



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda - Final

City Council

Tuesday, September 15, 2020

7:00 PM

Council Chambers

Regular Meeting

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [City Council Special Meeting Minutes of March 20, 2020](#)

V. PUBLIC APPEARANCES

1. [Public Appearance: Kristin Carpenter, Prince William Sound Economic Development District](#