.
	Township 9S Range 6W Section 11, Copper River MeridianTract B, ASLS 98-26: Plat # 2000-9
	LEASE
	IN USE
11.	If applicant is a business operation, list present business activities:

SAND AND GRAVEL PRODUCTION / DELIVERY

12. If required, are you prepared to spend funds for the following:

NO	
	a) Performance bond
	b) Damage deposit
	c) General liability insurance
	d) Worker's compensation insurance
	e) Survey and platting
	f) Appraisal fee
	g) Closing fees, which may include title insurance,
	document preparation, escrow closing, and recording
	h) Any federal, state and local permits required
	i) Maintenance costs (present or future)

REV 5/2018

13. List three (3) credit or business references:

Name	Address	Phone #
WILL STARK	1500 ALASKA CT., VALDEZ, AK 99686	(907) 255-3532
BILL HARRIS	260 AIRPORT RD., VALDEZ, AK 99686	(907) 831-0287
BRAD BARNETT	6090 DEEP LAKE DR., VALDEZ, AK 99686	(907) 255-2723

- 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 judgment of lien? () Yes (x) No If yes, please explain:

COMPLETE THE FOLLOWING APPLICANT QUALIFICATION STATEMENT FOR <u>EACH</u> INDIVIDUAL APPLICANT OR ORGANIZATION. ATTACH ADDITIONAL STATEMENTS IF NEEDED.

I, _				
		(Individ	ual Name)	
T				
I, _		(Individ	ual Name)	
		(marvia	ual Maille)	
I,	JESSE PASSIN		On Behalf of	MEGA TRUCKING, LLC
	(Representative's Nar	me)		(Organization's Name)
	460 SAWMILL DR.			
		(Ad	dress)	
	VALDEZ, AK		9	99686
	(City, State)	(Z	ip)

APPLICANT QUALIFICATION STATEMENT

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.

12 5/26/20

Applicant Signature Date

Applicant Signature

Date

Jesse Passin

Print Name

Print Name

MEGA TRUCKING, LLC

I propose the use of the vacant city parcel to be used for gravel extraction for the duration of not less than twenty years. The heavy industrial land is well suited for gravel extraction and processing. It is far from residential zoning, has two access points, and is near several historical gravel extraction sites. The depth of gravel above the waterline is sufficient to be a productive mine site. A vegetative buffer on the perimeter fits well into the BMPs (Best Management Practices) required for sediment control, and silt mitigation.

Initially the land will be minimally cleared for gravel extraction mid way between Airport Rd. and Glacier Haul Dump Rd. by September 2020. The extent of work being performed will be extraction and screening gravel for use by homeowners and contractors. The attached site plan shows areas for concrete production, and asphalt production. These are labeled and earmarked for future growth at an undetermined time. Any additional permitting required will be in place as necessary.

Site development and growth for a small business is a large task, and takes time. Funding large processing equipment also requires stability of natural resources and time. For these reasons it is imperative that the lease be for not less than twenty years.

The City of Valdez has been mining gravel at the C&D pit for many years because of the access to the natural resource and the suitability of the land for mining. Harris Sand & Gravel has also been mining in the adjacent property for nearly twenty years with great success. The proposed gravel lease would be directly in line with the C&D pit and Harris' pit.

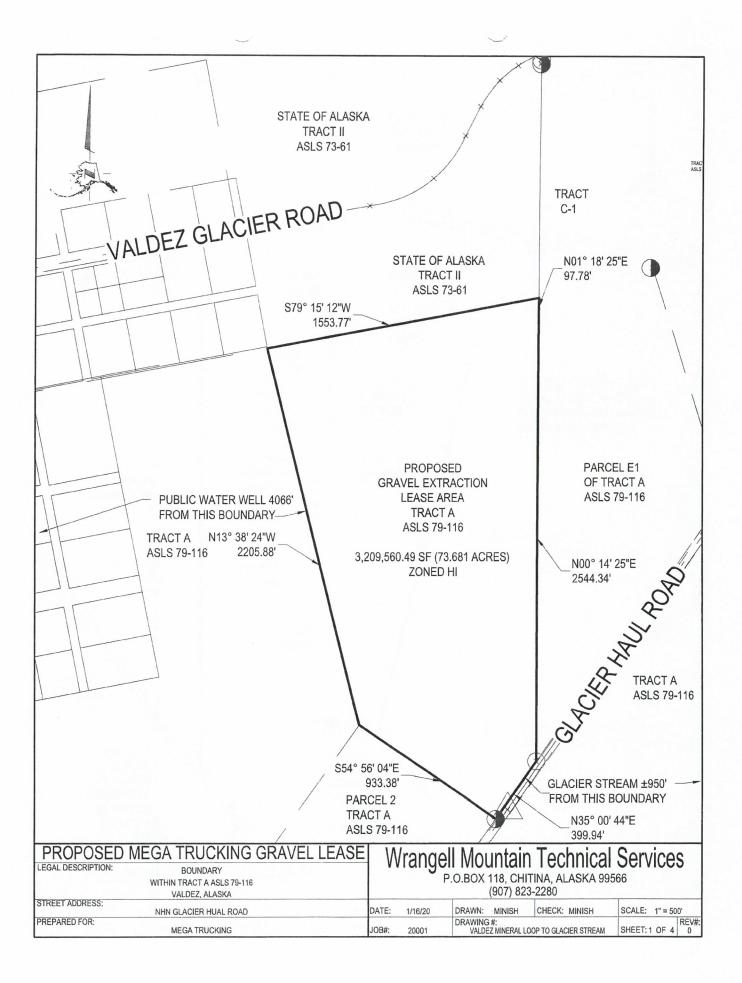
While extracting gravel from the rivers around Valdez is a great way to utilize our natural resources in a sustainable way, it is an unpredictable gravel source and a very expensive method. Processing the raw material into washed concrete aggregates, concrete, or asphalt is best done in a less flood prone area than where our current mine site / processing site is located. Mega Trucking has been leasing property from the City of Valdez next to the Glacier Stream Bridge for three years and we are out of room to grow. The Glacier Stream location isn't suitable for concrete or asphalt production, and doesn't have the room necessary for a growing operation.

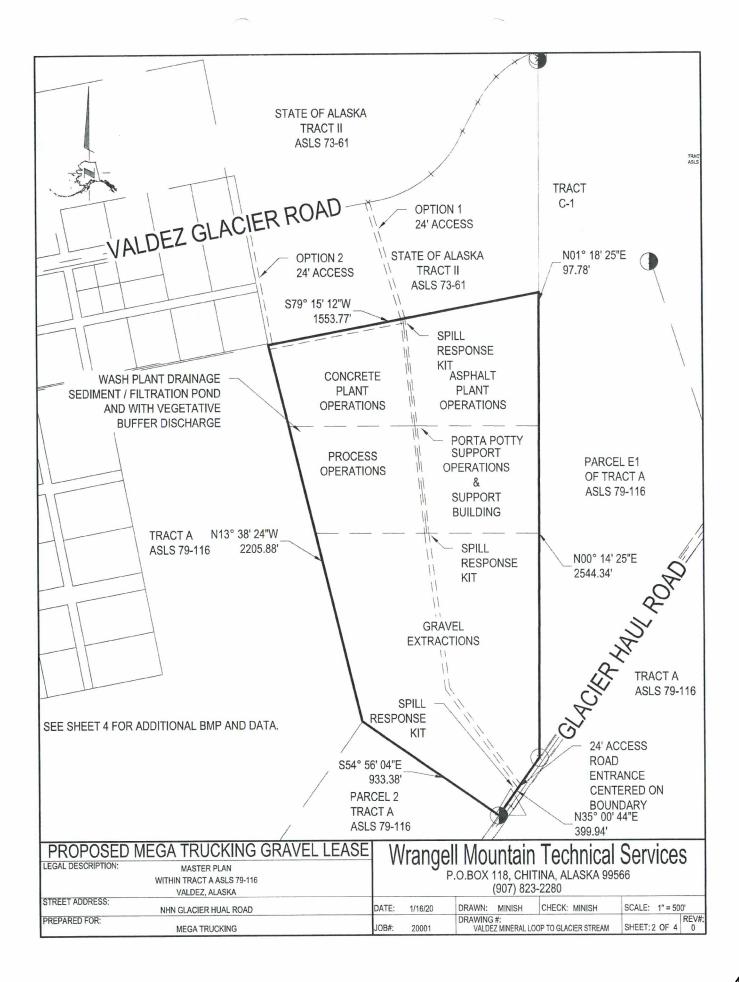
Approving this gravel lease would be in the best interest to the City of Valdez in a few ways. Construction ranging from homeowner's projects, to City of Valdez infrastructure, to State of Alaska highway construction all need large amounts of gravel. Having a reliable source of this natural resource enables my business to grow, and continue providing good paying livable wage employment in Valdez. Eventually I hope to refine the raw gravel into materials suitable for the production of concrete and asphalt.

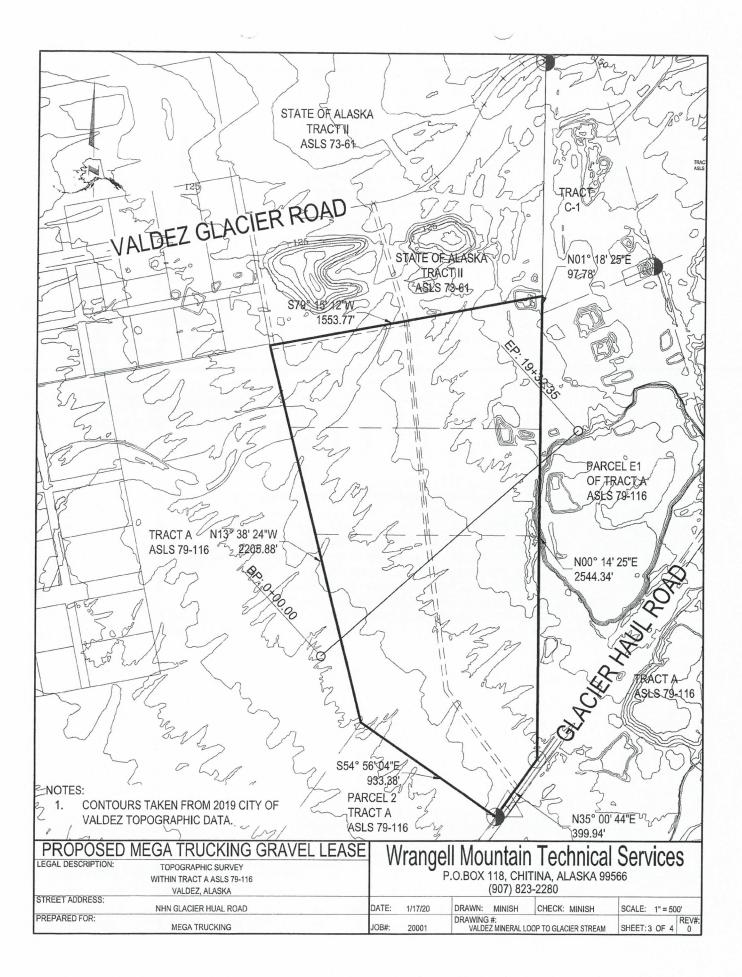
Mega Trucking has been delivering gravel, soil, and asphalt to homeowners and contractors in Valdez for nine great years. With a proper gravel pit, and your support, we will be able to continue to provide our services as well as provide livable wage jobs in Valdez for years to come.

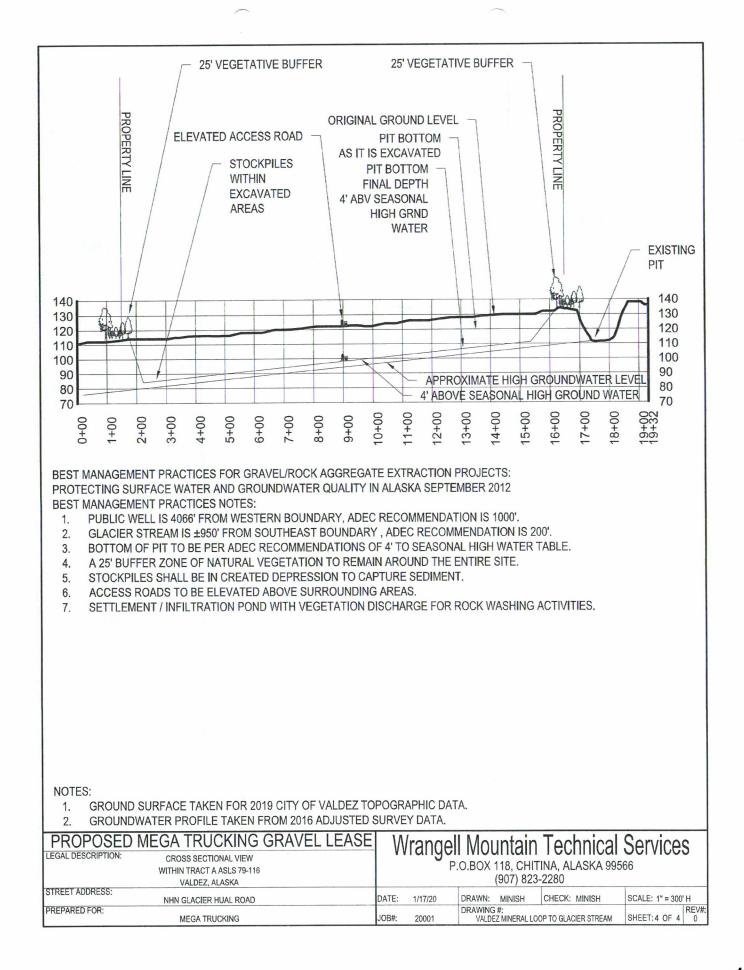
Thank you for your consideration,

Jesse Passin













Sean Parnell, Governor Susan K. Bell, Commissioner Sara Chambers, Director

Division of Corporations, Business and Professional Licensing

Articles of Organization

Domestic Limited Liability Company

			_
	Office Use Only	COR	
		COR	
1			
•			
		1	

Web-4/25/2014 3:07:00 PM

1 - Entity Name

Legal Name: Mega Trucking, LLC

2 - Purpose

Any lawful purpose

3 - NAICS Code

484220 - SPECIALIZED FREIGHT (EXCEPT USED GOODS) TRUCKING, LOCAL

4 - Registered Agent

Name:	Jesse Passin-McFarland	
Mailing Address:	PO Box 1808, Valdez, AK 99686-1808	
Physical Address:	Mile 19 Richardson Hwy, Valdez, AK 99686-1808	

5 - Entity Addresses

Mailing Address:	PO Box 1808, Valdez, AK 99686-1808
Physical Address:	Mile 19 Richardson Hwy, Valdez, AK 99686-1808

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Name	Address	% Owned	Titles
Jesse Passin-McFarland			Organizer

Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Michael Franciosi

PO Box 110806, Juneau, AK 99811-0806 Telephone: (907) 465-2550 Fax: (907) 465-2974 Text Tel: (907) 465-5437 Website: http://commerce.alaska.gov/dnn/cbpl

Alaska Entity #10020465

State of Alaska Department of Commerce, Community and Economic Development Corporations, Business and Professional Licensing

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

Mega Trucking, LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **April 25, 2014**.

fusak Bell

Susan K. Bell Commissioner

2651 Richardson Highway Area



CITY OF VALDEZ, ALASKA

RESOLUTION NO. 92-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, INCREASING THE PER CUBIC YARD PRICE OF GRAVEL EXTRACTED FROM CITY OWNED PROPERTY.

WHEREAS, the City of Valdez leases land for the extraction of sand and gravel; and,

WHEREAS, the City of Valdez currently assesses a per cubic yard fee of \$.35 for sand and gravel removed from City land; and,

WHEREAS, the City Council has determined that the per cubic yard value of gravel extracted from City property be increased to reflect the market value of the gravel.

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

Section 1: The per cubic yard of sand & gravel removed from the City gravel leases in the Glacier Stream area shall be increased to \$0.60 per cubic yard.

Section 2: The per cubic yard of sand and gravel removed from the City gravel leases in the Mineral Creek area shall be increased to \$0.75 per cubic yard.

Section 3: This resolution shall take affect immediately upon adoption by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 18th day of John Mary, 1992.

CLTY OF VALDEZ, ALASKA Min John Harris, Mayor

ATTEST:

Jeanne D. Donald, City Clerk

#61Res92-16.203





FEE: \$50.00 SITE PLAN (WAIVED 2013 PER RESOLUTION #12-72)

CITY OF VALDEZ

APPLICATION FOR CONDITIONAL USE PERMIT

APPLICATION NUMBER 20-02	DATE 12/2/19
NAME OF APPLICANT MEGA TRUCKING, LLC	
ADDRESS OF APPLICANT 460 SAWMILL DR.	
DAYTIME PHONE (907) 255-9169	
SIGNATURE	
LEGAL OWNER CITY OF VALDEZ	
ADDRESS 212 CHENEGA, VALDEZ, AK 99686	
PHONE NUMBER (907) 835-4313	
STREET ADDRESS: 2651 Richardson Hwy.	
LEGAL DESCRIPTION: PORTION OF TRACT A ASLS 79-116	
CURRENT ZONING _{HEAVY INDUSTRIAL}	
PROVISIONS OF ZONING ORDINANCE REQUIRIN SETBACK, LOT COVERAGE, ETC.)	NG A VARIANCE (I.E.
USE REQUESTED NATURAL RESOURCE EXTRACTION / PR	OCESSING / STOCKPILING
TEMPORARY HOW LON	IG
PERMANENT x	

ComDev/Data/Forms/P & Z Forms/ CUP Application

Rev. 1_23_12

Please answer the following questions:

How will the proposed use conform to the present and future development of the area? What will be its effect on present and future development?

Why is there a need in the area for the Conditional Use requested? Wherever possible, substantiate this statement with factual data.

Why is this site especially suited to the Conditional Use proposed?

Why would the Conditional Use have no detrimental effects on surrounding property and uses?

Attach or include any other information you feel is relevant to this application

ComDev/Data/Forms/P & Z Forms/ CUP Application Rev. 1_23_12

How will the proposed use conform to the present and future development of the area? What will be its effect on present and future development?

There is currently no development in this area, it is adjacent to an active gravel pit, and a previously mined gravel pit. The proposed mine site will effect future development in Valdez by providing sand and gravel for various construction projects for many years. The mine site can potentially be used in the future to place extracted river materials from Glacier Stream as part of an ongoing flood mitigation strategy.

Why is there a need in the area for the Conditional Use requested? Wherever possible, substantiate this statement with factual data.

This property is well suited to supply the gravel needs in Valdez for many years.

Why is this site especially suited to the Conditional Use proposed?

This property is located near historical and existing gravel pits, and does not route heavy truck traffic through residential areas.

Why would the Conditional Use have no detrimental effects on surrounding property and uses?

The surrounding properties will not be detrimentally affected because they will be unaffected by our practices, and are currently unused. Surrounding properties are zoned Heavy Industrial. We use various BMPs (best management practices) to prevent and mitigate fuel spills, and pollution.

-LEGAL DESCRIPTION

Tract A ASLS 79-116

-OBJECTIVE

To use the land for gravel extraction, processing, storage, and manufacturing of concrete and asphalt.

-PROJECT DESCRIPTION

-ACCESS

Mega will work with the State of Alaska to gain access from Airport Rd. thru State of Alaska land to the Gravel Lease. Glacier Haul Dump Rd. will be a secondary access.

-LAND USE

The Northernmost portion of the land will be cleared and leveled for manufacturing concrete and asphalt. South of the manufacturing will be cleared and leveled for stockpiling and processing of the raw materials. The furthest South area will be cleared as needed and used for material extraction

-BUILDINGS

A maintenance building may be erected for on site repairs.

-TRAFFIC

Traffic patterns in the pit will be clearly marked in accordance with MSHA standards. The entrances will be cleared of vegetation such that oncoming traffic will be visible.

-SITE PLAN AND DRAWINGS

See attached drawings.

-POLUTION MITIGATION

Oil spill response drums are placed in strategic locations for quick response in the event there is an oil or fuel spill. By employing "Best Management Practices", All efforts will be made to prevent spills or pollution.

-GRADING AND DRAINAGE

The cleared areas will be graded and sloped to the perimeter so the drainage will flow into a vegetative buffer.

-EXISTING AND PROPOSED TOPOGRAPHICAL CONTOURS

See attached for existing topographical contours.

-WORK DEPTHS

Maximum depths of excavation have not yet been determined, but Mega will work to ensure industry standards are used.

-OVERBURDEN

Overburden from clearing will be mainly vegetation, and used as a visual buffer as needed on the property perimeter.

-EROSION AND SEDIMENT CONTROL PLAN

Cut banks will be at a 2:1 ratio, or follow industry standards. BMPs will be used to capture sediment. The vegetative buffer will be the primary sediment control. Other BMPs will be used as necessary.

-RECLAMATION PLAN

In the process of excavating the cut banks will be sloped to a reclaimed angle. This eliminates the need for further reclaiming of pit walls. The remaining areas will be leveled to match current topographical contours.

-SECURITY PLAN

Gates will be installed at the Northern and Southern entrances.

-DESCRIPTION OF EXTRACTION AND PROCESSING OPERATIONS

-INGRESS AND EGRESS POINTS

Entrances will be 24 ft. wide, large enough for two lane truck traffic. There will be access from Airport Rd., as well as from Glacier Haul Dump Rd..

-HOURS OF OPERATION

Typical working hours are 6AM to 8PM, seven days a week, excluding the winter months.

-QUANTITIES TO BE EXTRACTED

Expected quantities will be between 10,000 cubic yards, and 20,000 cubic yards annually.

-PUBLIC HEALTH AND SAFETY

Mega Trucking, LLC follows MSHA standards for safety of workers and the public. This property will be gated, and is not open to the public.

-NOISE, DUST, SURFACE WATER RUNOFF

Noise levels will not impact any neighbors due to the remote location of the processing equipment. Dust is mitigated thru the use of water, either spread on the drivable surfaces, or sprayed in critical areas on processing equipment. Water runoff will be routed to the vegetative buffer to the perimeter.

-FINAL RECLAIMATION

At the end of the Gravel Lease period the property will be fully reclaimed, leveled, and void of any debris.



Legislation Text

File #: RES 20-0038, Version: 1

ITEM TITLE:

#20-38 - Authorizing the Continuance of the COVID-19 Local Government Disaster Declaration

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution # 20-38

SUMMARY STATEMENT:

AS 26.23.140 allows for the continuation of a local disaster declaration for a period of more than seven (7) days by the consensus of the local governing authority.

Because of the ongoing nature of the COVID-19 pandemic emergency, the declaration dated March 17, 2020 shall remain in effect until August 5, 2020 or until the COVID-19 is no longer declared a federal or state emergency, whichever occurs first.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 20–38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING THE CONTINUANCE OF THE COVID-19 LOCAL GOVERNMENT DISASTER DECLARATION

WHEREAS, on March 11, 2020, the State of Alaska declared a public health emergency in response to an anticipated outbreak of the COVID-19 in Alaska: and

WHEREAS, on March 17, 2020, the City of Valdez declared a local government disaster in preparation of an outbreak of the COVID-19 in the community; and

WHEREAS, while the full extent and effect of COVID-19 cannot yet be known, it remains vital for the City of Valdez to be prepared and take all needed precautions throughout the entire timeframe of the emergency related to COVID-19; and

WHEREAS, AS 26.23.140 allows for the continuation of a local disaster declaration for a period of more than seven (7) days by the consent of the local governing authority.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Valdez, Alaska, that:

Section 1. Because of the ongoing nature of the emergency, the declaration of disaster dated March 17, 2020, shall remain in effect until August 5, 2020, or until the virus is no longer declared a federal or state emergency, whichever occurs first.

Section 2. The provisions of Chapter 2.80 – Procurement Policy, may be waived until August 5, 2020, or until the virus is no longer declared a federal or state emergency, whichever occurs first.

PASSED AND APPROVED this 7th day of July, 2020.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



LOCAL GOVERNMENT DISASTER DECLARATION CITY OF VALDEZ, ALASKA

WHEREAS, on March 11, 2020, the World Health Organization declared that the global coronavirus crisis or COVID-19 is now a pandemic; and

WHEREAS, on March 11, 2020, the State of Alaska declared a public health emergency in response to an anticipated outbreak of COVID-19 in Alaska; and

WHEREAS, the City of Valdez is a political subdivision within the State of Alaska; and

WHEREAS, while the potential extent and effect of COVID-19 cannot yet be known, it remains vital for the City of Valdez to be prepared and take all needed precautions throughout the entire timeframe of the emergency related to COVID-19; and

WHEREAS, it is essential to implement local emergency powers given the potential ability of the virus to cause death or injury to people, necessitating measures to protect the public health, safety and welfare; and

WHEREAS, this public health emergency may require significant overtime by city personnel, emergency contractual engagement of supplies or medical personnel or resources to protect the public health, safety and welfare.

NOW, THEREFORE, it is hereby declared that:

Section 1. The Mayor of the City of Valdez does declare a Local Disaster Emergency per AS 26.23.140 to exist within the City of Valdez.

Section 2. It is requested that the Governor of Alaska provide State assistance to the City in its response to the virus necessary to meet the public safety and welfare needs arising from or incidental to COVID-19 and to recover from the damages caused.

Section 3. A public health related order, if any, shall be consistent with federal or state public health official recommendations.

Section 4. City Council approval shall be required prior to the issuance of any orders (1) related to private property, (2) related to mass quarantine or isolation, or (3) related to rationing of goods or supplies.

Local Government Disaster Declaration March 17, 2020 Page 2

IT IS FURTHER DECLARED AND ORDERED that during the existence of this State of Emergency the City Manager shall exercise those powers, functions and duties prescribed by Alaska Statutes, the City Charter, and all applicable ordinances, resolutions, special acts, and the City Emergency Operations Plan in order to minimize the effects of said emergency.

DATED: This 17th day of March, 2020.

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk





Legislation Text

File #: 20-0294, Version: 1

ITEM TITLE:

Procurement Report: Professional Services Agreement with Wolf Architecture, Inc. for City Council Chamber Upgrades in the Amount of \$49,020.00

SUBMITTED BY: Melissa Ross, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$49,020.00 Unencumbered Balance: \$250,000.00 Funding Source: 350-0310-55000.2010

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Project Description:

Complete the design to:

- 1. Remove and replace existing carpet, vinyl floor covering (Including suspected asbestos tile), and rubber base in the Entry, Council Chambers and associated toilet rooms. This includes the dais area but excludes the Kitchen, storage, stairs, second floor or other support spaces.
- 2. Patch and repaint Gypsum Wall Board.
- 3. Replace and/or provide new wainscot wall protection and trims In Council Chambers, Entry and Toilet rooms.

Additional design tasks to be included as ADDITIVE ALTERNATE items

- 1. Acoustic Ceiling Tile--Upgrade Seismic restraints in existing Ceiling grid and replace Acoustical Ceiling tile (Alt 1).
- 2. Lighting--Replace existing fluorescent troffer and recessed can light fixtures with efficient, dimmable LED light fixtures (Alt 2)
- 3. Dais--Modify and expand existing Dais to accommodate additional seating (Alt 3).
 - a. Improve audience engagement
 - b. facilitate technology upgrades--coordination with AV
 - c. Improve accessibility and lighting.

Project Schedule: The engineering firm must complete the project within 365 days of written notice to proceed.

File #: 20-0294, Version: 1

Project Estimate: \$49,020.00

Report Filed per City Code 2.80.040



City of Valdez Agreement for Professional Services

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and WOLF ARCHITECTURE, INC. ("Consultant") is effective on the <u>29th</u> day of May, 2020.

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

Project: City Council Chamber Upgrades Project No: 20-350-2010 Contract No.: 1630 Cost Code: 350-0310-55000.2010

Consultant's project manager under this agreement is Chris Whittington-Evans.

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

City's project manager is Melissa Ross.

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 365 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:

Type of Insurance	Limits of Liability Each Occurrence	Aggregate
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:

Appendix	Title
А	Scope of Work
В	Basis of Compensation
С	General Conditions



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.

WOLF ARCHITECTURE, INC.

BY: Chris Whittington-Evans

DATE: May 29th, 2020

TITLE: Architect

FEDERAL ID #: 92-0171904

625 South Cobb St., Ste. 200 Mailing Address

Palmer, AK, 99645 City, State, Zip Code

CITY OF VALDEZ, ALASKA APPROVED:

Mark Detter, City Manager

City Manager Date:

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date:

RECOMMENDED:

Signature of Company Secretary or Attest

Date: June 1, 2020

Nathan Duval, Capital Facilities Director

Date: 6-5-20

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C. Wakeland 190



Appendix A Scope of Work

BASIC SERVICES

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

Complete the design to:

- 1. Remove and replace existing carpet, vinyl floor covering (Including suspected asbestos tile), and rubber base in the Entry, Council Chambers and associated toilet rooms. This includes the dais area but excludes the Kitchen, storage, stairs, second floor or other support spaces.
- 2. Patch and repaint Gypsum Wall Board.
- 3. Replace and/or provide new wainscot wall protection and trims In Council Chambers, Entry and Toilet rooms.

Additional design tasks to be included as ADDITIVE ALTERNATE items

- 1. Acoustic Ceiling Tile--Upgrade Seismic restraints in existing Ceiling grid and replace Acoustical Ceiling tile (Alt 1).
- 2. Lighting--Replace existing fluorescent troffer and recessed can light fixtures with efficient, dimmable LED light fixtures (Alt 2)
- 3. Dais--Modify and expand existing Dais to accommodate additional seating (Alt 3).
 - a. Improve audience engagement
 - b. facilitate technology upgrades--coordination with AV
 - c. Improve accessibility and lighting.

This proposal Includes all work necessary to achieve the scope of work outlined above and will be completed with the following work phases:

- 1. Testing and As-builting
- 2. Schematic Design
- 3. Design Development
- 4. Construction Documents
- 5. Bidding
- 6. Construction Administration services

The scope of work is more specifically described in the attached proposal dated May 19, 2020 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 $\frac{49,020.00}{20.00}$ 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).



May 19, 2020

Attn: Melissa Ross City of Valdez P.O. Box 307 Valdez, AK 99686 Email— <u>mross@valdezak.gov</u>

Fee Proposal P-2020-5-REV1 Architectural/Engineering Consulting Services For Valdez City Council Chamber Finish and Lighting Upgrades

Wolf Architecture is pleased to provide fees to design and oversee construction of the renovation of the existing City Council Chambers at the City of Valdez municipal complex. We understand the project to include the refinishing and/or replacement of existing finishes and will include lighting and casework improvements as bid alternates.

- 1. The BASE SCOPE work includes the following:
 - a. Remove and replace existing carpet, vinyl floor covering (Including suspected asbestos tile), and rubber base in the Entry, Council Chambers and associated toilet rooms. This Includes the dais area but excludes the Kitchen, storage, stairs, second floor or other support spaces.
 - b. Patch and repaint Gypsum Wall Board.
 - c. Replace and/or provide new wainscot wall protection and trims In Council Chambers, Entry and Toilet rooms
- 2. Additional design tasks to be included as ADDITIVE ALTERNATE items
 - a. Acoustic Ceiling Tile--Upgrade Seismic restraints in existing Ceiling grid and replace Acoustical Ceiling tile (Alt 1).
 - b. Lighting--Replace existing fluorescent troffer and recessed can light fixtures with efficient, dimmable LED light fixtures (Alt 2)
 - c. Dais--Modify and expand existing Dais to accommodate additional seating (Alt 3).
 - 1. Improve audience engagement
 - 2. facilitate technology upgrades--coordination with AV
 - 3. Improve accessibility and lighting.

3. Mechanical Ventilation Design and Install new Heat Recovery Ventilation (HRV) system (Alt. 4)

a. The goal of this work Is to provide proper ventilation of assembly space.

4. Heating--Replace Existing Boiler and associated pumps, valves and piping with modern equipment--work will Include remediating any ACM Insulation (Alt. 5)

This proposal Includes all work necessary to achieve the scope of work outlined above and will be completed with the following work phases:

- 1. Testing and As-builting
- 2. Schematic Design
- 3. Design Development
- 4. Construction Documents
- 5. Bidding
- 6. Construction Administration services

I. Scope of Architect's Services

This proposal outlines the scope of services provided by Wolf Architecture and consultants to produce the required documents for the proposed design. This agreement represents the entire and integrated agreement between the Owner, the Owners Representative, and Architect. The agreement supersedes all prior negotiations, representations or agreements, either written or oral and may be amended only by written instrument signed by both Owner Representative and Architect.

Phases 1-2. Pre and Schematic Design

This design effort will define the size, configuration, quantity, and quality of work. Deliverables for the Concept/Schematic Design work includes the following drawings:

- As-Builting facility & systems
- Hazardous Material Testing
- Demolition/Disruption Planning
- New Construction Planning
- 3 dimensional study (Dais)

- Cost Estimate
- Renderings for Council
- AV scope alignment
- Finish options

Phase 2. Design Development

Work performed during this phase will build on approaches agreed upon during SD. In addition, Mechanical, and Electrical lighting and AV coordination systems will be defined and developed within the scope of this work. Deliverables for the Design Development work phase include the following drawings:

- Demolition Plan
- Floor Finish Plan
- Reflected Ceiling Plan
- Interior Elevations
- Casework Design

- Mechanical Engineering
- Electrical Engineering
- AV coordination
- Hazardous Matl Remediation Plan
- Sheet Specifications

Phase 3. Construction Documents

The Construction Document phase will clarify and detail the project. Along with any Owner requested revisions, the design team will provide additional detail and specificity to the documents.

The work will include complete Architectural, Mechanical, and Electrical design drawings and specifications. Deliverables for the Construction Document work phase include the following:

- Floor Plan Demolition
- Floor Plan New Construction
- Reflected Ceiling Plan Demolition
- Reflected Ceiling Plan New Construction
- Interior Elevations
- Boiler and HRV-Design-demo and new
- Lighting & Electrical Design--demo & new
- Finish Schedule
- Dais Casework Design
- AV Integration
- Detailing
- Sheet Specifications

Phase 3. Bidding.

The design team will assist the City of Valdez in bidding the project including responding to Bidder questions and producing clarification drawings. We anticipate the City of Valdez will be responsible for bidding solicitations and administering the bid openings.

Phase 4. Construction Administration

This fee includes limited Construction phase visits (2 Architectural, 2-Mechanical, 1 Electrical) as well as a post-remediation inspection where Wolf Architecture and our Consultants will be present for on-site observations. Along with weekly progress meetings, CA services include submittal review, DCVR review/response, O&M reviews and markups, Record Drawing preparation.

II. Construction Cost

The design team will develop a rough estimate of probable Construction cost. We are not professional estimators but have a reasonably good understanding of the cost associated with construction In Valdez.

III. Reimbursable and Travel Expenses

We anticipate this project will dovetail with the other work we are performing at Station 1 and have therefore only accounted for 50% of anticipated travel time. We anticipate this design will require modest printing and courier costs.

IV. Owner's Responsibilities

- Provide Architect with requested information in a timely manner.
- Valdez Capital Facilities and Public Works personnel to advise, provide design input and approvals.
- Facilitate coordination of desired AV upgrades

V. Dispute Resolution

- Claims, Disputes, or other matters in question between the parties to this agreement shall be subject to Mediation as a condition precedent to arbitration.
- The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect.

VI. Payments to Wolf Architecture

1. Payments for basic services are due within 30 days of billing.

2. Payments withheld in excess of 30 days will be charged interest of a rate of 2%.

VII. Overhead Expenses

This fee includes all overhead expenses related to the travel, design and overseeing of this project except as noted below:

- 1. Permitting or costs related to permitting
- 2. Promotional Graphics
- 3. Graphic Design Services
- 4. Landscape Design

VIII. Table of Hourly Rates

Principal	Proj Mgr	Proj Arch	Intern Arch	Spec Writer	Admin
\$185.00	\$145.00	\$130.00	\$110.00	\$130.00	\$75.00

Phase	Testing	SD	CD	CA		Subtotal
Architectural		\$7,371	\$13,689	\$4,160		\$25,220
Consultant						
Coordination		\$203	\$662	\$418		\$1,283
Site Visits Travel		\$1,300		\$2,600	***	\$3,900
				Sub total		
				Architectural		\$30,403
Mechanical (CCE)		\$4,239	\$5,872	\$3,776	<u>**</u>	\$13,887
Mechanical (RSA) ⁺		\$5,457	\$10,133	\$3,470	**	\$19,060
Electrical (EIC)		\$2,030	\$3,770	\$3,230	**	\$9,030
Electrical (RSA) +		\$3,497	\$6,493	\$3,132	**	\$13,123
Haz-Mat (ATC)	\$3,700		\$2,850	\$950	**	\$3,800
				Sub total		
				Consultant		\$12,830
Total Fee (lowest)						\$43,233
Travel/Printing						
Reimbursables						\$5,787
Total						\$49,020

* Number of Site Visits included

⁺NOTE: Multiple fees were solicited for Mechanical and Electrical consultants. All consultants have significant experience with CoV projects. (CCE=Cold Climate Engineers--Craig Fredeen PE. formerly of CRW.) Subtotals and Totals reflect best value team. Owner may select alternate consultant at their discretion.

X. Terms of Service

Acceptance of the Terms of Service and the Fee Proposal shall be valid for up to 3 months from the date of the Agreement document.

XI. Compensation for Additional Services

- A. Work that is required or requested outside of the Scope of Work indicated above will be on a Time and Material basis or based on a re-negotiated Agreement. If the Scope of Work or the Architect/Engineer's services are changed materially, the amount of compensation shall be equitably adjusted.
- B. Compensation for additional services will be on an hourly basis according to the Table of Hourly Rates indicated above.

Architect

com x. 46-

Gary Wolf AIA LEED AP, President Wolf Architecture, Inc.



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.

<u>Change:</u> 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.

<u>City's Project Manager</u>: 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.

<u>Consultant's Project Manager:</u> The Consultant's representative in charge of the project(s) who is directly responsible and engaged in performing the required services.

<u>Extra Services:</u> Any services or actions required of the Consultant above and beyond provisions of this Agreement.

<u>Funding Agency(s)</u>: 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.

<u>Prime Compensation:</u> 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.

<u>Scope of Work:</u> 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. <u>Payments:</u>

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 <u>n/a</u>, 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. <u>Audits and Records:</u>

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City of 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. <u>Claims and Disputes:</u>

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. <u>Governing Laws:</u>

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. <u>Minimum Wages:</u>

Minimum wages as determined by the Department of Labor shall be paid to all persons performing work on this Contract.



City of Valdez Contract Release Page 1 of 2

The undersigned, _________for itself, its owners, partners, successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, as set forth herein related to or arising out of the following described contract ("Contract"):

Project: City Council Chamber Upgrades Project No: 20-350-2010/Contract No.: 1630

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

The undersigned hereby waives and releases any right or claim of lien, any state or federal statutory bond right, any private bond right, any claim for payment under the Contract, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for itself, its owners, directors, officers, its successors in interest, assigns, agents, attorneys, trustees, administrators, subcontractors, suppliers, and laborers.

The undersigned certifies that no amounts payable under the Contract have been assigned to anyone.

The undersigned agrees that this Release is not executed as a result of financial disadvantage. No promise or inducement has been offered or made except as set forth in the above Contract. Accordingly, the undersigned voluntarily waives any and all rights to void this Release or any of its provisions, due to economic or business distress and/or compulsion. The undersigned represents that it is familiar with and has had the opportunity for its attorneys to explain the meaning of decisions of the Alaska Supreme Court applicable to this Release including, but not limited to, *Petroleum Sales, Ltd. v. Mapco of Alaska, Inc.*, 687 P.2d 923 (Alaska 1984); *Totem Marine T. & B. v. Alyeska Pipeline, et. al.*, 584 P.2d 15 (Alaska 1978); and *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978).

The undersigned hereby declares that the terms of this Release have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all payment claims, disputed or otherwise, arising under or by virtue of the Contract. The undersigned represents and warrants that it has the full and complete legal authority to enter into this Release, that the individuals executing this Release have the legal authority to do so, and that this Release shall be binding and enforceable upon it and its representatives, successors, and assigns, in accordance with its terms upon execution. The signature of the undersigned is an acknowledgement that the person signing has the authority to bind the party to this Release.



City of Valdez Contract Release Page 2 of 2

IN WITNESS WHEREOF, I have here 2020.	unto set my h	and and seal th	isday of,
			COMPANY
		:	SIGNATURE
			TITLE
STATE OF ALASKA THIRD JUDICIAL DISTRICT))ss.		
THIS IS TO CERTIFY that on this for the State of Alaska, personally appe	day of	, 20	, before me, Notary Public in and
RELEASE and knew contents thereof to that he signed the same freely and volur was duly authorized to execute the foreg	and acknow o be true and ntarily for the	ledged to me the correct to the buses and purposed	, known to me to be its hat he has read this foregoing est of his knowledge and belief, and oses therein mentioned, and that he
WITNESS my hand and not		-	

Notary Public in and for Alaska

My Commission expires:



Legislation Text

File #: 20-0295, Version: 1

ITEM TITLE: Quarterly Financial Statements for period ending 3/31/2020 SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Quarterly financial statements, including preliminary audited fund balance figures

FINANCIAL SUMMARY AS OF 3/31/2020



Prepared By:Brian Carlson, Finance DirectorContact:bcarlson@ci.valdez.ak.us

(907) 834-3461

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	ADOPTED	REVISED	BUDGET	YTD	YTD TO	
	BUDGET	BUDGET	<u>CHANGE</u>	ACTUAL	BUDGET	<u>NOTES</u>
GENERAL FUND SUMMARY						
BEGINNING FUND BALANCE	50,155,138	50,155,138	-	50,155,138		1
REVENUE	47,599,550	47,599,550	-	996,546	2.1%	
EXPENSE	40,883,796	40,606,904	(276,893 <u>)</u>	8,125,727	20.0%	
NET REVENUE (EXPENSE)	6,715,754	6,992,646	276,893	(7,129,181)		
TRANSFERS IN	2,890,600	2,934,705	44,105	44,105	1.5%	2
TRANSFERS OUT	7,132,247	12,188,708	5,056,460	12,188,708	100.0%	
NET TRANSFERS IN (OUT)	(4,241,647)	(9,254,003)	(5,012,355)	(12,144,603)		
ENDING FUND BALANCE	<u> 52,629,244</u>	47,893,781	(4,735,463)	30,881,354		
GENERAL FUND DETAIL						
REVENUE						
TAXES	44,494,300	44,494,300	-	68,406	0.2%	3
STATE SHARED	277,300	277,300	-	-	0.0%	4
PILT	737,800	737,800	-	3,148	0.4%	5
INTEREST	1,051,500	1,051,500	-	471,888	44.9%	6
SERV CHARGES & SALES	424,900	424,900	-	96,136	22.6%	
FED & STATE GRANTS	387,800	387,800	-	277,905	71.7%	7
UTILITIES	151,200	151,200	-	22,880	15.1%	8
LICENSES & PERMITS	13,600	13,600	-	610	4.5%	9
MISC	6,750	6,750	-	43,312	641.7%	10
RECREATION	33,300	33,300	-	10,607	31.9%	11
FINES & FORFEITURES	21,100	21,100	-	1,655	<u>7.8</u> %	12
TOTAL REVENUE	47,599,550	47,599,550	-	996,546	2.1%	
TRANSFERS IN	2,890,600	2,934,705	44,105	44,105	1.5%	
TOTAL REVENUES & TRANSFERS IN	50,490,150	50,534,255	44,105	1,040,651	2.1%	

	ADOPTED	REVISED	BUDGET	YTD	YTD TO	
	BUDGET	BUDGET	<u>CHANGE</u>	<u>ACTUAL</u>	BUDGET NOTE	<u>s</u>
GENERAL FUND DETAIL, CONT'D						
DEPT EXPENSE						
ADMINISTRATION	964,000	964,000	-	201,665	20.9%	
ANIMAL CONTROL	516,426	516,426	-	94,581	18.3%	
BUILDING MAINT	1,940,647	1,940,647	-	381,448	19.7%	
CITY CLERK	678,669	678,669	-	142,355	21.0%	
CITY COUNCIL	350,250	350,250	-	39,136	11.2% 13	
CIVIC CENTER	884,339	884,339	-	165,074	18.7%	
COMMUNITY DEVEL	1,943,651	1,943,651	-	174,790	9.0% 14	
ECON DEVEL	835,611	835,611	-	176,994	21.2%	
ENGINEERING	1,309,348	1,309,348	-	210,871	16.1% 15	
FINANCE	1,024,434	1,024,434	-	223,420	21.8%	
FIRE	2,234,144	2,234,144	-	441,722	19.8%	
HOSPITAL	170,000	170,000	-	-	0.0% 16	
HUMAN RESOURCES	389,673	389,673	-	70,207	18.0%	
INFORMATION TECH	1,155,163	1,155,163	-	194,347	16.8% 17	
INSURANCE	343,000	343,000	-	49,539	14.4% 18	
LAW	1,650,000	1,650,000	-	206,281	12.5% 19	
LAW ENFORCEMENT	2,391,653	2,391,653	-	478,480	20.0%	
LIBRARY	661,419	661,419	-	138,147	20.9%	
PARKS & REC	1,241,130	1,285,235	44,105	248,401	19.3%	
PARKS MAINT	849,547	849,547	-	73,929	8.7% 20	
PUB SAFETY SUPPORT	1,524,475	1,524,475	-	304,249	20.0%	
SOLID WASTE	2,039,798	2,039,798	-	243,082	11.9% 21	
STREET/SHOP	2,495,286	2,495,286	-	645,860	<u>25.9</u> %	
TOTAL DEPT EXPENSES	27,592,665	27,636,770	44,105	4,904,576	17.7%	
SUPPORT EXPENSES						
EDUCATION	10,612,843	10,612,843	-	2,627,842	24.8%	
COMMUNITY SVC ORGS	2,678,288	2,746,963	68,675	663,516	<u>24.2</u> %	
TOTAL SUPPORT EXPENSES	13,291,131	13,359,806	68,675	3,291,357	24.6%	
TRANSFERS OUT	7,132,247	12,188,708	5,056,460	12,188,708	100.0%	
TOTAL DEPT EXPENSE, SUPPORT &						
TRANSFER	48,016,043	53,185,284	5,169,240	20,384,641	38.3%	

	ADOPTED	REVISED	BUDGET	YTD	YTD TO
	BUDGET	BUDGET	<u>CHANGE</u>	<u>ACTUAL</u>	BUDGET NOTES
SPECIAL REVENUE FUNDS					
AIRPORT FUND					
BEGINNING FUND BALANCE	1,011,034	1,011,034	-	1,011,034	
REVENUE	128,435	128,435	-	70,039	54.5% 22
EXPENSE	408,168	408,168		118,843	29.1%
NET REVENUE (EXPENSE)	(279,733)	(279,733)	-	(48,804)	
NET TRANSFER IN (OUT)	276,467	276,467		276,467	
ENDING FUND BALANCE	1,007,768	1,007,768	<u> </u>	1,238,697	
HARBOR FUND					
BEGINNING FUND BALANCE	2,141,016	2,141,016	-	2,141,016	
REVENUE	2,100,148	2,100,148	-	1,148,955	54.7% ²³
EXPENSE	1,789,630	1,789,630		302,930	16.9% ²⁴
NET REVENUE (EXPENSE)	310,518	310,518	-	846,024	
NET TRANSFER IN (OUT)	(316,113)	<u>(316,113)</u>		(316,113)	
ENDING FUND BALANCE	2,135,421	2,135,421	<u> </u>	2,670,927	
PORT FUND					
BEGINNING FUND BALANCE	2,135,458	2,135,458	-	2,135,458	
REVENUE	828,927	828,927	-	152,349	18.4%
EXPENSE	1,160,106	1,160,106		166,224	14.3% ²⁵
NET REVENUE (EXPENSE)	(331,179)	(331,179)	-	(13,876)	
NET TRANSFER IN (OUT)	331,179	331,179		331,179	
ENDING FUND BALANCE	2,135,458	2,135,458	<u> </u>	2,452,761	

	ADOPTED	REVISED	BUDGET	YTD	YTD TO	
	BUDGET	BUDGET	<u>CHANGE</u>	ACTUAL	BUDGET	<u>NOTES</u>
SPECIAL REVENUE FUNDS, CONT'D						
UTILITY FUND						
BEGINNING FUND BALANCE	2,131,425	2,131,425	-	2,131,425		
REVENUE	542,400	542,400	-	264,388	48.7%	26
EXPENSE	1,395,451	1,395,451	(0)	273,155	19.6%	
NET REVENUE (EXPENSE)	(853,051)	(853,051)	0	(8,767)		
NET TRANSFER IN (OUT)	853,051	853,051		853,051		
ENDING FUND BALANCE	2,131,425	2,131,425	0	2,975,709		
GILSON MEDICAL CLINIC						
BEGINNING FUND BALANCE	541,409	541,409	-	541,409		
REVENUE	145,300	145,300	-	41,594	28.6%	
EXPENSE	83,676	83,676		18,680	22.3%	
NET REVENUE (EXPENSE)	61,624	61,624	-	22,914		
NET TRANSFER IN (OUT)		_	<u> </u>			
ENDING FUND BALANCE	603,033	603,033	<u> </u>	564,323		
VALDEZ HOUSING IMPROVEMENT AUT	HORITY					
BEGINNING FUND BALANCE	2,765,612	2,765,612	-	2,765,612		
REVENUE	40,000	40,000	-	33,223	83%	27
EXPENSE		-		-	-	
NET REVENUE (EXPENSE)	40,000	40,000	-	33,223		
NET TRANSFER IN (OUT)		-	<u> </u>	-		
ENDING FUND BALANCE	2,805,612	2,805,612	<u> </u>	2,798,835		
OTHER GOVERNMENTAL FUNDS						
DEBT SERVICE FUND						
BEGINNING FUND BALANCE	7,037,630	7,037,630	-	7,037,630		
REVENUE	908,034	908,034	-	333,098	36.7%	28
EXPENSE	4,394,551	4,394,551		70,901	1.6%	29
NET REVENUE (EXPENSE)	(3,486,517)	(3,486,517)		262,198		
NET TRANSFER IN (OUT)	-	-	-	,->•		
ENDING FUND BALANCE	3,551,113	3,551,113		7,299,828		

Notes to Financial Summary

- 1 Preliminary Audited Fund Balance
- ² Budgeted Permanent Fund transfer transacted after 3/31
- ³ Property taxes not billed as of 3/31
- ⁴ State shared revenue not received as of 3/31
- ⁵ Federal PILT not received as of 3/31
- ⁶ 3/31 interest earnings include unrealized gains on treasury investments. COV typically holds its investments to maturity. Therefore, though unrealized gains/losses are reflected in periodic financial statements, they are not realized.
- ⁷ In First Quarter, received jail grant payments covering two quarters
- ⁸ Fewer active accounts due to business seasonality
- ⁹ Liquor License Shared Revenue not received as of 3/31
- ¹⁰ Received large supplemental insurance reimbursement on a prior year claim (school admin building)
- ¹¹ Higher usage of Rec Center facilities than anticipated
- ¹² Lower than normal Energy Assistance offsets
- ¹³ Budget for gasline development & advertising not used as of 3/31
- ¹⁴ Budget for professional services, temp wages, and training not used as of 3/31
- ¹⁵ Budget for contractual services and training not used as of 3/31. OT utilization lower than budgeted because not yet building season.
- ¹⁶ Providence Medical Counseling center support request not received as of 3/31
- ¹⁷ Budget for contractual services, training, and travel not used as of 3/31
- ¹⁸ Policy premiums are billed in July
- ¹⁹ Only 2 months billed as of 3/31
- ²⁰ Budget for contractual services not used as of 3/31, general operating expenses lower during offseason
- ²¹ Budget for contractual services not used as of 3/31, general operating expenses lower during offseason
- ²² Some airport leases are billed annually in January.
- ²³ Annual moorage fees are billed in January
- ²⁴ Temp wages and general operating expenses lower during offseason
- ²⁵ Temp wages and general operating expenses lower during offseason
- ²⁶ Utilities services are billed quarterly in advance, as of 3/31, 2 quarters were billed
- ²⁷ 3/31 interest earnings include unrealized gains on treasury investments. COV typically holds its investments to maturity. Therefore, though unrealized gains/losses are reflected in periodic financial statements, they are not realized.
- ²⁸ 3/31 interest earnings include unrealized gains on treasury investments. COV typically holds its investments to maturity. Therefore, though unrealized gains/losses are reflected in periodic financial statements, they are not realized.
- ²⁹ Debt payment paid according to schedule

CAPITAL PRO						
		Adopted		YTD	YTD	Project
		Budget	AMENDMENT	Expense	Encumbrance	Balance
4100	Airport plumbing and	7 224			7 224	
	restroom	7,224	-	-	7,224	-
AIRP Total		7,224	-	-	7,224	-
BUIL	BUIL KELS Ph II Parks Storage	5,052,478	(3,288,269)	18,955	1,385,683	359,571
	BUIL KELS Ph II Yellow Buildin	2,211,303	(1,255,740)	9,683	775,694	170,186
	BUIL Parks Building Maint					
	Shar	280,000	(280,000)	-	-	-
	BUILD Warehouse I Exterior	30,000	(30,000)	-	-	-
	City Buildings - Mobile					
	Genera	21,818	(21,818)	-	-	-
	City Wide Storage Facility -	25,000	(25,000)	-	-	-
	Roof Replacements	20,413	(20,413)	-	-	-
	VHS Library Windows &					
	Carpet	100,000	(100,000)	-	-	-
BUIL Total		7,741,013	(5,021,241)	28,638	2,161,377	529,757
	MKG Medical Clinic Backup					
CLIN	Gene	119,422	(27,138)	73,900	3,234	15,150
	MKG Medical Clinic Pipes	305,691	-	-	220,444	85,247
CLIN Total		425,114	(27,138)	73,900	223,679	100,397
FLOO	Flood Mitigation (City Cont)	37,199	(37,199)	-	-	-
	Flood Mitigation Project	275,442	-	408	10,134	264,899
	Glacier Stream Upstream					
	Design	24	(24)	-	-	-
	Glacier Streem Downstream					
	Desi	73	(73)	-	-	-
	South Lowe River Kicker Dike	32,588	(32,588)	-	-	-
	Watershed Match	2,480	(2,480)	-	-	-
FLOO Total		347,806	(72,365)	408	10,134	264,899
HARB	HARB Fuel Float Feasability St	-	75,000	-	-	75,000
	HARB SBH H-K Repl	300,000	300,000	-	-	600,000
	HARB SBH LED Light Upgr	224,940	(224,265)	-	-	675
	New Harbor GO 2015	57,467	-	16,052	42,279	(864)
	New Harbor Planning	2,557,913	-	16,625	221,264	2,320,024
HARB Total	SBH Dredging	18,330 3,158,650	(18,330) 1 32,405	32,677	263,544	2,994,835
MUSE	Air National Guard Memorial	5,901	(5,901)	-	-	-
	MUSE New Museum	350,000	-	24,462	24,178	301,360
		355,901	(5,901)	24,462	24,178	301,360
MUSE Total						
MUSE Total	Meyring Park (north)					
MUSE Total	Meyring Park (north) Upgrades	636,059	(232,259)		363,800	40,000

CAPITAL PRC	DJECTS					
		Adopted		YTD	YTD	Project
		Budget	AMENDMENT	Expense	Encumbrance	Balance
	PARK Meals Hill					
PARK	Development	-	200,000	-	-	200,000
	PARK Pavement Maint	-	500,000	-	-	500,000
PARK Total		766,859	1,140,241	-	367,100	1,540,000
POFI	Fire Station -Assesment	26	(26)	_		_
	New Fire Station	16,882,245	-	474,557	445,661	15,962,027
POFI Total		16,882,271	(26)	474,557	445,661	15,962,027
PORT	City Contribution Exp	-	(43,214)	-	195	(43,409)
	Kelsey Dock Phase II					()
	(warehous	-	20,386	23,682	46,599	(49,895)
	PORT CONT LED Light Upgr	117,134	(115,134)	-	-	2,000
PORT Total		117,134	(137,962)	23,682	46,794	(91,304)
RESE	Project Contingency	500,001	-	-	-	500,001
RESE Total		500,001	-	-	-	500,001
6010		<u> </u>			2 227	
SCHO	HHES Exterior Upgrade New Middle School	69,441	(67,214)	-	2,227	- 1,353,185
	Valdez City Schools ADA	1,353,185	-	-	-	1,555,165
		506,708	(506,708)	-	-	-
	VHS Gym Floor Replacement	2,608	(2,608)	-	-	-
SCHO Total		1,931,941	(576,530)	-	2,227	1,353,185
	Senior Center Canopies					
SENI	Grant	61,450	(61,450)	-	-	-
SENI Total		61,450	(61,450)	-	-	-
	Citywide Pavement &					
STRE	Utilities	14,959,974	-	-	-	14,959,974
		,,				,,
	East Pioneer Reconstruction	42,212	(2,212)	-	40,000	-
	Egan Drive Beautification	9,018	-	-	9,018	-
	STRE Pavement Mgt PH I	515,944	3,000,000	255,631	184,777	3,075,536
	STRE Pavement Mgt Ph II	-	1,000,000	-	-	1,000,000
	Whalen Ave Improvements	1,769	_	_	1,769	_
STRE Total	whaten we improvements	15,528,917	3,997,788	255,631	235,564	19,035,510
	Airport Industrial Subd					
WASE	WaterS	150,000	-	-	-	150,000
	Alpine Woods Sewer Project	330,344	_	-	234,722	95,622
	North Tank Mineral Creek	10,506	(10,506)	-	-	-
	Sewer Force Main Assesment	1,841,550	-	20,950	407,020	1,413,580
	STP Generator Project	4,989	(4,989)	-	-	-
	STP Outfall Design	2,083	-	-	2,083	-
	WASE WATE New Well #5	1,513,007	-	-	-	1,513,007
	Water/Sewer master plan	33,046	-	-	33,046	-
	Water/Sewer master plan	55,040				
	Wellhouse 2 & 3 Backup Gen	3,598	(3,598)	-	_	-

	Adopted Budget	AMENDMENT	YTD Expense	YTD Encumbrance	Project Balance
Grand Total	51,713,402	(651,270)	934,904	4,464,353	45,662,875

MAJOR MAINTENANCE

		Adopted		YTD	YTD	Projec
			AMENDMENT	Expense	Encumbrance	Balanc
AIRP	AIRP Light Repl	-	225,000	-	-	225,000
	AIRP Office Remodel	182,425	(144,063)	37,555	8,971	(8,163
	AIRPORT Tentant Garage					
	Exhaust	-	150,000	-	-	150,000
AIRP Total		182,425	230,937	37,555	8,971	366,837
	Animal Shelter-Kennel Curbs					
BUIL	& Drains Replacement	68,116	-	-	-	68,116
	Baler - Day Tank	6,000	(6,000)	-	-	-
	BUIL Anim Incinerator Repl	-	100,000	-	-	100,000
	BUIL Bale Overhead Door					
	Repl	100,000	-	97,686	-	2,314
	BUIL BALE Waste Oil					
	Furnance	149,754	-	-	-	149,754
	BUIL CITY Office Remodel	35,734	-	1,961	1,606	32,167
	BUIL City Panic and ADA Upgr	25,000		_	_	25,000
	BUIL City Revitalization	-	100,000	-	-	100,000
						,
	BUIL CIVI Emergency Lighing	25,000	55,000	-	-	80,000
	BUIL CIVI Exterior Staining	531,698	(123,388)	-	8,310	400,000
	BUIL CIVI Stage Repairs &					
	Refinishing	1,000	-	-	1,000	-
	BUIL CIVI Water Damage and					
	Elect	93,655	(93,655)	-	-	-
	BUIL Clin Interior Paint	-	25,000	-	-	25,000
	BUIL Con Upgr	-	250,000	-	-	250,00
	BUIL DDC Systems and HVAC					
	upgr	131,045	-	-	-	131,045
	BUIL Fire Sys Upgr	-	250,000	-	-	250,000
	BUIL Fuel tank Repl	98,562	-	-	-	98,562
	BUIL Insur Mach Repa	-	200,000	-	-	200,000
	BUIL Parking Lot Lights Repl	-	250,000	-	-	250,000
	BUIL Phone System					
	Replacement	164,656	-	3,933	67,709	93,014
	BUIL RECR Reception					
	Remodel	15,526	(15,526)	-	-	-
	BUIL Roof Repairs	-	200,000	-	-	200,000
	BUIL SENI Booster Heater	2,875	(2,875)	-	-	-
	BUIL Shelter Eval	-	100,000	-	-	100,000
	Building Maint OH Door	50.000	(50.000)			
	Upgrades	50,000	(50,000)	-	-	-
	City Hall Mold Asbestos	110 402	(110,402)			
	Assessment City-wide Exit Signs	119,492 120,725	(119,492) (70,725)	-	-	- 50,000
	City WIGE LAIL SIGIS	120,723	(10,123)	-		50,000
	Civic Center Weatherization					
	Study/Design	330	(330)	-	-	-
	Hazmat Testing-various buildings	212,911				212,911

MAJOR MAINTENANCE

MAJOR MAI	NTENANCE					
		Adopted		YTD	YTD	Project
	Library Danais and Danaist	Budget	AMENDMENT	Expense	Encumbrance	Balance
BUIL	Library-Repair and Repaint Walls	9,645	(8,086)	_	1,559	_
BOIL	Museum Entry Door Rpl &	3,045	(8,080)	-	1,555	
	ADA Upgrade (design)	2,420	(2,420)	-	-	-
BUIL Total		1,964,143	1,037,503	103,579	80,184	2,817,883
				•	•	
HARB	HRB SBH Elect Vaults	-	100,000	-	-	100,000
	SBH - underwater inspections					
	repairs	170,858	(170,858)	-	-	-
	SBH-Walk/Concrete/Fence					
	Replacement	150,000	-	-	-	150,000
HARB Total		320,858	(70,858)	-	-	250,000
	PARK Alpine Woods					
PARK	Playground	1,655	(1,655)	_	_	_
FARK	Flayground	1,055	(1,055)			
	PARK Shelter Structual Repa	32,875	-	1,500	23,224	8,151
PARK Total		34,530	(1,655)	1,500	23,224	8,151
		,	())	,	- /	
	Fire Station I- Berthing					
POFI	Quarters (design)	33,703	330,396	2,854	292,745	68,500
	POFI FIRE Station 4 Backup					
	Pow	20,000	(20,000)	-	-	-
	POFI Radio Repeater Repa					
	Upgr	-	250,000	-	-	250,000
	Police Storage Facility	230,000	(230,000)	-	-	-
	Dellas Techerolas - Hereida		(44.242)			
	Police Technology Upgrade	11,213	(11,213)	-	-	-
POFI Total		294,917	319,183	2,854	292,745	318,500
PORT	2018 PORT Security Grant	319,250	-	_	4,892	314,357
I OKI	Airport HVAC Upgrades	751,033	(421,189)	4,988	229,856	95,000
		, 51,000	(122)200)	1,500	223,000	55,000
	Airport-replace water lines	41	(41)	-	-	-
	Kelsey Dock Security		. ,			
	Cameras	15,000	-	-	-	15,000
	PORT Cont Causway &					
	Transfer Repa	-	200,000	-	-	200,000
	PORT CONT Electrical					
	Inspection, Maint, Repa	1,883,640	(486,202)	-	1,303,709	93,729
	PORT Kels Decking Repl	531,000	132,400	-	13,400	650,000
	PORT KELS Dolphin Impr	-	100,000	-	-	100,000
	Port Security Grant COV	100 117			4 604	404 700
	MATCH	106,417	-	-	1,631	104,786
	VCT R.E. Staite Building	76 075				
	Improvements VCT Repairs	76,075 106,175	(76,075) (106,175)	-	-	-
	VCT Safety Ladder	100,175	(100,175)	-	-	-
	Replacement	39,969	(39,985)	-	-	(15)
	VCT Security Gate	33,303	(33,303)			(±5)
	Replacement	17,156	-	-	-	17,156

MAJOR MAINTENANCE

Grand Total		8,489,479	5,998,181	252,214	2,120,083	12,115,364
STRE Total		333,698	(183,562)	-	135	150,000
STDE Total	Zook Sewer Extension	600	(600)	-	- 135	-
	Gutter and Sidewalk Repl	90,748	(90,612)	-	135	-
	STRE W Klutina Repave,				_	
	Sidewalk Repl	202,350	(202,350)	-	-	-
	STRE S Meals Curb, Gutter					
	Repa	-	150,000	-	-	150,000
	STRE Mineral Creak Bridge					
STRE	STRE E Hangita Impr	40,000	(40,000)	-	-	-
SENI Total		54,190	201,030	47,500	5,050	243,410
SENI Total	Senior Center Upgrades	34,196 34,196	261,630 261,630	47,366 47,366	5,050 5,050	243,410 243,410
CENI	Soniar Contar Ungradas	24 100	261 620	47.200		242 440
SCHO Total		1,458,386	4,642,271	54,372	156,285	5,890,000
	VHS Gym Acoustics	1,545	(1,545)	-	-	-
	Boiler Upgrade	717,928	(847,616)	23,500	21,812	(175,000
	Swimming Pool Cover &					
	School Contingency	512	(512)	-	-	-
	SCHO HIGH Water Repl	112,830	1,410,426	-	23,256	1,500,000
	SCHO HIGH Generator Repl	66,620	1,467,506	7,502	26,625	1,500,000
	SCHO HIGH Concrete Repl	877	(877)	-	-	-
	SCHO HERM Water Repl	110,610	1,913,460	-	24,070	2,000,000
	SCHO HERM Generator Repl	66,620	462,063	5,820	22,863	500,000
	SCHO HERM Booster Heater	1,722	(748)	-	974	-
	SCHO ADMIN Water Repl	1,364	(1,364)	-	-	-
	Abatement	319,623	(319,623)	-	-	-
	SCHO ADMIN Water Damage					
	Replacement	3,134	13,439	-	1,573	15,000
	HHES Underground Fuel tank					
СНО	Caulking	55,000	547,663	17,550	35,113	550,000
	City Buildings Exterior					
RESE Total		20,571	460,000	-	-	480,571
RESE	Contingency Reserve	20,571	460,000	-	-	480,571
		Budget	AMENDMENT	Expense	Encumbrance	Balanc
		Adopted		YTD	YTD	Proje

DIECTS	Adopted		VTD	VTD	Project
		ANAENIDNAENIT			
Hespital Culvert at Truck	Бийдег	AWENDWENT	Expense	Encumprance	Balance
	100.000				100,000
· · · · · · · · · · · · · · · · · · ·	100,000	-	-	-	100,000
	75 000				75 000
		-	- 14 750	- 122 500	75,000
	223,230	(87,000)	14,750	125,500	-
Hospital - Panic Bar Upgrade	60,000	-	-	-	60,000
Hospital - Roof Maintenance	100.000	-	-	-	100,000
· ·					
	100.000	-	-	-	100,000
	100,000				100,000
	1.582.219	(10.328)	935,740	556.493	79,658
	_,,	(,	,	,
	42.770	-	-	-	42,770
	,				,
	196.280	-	-	-	196,280
	,				,
Hospital Emergency Lighting	-	-	-	-	-
Enhancements	525,978	-	279,107	44,817	202,054
Hospital New Power Supply	42,892	-	-	-	42,892
Hospital Oxygen Generator					
Relocation	103,385	(101,692)	-	1,693	-
Hospital Parking Lot					
Improvement	21,187	(21,187)	-	-	-
Hospital Water/Snow Drainage					
Study	44,745	(44,745)	-	-	0
PROV ER and Admission Door					
Upgr	-	60,000	-	-	60,000
PROV Loading Dock Drainage	-	50,000	-	-	50,000
PROV Maint Contingency	127,030	-	-	-	127,030
PROV Transfer Switch Repl	-	200,000	-	-	200,000
PROV Xray Repl	-	750,000	-	-	750,000
	3,346,735	795,048	1,229,597	726,502	2,185,684
	3,346,735	795,048	1,229,597	726,502	2,185,684
	Hospital - Culvert at Truck Delivery Drive Hospital - Door Stops & Fire Dor Closure Hospital - Long Term Doors Hospital - Panic Bar Upgrade Hospital - Roof Maintenance Hospital - Security Enhancements Hospital Copper Pipe Replacement Hospital Duct Above Server Room Hospital Electrical Line Conditioner Hospital Electrical Line Conditioner Hospital Infection Control Enhancements Hospital New Power Supply Hospital Oxygen Generator Relocation Hospital Parking Lot Improvement Hospital Water/Snow Drainage Study PROV ER and Admission Door Upgr	Adopted Budget Hospital - Culvert at Truck Delivery Drive 100,000 Hospital - Door Stops & Fire Dor Closure 75,000 Hospital - Long Term Doors 225,250 Hospital - Panic Bar Upgrade 60,000 Hospital - Panic Bar Upgrade 100,000 Hospital - Security Enhancements 100,000 Hospital Copper Pipe Replacement 1,582,219 Hospital Duct Above Server Room 42,770 Hospital Electrical Line Conditioner 196,280 Hospital Electrical Security Enhancements 525,978 Hospital Infection Control Enhancements 525,978 Hospital New Power Supply 42,892 Hospital Oxygen Generator Relocation 103,385 Hospital Parking Lot Improvement 21,187 Hospital Water/Snow Drainage Study 44,745 PROV Loading Dock Drainage - PROV Loading Dock Drainage - PROV Loading Dock Drainage - PROV Loading Dock Drainage - PROV Vransfer Switch Repl - PROV Xray Repl - PROV Xray Repl -	Adopted BudgetAMENDMENTHospital - Culvert at Truck-Delivery Drive100,000-Hospital - Door Stops & Fire-Dor Closure75,000-Hospital - Long Term Doors225,250(87,000)Hospital - Panic Bar Upgrade60,000-Hospital - Roof Maintenance100,000-Hospital - SecurityEnhancements100,000-Hospital Copper Pipe-Replacement1,582,219(10,328)Hospital Electrical Line-Conditioner196,280-Hospital Infection Control-Enhancements525,978-Hospital New Power Supply42,892-Hospital New Power Supply42,892-Hospital Parking LotImprovement21,187(21,187)Hospital Parking LotMospital Parking LotPROV Loading Dock DrainageStudy44,745(44,745)PROV Loading Dock DrainagePROV Vransfer Switch ReplPROV Transfer Switch Repl	Adopted BudgetYTD BudgetHospital - Culvert at Truck-Delivery Drive100,000-Hospital - Door Stops & Fire Dor Closure75,000-Hospital - Long Term Doors225,250(87,000)14,750Hospital - Panic Bar Upgrade60,000Hospital - Security Enhancements100,000Hospital - Security Enhancement1,582,219(10,328)935,740Hospital Copper Pipe Replacement1,582,219(10,328)935,740Hospital Electrical Line ConditionerConditioner196,280Hospital New Power Supply42,892Hospital New Power Supply42,892Hospital New Power Supply42,892Hospital New Power Supply42,892Hospital Parking Lot Improvement21,187(21,187)Hospital Parking Lot Improvement21,187PROV Loading Dock Drainage-50,000PROV Loading Dock DrainagePROV Transfer Switch ReplPROV Transfer Switch ReplPROV Transfer Switch ReplPROV Transfer Switch ReplPROV Transfer	Adopted BudgetYTD AMENDMENTYTD ExpenseYTD EncumbranceHospital - Culvert at Truck Delivery Drive100,000Hospital - Door Stops & Fire Dor Closure75,000Hospital - Long Term Doors225,250(87,000)14,750123,500Hospital - Roof Maintenance100,000Hospital - Roof Maintenance100,000Hospital - Security Enhancements100,000Hospital Copper Pipe Replacement1,582,219(10,328)935,740556,493Hospital Electrical Line Conditioner196,280Hospital Electrical Line Conditioner196,280Hospital New Power Supply42,892Hospital Parking Lot Improvement103,385(101,692)-1,693-Hospital New Power Supply42,892Hospital Parking Lot Improvement21,187Hospital Parking Lot Improvement21,187PROV Loading Dock Drainage50,000PROV Loading Dock Drainage50,000PROV Kand Admission DoorUpgr-60,000PROV Kand Kortingency127,030

RESERVE FUNDS

				YTD	YTD	Account
		AdoptedBudget	Amendment	Expenditures	Encumbrance	Balance
Administrative	ADF&G Clean Vessel Act	127 204				127 204
Aummistrative	Grant ADF&G Clean Vessel Act	127,294	-	-	-	127,294
	MATCH	12 121				12 121
	Beautification Commitee	42,431 128,184	-	- 104	-	42,431 128,079
	Budget Variance Reserve	263,927	-	104	-	263,927
	Council Contingency	93,510	- 56,491	-	-	150,001
	Dike Repairs	282,629	50,491	4,629	2,897	275,103
	EMPG Benefits	282,029	_	4,029	2,897	275,105
	EMPG Salaries and wages	17,916	-	5,499	-	- 12,417
	Livit d Salaries and wages	17,510		5,455		12,417
	Energy Assistance Program	948,327	-	725,450	-	222,877
	Leave Liability Reserve	364,645	-	73,917	-	290,728
	LEPC Grant	-	-	-	-	
	LEPC Grant Expense	-	-	-	-	-
	Nuisance Abatement					
	Program	495,257	-	-	4,500	490,757
	Permanent Fund Reserve	2,890,600	-	-	-	2,890,600
	r ennanener i una neserve	2,000,000				2,000,000
	Police Scholarship Reserve	19,425	-	-	-	19,425
	Qaniq Challenge	4,185	-	-	-	4,185
	Run Series Expenditure	2,106	-	-	-	2,106
	School Budgetary	_,				_,
	Stabilization	500,000	-	-	-	500,000
	SHARP III	225,000	-	30,000	150,000	45,000
	Special Events Reserve	1,247	-	(650)	-	1,897
	VFDA Robe Lake ACE	_,	-	-	-	_,
Administrative	Total	6,406,682	56,491	838,949	157,397	5,466,827
Emergency						
Prep	Alaska Shield Drill CY Grant	-	-	-	-	-
	Alaska Shield Exercise COV					
	\$\$	9,917	-	-	-	9,917
	Benefits - Incident	-	-	894	-	(894)
	Benefits - Preparedness	13,653	-	2,048	-	11,605
	Damalanche 2014	-	-	-	-	-
	Emergency Preparedness	1,002,440	-	1,201	-	1,001,239
	Incident Mgmt Reserve	-	-	-	-	-
	Overtime - Incident	-	-	3,549	-	(3,549)
	Overtime - Preparedness	-	-	-	-	-
	Ransomware 2018	20 422		-	12,055	8,378
		20,433	-		,	
	Salaries and Wages	- 20,435	-	-	-	-
	Salaries and Wages	- 20,435	-	-	-	-
	Salaries and Wages Salaries and Wages - Incident		-	-	-	-
	Salaries and Wages Salaries and Wages - Incident Snow Removal Plan	-	-	-	-	-
	Salaries and Wages Salaries and Wages - Incident	20,433 - - 15,000	-	- - 4,845	-	- - 10,155
	Salaries and Wages Salaries and Wages - Incident Snow Removal Plan Implementati	-	-		-	
	Salaries and Wages Salaries and Wages - Incident Snow Removal Plan	-	-	- 4,845 25,918	- - - -	
	Salaries and Wages Salaries and Wages - Incident Snow Removal Plan Implementati Temp Wages - Preparedness	-	-			
	Salaries and Wages Salaries and Wages - Incident Snow Removal Plan Implementati Temp Wages - Preparedness Temporary Wages - Incident	-	-			
Emergency Pre	Salaries and Wages Salaries and Wages - Incident Snow Removal Plan Implementati Temp Wages - Preparedness Temporary Wages - Incident Unreimbursed Expense	-	-		- - - - - - - - - - - 12,055	(25,918) - -
Emergency Pre	Salaries and Wages Salaries and Wages - Incident Snow Removal Plan Implementati Temp Wages - Preparedness Temporary Wages - Incident Unreimbursed Expense	- - 15,000 - - -	-	25,918 - -		
Emergency Pre	Salaries and Wages Salaries and Wages - Incident Snow Removal Plan Implementati Temp Wages - Preparedness Temporary Wages - Incident Unreimbursed Expense	- - 15,000 - - -	-	25,918 - -		(25,918) - -

				YTD	YTD	Accoun
		AdoptedBudget	Amendment	Expenditures	Encumbrance	Balanc
quipment	Major Equipment Reserve	7,690,988	-	71,350	391,936	7,227,702
	Technology Reserve	875,357	250,000	151,259	11,051	963,046
Equipment To	otal	8,571,539	250,000	222,610	407,987	8,190,943
lood						
/litigation	COE Levee System Match	100,000	-	-	-	100,000
	FLOO GLAC Dump Rd Ext to					
	ADOT Dike	126,104	(124,190)	1,906	-	8
	FLOO Lowe Dike Maint and					
		-	2,356,436	-	-	2,356,436
	FLOO LOWE Ten Mile Exca	150,000	-	-	-	150,000
	FLOOD GLAC Landfill	250.000				250.000
	Protection	250,000	-	-	-	250,000
	FLOOD MINE Hmstd Tr &	400.000		21.020	6 174	
	Kicker Dike Repl	499,806	(472,605)	21,026	6,174	-
	Flood Mitigation Maintenanace	1 756 426	(2 256 426)			(600.000
	Glacier Streem Gravel	1,756,436	(2,356,436)	-	-	(600,000
	Extraction Plan	51	(51)	_	_	_
	Lowe River Buyout Option	168	(168)	-	-	-
	Lowe River Dike Slope Impr	108	(108)	-	-	-
	Design	38,100	(38,100)	_	_	_
	Design	58,100	(38,100)	-	-	-
	Lowe River Levee Evaluation	7	(7)	-	-	-
	Mineral Creek Existing		(-)			
	Revetment Evaluation	2,321	(2,321)	-	-	-
	Mineral Creek Gravel	,				
	Extraction PLAN	14	(14)	-	-	-
	Mineral Creek Sediment					
	Budget Analysis	3,594	(3 <i>,</i> 594)	-	-	-
Flood Mitigat	tion Total	2,926,599	(641,048)	22,933	6,174	2,256,444
and						
Development	Land - misc	188,312	-	750	7,274	180,288
	Land - Snow Lots	1,754,576	-	-	12,808	1,741,768
	Surveying Municipal Land	18,367	-	-	8,000	10,367
Land Develop	oment Total	1,961,255	-	750	28,082	1,932,423
andfill Closure	Landfill Closure Reserve	1 709 769				4,708,768
Landfill Closure		4,708,768 4,708,768	-	-	-	4,708,768
Eanum Closu		4,708,708	-			4,700,700
	Concrete/Asphalt Repairs for					
Maintenance	COV properties	25,200	-	-	-	25,200
	Harbor Major Maint &					
	Replace	6,596,368	-	-	-	6,596,368
		0,000,000				2,230,300
	Major Maintenance Reserve	8,583,479	5,998,181	252,214	2,120,083	12,209,364
	pavement Mgmnt	5,565,475	2,230,101		_,0000	,200,00-
	Regulations	76,847	-	-	3,000	73,847
	Projects Planning Reserve	-	-	-	-	-
	- ,					
	Road and Sidewalk Repairs	304,860	-	-	-	304,860

RESERVE FUN				YTD	YTD	Accoun
		AdoptedBudget	Amendment	Expenditures	Encumbrance	Balanc
		AdoptedBudget	Amendment	Experiatures	Encombrance	Dalanc
Maintenance	Sewer & Lift Station Repairs	447,526	-	2,100	5,900	439,526
Maintenance T		16,034,279	5,998,181	254,314	2,128,983	19,649,164
Planning	CEDS	36,628	-	-	-	36,628
	City Facilities & Storage					
	Needs Study	100,000	-	-	-	100,000
	City Onsite Sewer					
	Regulations	25,000	-	-	-	25,00
	Dry Stack Feasability Study	50,000	-	-	-	50,00
	Flood Planning	106,887	-	-	-	106,88
	Housing Needs Study	50,000	-	-	-	50,00
	marine Industrial Feasability					
	Study	17,552	-	-	1,000	16,55
	Master Planing Water/Sewer	50,000	-	-	-	50,00
	Master Planning - Solid					
	Waste	75,000	-	-	-	75,00
	Plan - Building Fire Code					
	Revision	32,717	-	-	-	32,71
	Plan - Comprehensive	451,256	-	-	376,320	74,93
	Port Tariff Study	20,000	-	-	-	20,00
	Water/Sewer Rate Study	125,000	-	-	-	125,00
Planning Total		1,140,039	-	-	377,320	762,71
Grand Total		42,810,604	5,663,624	1,378,009	3,117,998	43,978,22

Health Insurance Fund Report

3/31/2020

OF VALDEZ PL

ATUNITIES IN EVERY

Prepared by:Barb Rusher, ComptrollerContact:907.834.3456, brusher@valdezak.gov

			CI	ТΥ				SCHO	DOL					СОМВ		ט		
MONTH	DI	EPOSITS	CLAIMS	4	ADMIN FEE	VARIANCE	DEPOSITS	CLAIMS	Α	DMIN FEE	VARIANCE		DEPOSITS	CLAIMS	A	DMIN FEE	v	ARIANCE
JAN	2	273,997	162,543		45,546	65,909	278,128	260,496		36,061	(18,429)		552,126	423,038		81,607		47,480
FEB	2	283,767	154,445		48,280	81,042	283,192	242,693		37,034	3,465		566,960	397,138		85,314		84,507
MAR	2	277,268	381,261		48,502	(152,496)	283,184	381,071		36,710	(134,597)		560,451	762,332		85,211		(287,092)
APR						-					-		-	-		-		-
MAY						-					-		-	-		-		-
JUN						-					-		-	-		-		-
JUL						-					-		-	-		-		-
AUG						-					-		-	-		-		-
SEP						-					-		-	-		-		-
ОСТ						-					-		-	-		-		-
NOV						-					-		-	-		-		-
DEC						-					-		-	-		-		-
TOTALS	\$ 8	335,032	\$ 698,249	\$	142,328	\$ (5,545)	\$ 844,504	\$ 884,260	\$	109,805	\$ (149,560)	\$ 1	679,536	\$ 1,582,509	\$	252,133	\$	(155,105)

Health Insurance Fund Balance (Including Reserve)12/31/19:	4,420,548
Total Deposits	1,679,536
Total Claims	(1,582,509)
Premiums/Admin.Fee/Cost:	(252,133)
Claims and Stop Loss	553
Refunds	6,493
Rebates	35,424
Annual Fee US Pay.Gov	-
State Surcharge	(3,025)
Bank Fees	(375)
Interest Accrued	9,200
City Wellness & BIO Screening	(14,350)
Health Insurance Fund Balance (Including Reserve)	4,299,362

Investment Manager Asset Allocation

The table below contrasts the distribution of assets across the Fund's investment managers as of March 31, 2020, with the distribution as of December 31, 2019. The change in asset distribution is broken down into the dollar change due to Net New Investment and the dollar change due to Investment Return.

	March 31,	2020			December 3 ⁻	1, 2019
	Market Value	Weight	Net New Inv.	Inv. Return	Market Value	Weight
Domestic Equity	\$54,460,979	27.39%	\$3,663	\$(16,170,497)	\$70,627,813	31.58%
Large Cap Equity	\$41,440,954	20.84%	\$3,663	\$(10,099,500)	\$51,536,791	23.04%
Vanguard Institutional Index	41,440,954	20.84%	3,663	(10,099,500)	51,536,791	23.04%
Mid Cap Equity	\$9,293,430	4.67%	\$0	\$(3,928,032)	\$13,221,462	5.91%
Vanguard S&P Mid Cap 400 Index	9,293,430	4.67%	0	(3,928,032)	13,221,462	5.91%
Small Cap Equity	\$3,726,595	1.87%	\$0	\$(2,142,965)	\$5,869,560	2.62%
QMA US Small Cap	3,726,595	1.87%	0	(2,142,965)	5,869,560	2.62%
International Equity	\$35,149,892	17.68%	\$(13,437)	\$(9,802,461)	\$44,965,790	20.10%
Vanguard Intl Growth	16,726,292	8.41%	Ó	(3,072,042)	19,798,334	8.85%
Vanguard Intl Value	12,779,459	6.43%	0	(4,553,529)	17,332,988	7.75%
Brandes International Small Cap	5,644,141	2.84%	(13,437)	(2,176,890)	7,834,468	3.50%
Fixed Income	\$88,574,035	44.55%	\$(1,682)	\$1,033,099	\$87,542,618	39.14%
Alaska Permanent Cap Mgmt	31,995,286	16.09%	(1,682)	1,174,757	30,822,211	13.78%
Standish Global Fixed	25,397,921	12.77%	0	(601,654)	25,999,575	11.62%
Baird Aggregate Bond	31,180,827	15.68%	0	459,995	30,720,832	13.73%
Real Estate	\$20,625,258	10.37%	\$(57,164)	\$143,297	\$20,539,125	9.18%
UBS Trumbull Property	9,462,929	4.76%	(22,727)	41,685	9,443,971	4.22%
Morgan Stanley Prime Property Fund	11,162,329	5.61%	(34,436)	101,612	11,095,153	4.96%
Total Fund	\$198,810,164	100.0%	\$(68,619)	\$(24,796,562)	\$223,675,345	100.0%

Asset Distribution Across Investment Managers

Investment Manager Returns

The table below details the rates of return for the Fund's investment managers over various time periods ended March 31, 2020. Negative returns are shown in red, positive returns in black. Returns for one year or greater are annualized. The first set of returns for each asset class represents the composite returns for all the fund's accounts for that asset class.

			Last	Last	Last	
	Last	Last	3	5	7	
	Quarter	Year	Years	Years	Years	
Domestic Equity	(22.89%)	(11.72%)	1.78%	4.46%	8.03%	
Domestic Equity Target	(20.90%)	(9.13%)	4.00%	5.77%	8.93%	
Russell 3000 Index	(20.90%)	(9.13%)	4.00%	5.77%	8.96%	
arge Cap Equity	(19.60%)	(7.00%)	5.08%	6.70%	9.59%	
Vanguard Institutional Index	(19.60%)	(7.00%)	5.08%	6.70%	9.59%	
S&P 500 Index	(19.60%)	(6.98%)	5.10%	6.73%	9.62%	
Aid Cap Equity	(29.71%)	(22.55%)	(4.14%)	0.50%	-	
Vanguard S&P Mid Cap 400 Index	(29.71%)	(22.55%)	(4.14%)	0.50%	-	
S&P Mid Cap 400 Index	(29.70%)	(22.51%)	(4.09%)	0.56%	4.91%	
Small Cap Equity	(36.51%)	(28.90%)	(12.34%)	(5.60%)	-	
QMA US Small Cap	(36.51%)	-	-	-	-	
Russell 2000 Index	(30.61%)	(23.99%)	(4.64%)	(0.25%)	4.21%	
	(24.90%)	(42.400/)	(0.07%)	4.059/	2 5 4 0/	
nternational Equity	(21.80%)	(13.16%)	(0.27%)	1.65%	3.54%	
International Equity Target	(24.11%)	(16.32%)	(2.34%)	(0.60%)	1.21%	
Vanguard Intl Growth	(15.52%)	(3.34%)	7.25%	6.18%	7.00%	
Vanguard Intl Value	(26.30%)	(18.92%)	(3.52%)	(1.48%)	1.06%	
Custom Benchmark**	(23.36%)	(15.57%)	(1.96%)	(0.64%)	1.06%	
	(22.83%)	(14.38%)	(1.82%)	(0.62%)	1.75%	
MSCI ACWI ex US IMI (net)	(24.11%)	(16.32%)	(2.34%)	(0.66%)	1.06%	
Brandes International Small Cap	(27.80%)	(23.86%)	(9.83%)	-	-	
MSCI ACWI ex US Sm Value	(32.09%)	(25.06%)	(7.21%)	(2.16%)	0.01%	
Fixed Income	1.18%	6.66%	4.10%	3.00%	2.94%	
Alaska Permanent Cap Mgmt	3.81%	9.38%	4.84%	3.48%	3.30%	
Baird Aggregate Bond	1.50%	7.55%	4.54%	-	-	
Blmbg Aggregate Index	3.15%	8.93%	4.82%	3.36%	3.19%	
Standish Global Fixed	(2.31%)	2.41%	2.68%	-	-	
Bimbg Global Aggregate Index	1.45%	6.59%	4.65%	3.49%	3.72%	
	1.1070	0.0070	1.00 /0	0. 10 /0	0.1270	
Real Estate	0.31%	1.26%	5.03%	6.39%	7.54%	
UBS Trumbull Property - Net	0.20%	(3.28%)	2.38%	4.49%	6.17%	
Morgan Stanley Prime Property - Net		5.47%	7.50%	-	-	
NFI-ODCE Equal Weight Net	0.71%	4.38%	6.14%	7.82%	9.09%	
otal Fund	(11.09%)	(3.22%)	3.01%	3.77%	5.25%	
Target Benchmark*	(9.79%)	(1.58%)	3.74%	3.95%	5.18%	
CPI + 4.0%	1.34%	5.46%	5.89%	5.70%	5.32%	

* Current Quarter Target = 40.0% BImbg Aggregate, 29.0% Russell 3000 Index, 21.0% MSCI ACWI ex US IMI and 10.0% NCREIF NFI-ODCE Eq Wt Net.

** Custom Benchmark consists of MSCI EAFE Index through May 31, 2010 and MSCI All Country World Index ex USA thereafter.



Legislation Text

File #: 20-0296, Version: 1

ITEM TITLE: Comprehensive Plan Update SUBMITTED BY: Kate Huber, Planning Director

FISCAL NOTES:

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

RECOMMENDATION:

Report only.

SUMMARY STATEMENT:

Please join us for the first

Valdez Comprehensive Plan Revision Online Community Meeting

Tuesday, July 14, 2020 @ 6 PM

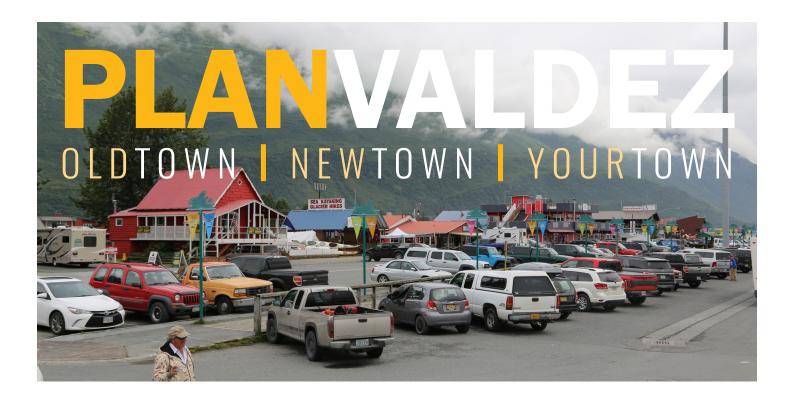
The meeting will be virtual through ZOOM, see the project website for the link 72 hours prior to the meeting or contact the Planning Department at 907.834.3401

The first community meeting will introduce the Comprehensive Plan Revision to the public and provide an overview as to the public's role throughout the duration of the project. There will be a presentation on Valdez's demographics, opportunities, and forecasting, as well as a question and answer period.

The content of the virtual meeting will be posted for two weeks on the project website after the date of the meeting for further comments.

There are three ways to participate in the online community meeting: by joining the live meeting via the link on the project website, watching the recorded meeting later by visiting the project website, or by contacting the Planning Department at 907.834.3401 to receive a paper copy of the meeting materials.

Project Website: https://valdezcompplan.blogspot.com



Valdez Comprehensive Plan Revision ONLINE COMMUNITY MEETING Tuesday, July 14, 2020 @ 6 PM

The meeting will be virtual through ZOOM, see the project website for the link 72 hours prior to the meeting or contact the Planning Department at 907.834.3401

The first community meeting will introduce the Comprehensive Plan Revision to the public and provide an overview as to the public's role throughout the duration of the project. There will be a presentation on Valdez's demographics, opportunities, and forecasting, as well as a question and answer period. The content of the virtual meeting will be posted for two weeks on the project website after the date of the meeting for further comments.

There are three ways to participate in the online community meeting: by joining the live meeting via the link on the project website, watching the recorded meeting later by visiting the project website, or by contacting the Planning Department at 907.834.3401 to receive a paper copy of the meeting materials.

Project Website: https://valdezcompplan.blogspot.com/



City of Valdez



Legislation Text

File #: 20-0297, Version: 1

ITEM TITLE: Change Order Report: Contract with Harris Sand & Gravel for Pavement Management Phase 1 -West Egan Drive. SUBMITTED BY: Thomas Sanborn, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$17,892.00 Unencumbered Balance: \$4,814,668.65 Funding Source: 310-1200-58000

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

Change Order 1 adds the replacement of a 12-inch water main valve and deducts the work for a 6inch water valve replacement from the contract. This need was clarified by the City of Valdez Water Department following a site walkthrough.

The total cost for this change order, included deductive savings, is \$17,892.

This report is filed per City Procurement Code 2.80.050



CHANGE ORDER CITY OF VALDEZ

TO: Harris Sand & Gravel, Inc. PO Box 6 Valdez, AK 99686

PROJECT: Pavement Management Phase 1 – West Egan Drive

DATE ISSUED:	6/17/2020
CHANGE ORDER NO.	1
COST CODE NO.	<u>310-1200-58000</u>
PROJECT NO.	19-310-1200
CONTRACT NO.	1603
Distribute to:	
Engineering	
Owner	x
Contractor	x
Other	

You are directed to make the changes in this CONTRACT as follows: Provide all labor, materials, etc. to replace a 12" water valve located at approximate STA 26+00. Deduct the work and cost for the 6" water valve replacement located at approximate STA 25+65.

Justification: The water department located and provide clarification on the need to replace this 12" valve in lieu of the 6" valve that was included in the design.

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

The original CONTRACT sum was	\$ 2,344,722.00
Change by previously authorized Change Order(s)	0.00
The CONTRACT sum prior to this Change Order was	2,344,722.00
The CONTRACT sum will be (increased/decreased) by this Change Order	17,892.00
New CONTRACT sum including this Change Order will be	2,362,551.00

CONTRACT time is not affected by this change order, date of Substantial Completion as of the date of this Change Order therefore remains October 31, 2021.

HARRIS SAND & GRAVEL, INC.

Bv Date:

CORPORATE SEAL

Attest:

Corporate Secretary

AUTHORIZED BY: CITY OF VALDEZ By:

Mark Detter, City Manager

Date:

RECOMMENDED

By: Nathan Duval, Director of Capital Facilities

Date:______6-24-20

		4	Additional V	Vork			
		QTY	unit	materials	labor	total	
12" Valve	EA	1	\$8,154.00	\$2,404.00	\$5,750.00	\$8,154.00	
12" Pipe	LF	30	\$348.50	\$3,305.00	\$7,150.00	\$10,455.00	
Valve Box	EA	1	\$1,500.00			\$1,500.00	
Anode	EA	2	\$250.00			\$500.00	
Survey	EA	1	\$500.00			\$500.00	
						Subtotal	\$21,109.00
		0	eductive W	/ork			
6" Valve	EA	1	\$2,500.00			\$2,500.00	
Trench Ex/Backfill	LF	45	\$12.00			\$540.00	
Bedding	TON	10	\$24.00			\$240.00	
						Subtotal	\$3,280.00
						TOTAL	\$17,829.00



Legislation Text

File #: 20-0298, Version: 1

ITEM TITLE: City Manager's Report July 7, 2020 SUBMITTED BY: Mark Detter

FISCAL NOTES:

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

RECOMMENDATION:

Receive and File

SUMMARY STATEMENT:

The following details my activities for the past three weeks:

•Attended two Mayor's COVID-19 Task Force Meetings-June 19th and June 26th.

The Task Force has been reviewing plans for potential relief from Port/Harbor fees by businesses impacted by COVID-19 and potential relief from property tax penalties and interest for a set period of time.

Additionally, a survey is being developed to measure the impacts of COVID-19 on businesses in Valdez and the Task Force has suggested a COVID Conscious Business Program, which would provide designation of businesses as COVID Conscious after a business achieved certain goals related to COVID mitigation plan.

My role as Incident Commander and City Manager has been changed due to unforeseen circumstances. While I remain in consultation with staff on a regular basis, Assistant City Manager Roxanne Murphy will be the Acting City Manager for the next two-three weeks and Assistant City Manager/Capital Facilities Director Nate Duval will act as Incident Commander for the Unified Command during the next two-three weeks as well.

I will be traveling to Kansas July 8-13th and Ms. Murphy and Mr. Duval's interim roles will remain through that time period, including periods of travel and observed quarantines. I plan to be available via e-mail and cell phone during these periods.

The major item I am working with the City Clerk on is planning for the Council retreat on July 17th-18th . More information will come soon.

The City Clerk will be placing an executive session on the Agenda for a half year evaluation of my

File #: 20-0298, Version: 1

performance (actually more like ³/₄ of year).

A project update will be presented during the Manager's report Tuesday night as well.



Legislation Text

File #: 20-0299, Version: 1

ITEM TITLE: Council Calendar - July 2020

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 calendar for July 2020 attached for reference.



2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 7pm — Planning & Zoning Special Meeting	2 7pm – Council Work Session (Discussion Regarding Face Covering Mandate)	3 HOLIDAY	4
5	6 7pm – Ports & Harbor Commission Meeting	7 7pm City Council Meeting	8 7pm – Planning & Zoning Commission Meeting	9	10	11
12	13 6:30 pm – School Board Meeting	14 6:30pm – PVMC HAC Meeting (@ PVMC) 6pm – Comprehensive Plan Community Meeting (Virtual thru Zoom) 7pm – Parks & Rec Commission Meeting	15 Noon – Flood Task Force Meeting 7pm – Economic Diversification Commission Meeting	16 6:30pm— VMHA Board Meeting (@ Museum)	17 Council Retreat	18 Council Retreat
19	20 7pm — Ports & Harbor Commission Meeting	21 7pm City Council Meeting	22 6:30pm – Hospital Expansion Task Force Meeting (@ PVMC) 7pm – Planning & Zoning Commission Meeting	23	24 Noon – Economic Recovery Task Force Meeting (@ Civic Center)	25
26	27 6:30 pm – School Board Meeting	28	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 7.2.2020 Note 2: Unless otherwise notated, all meetings and events listed on this calendar are held in City Council Chambers.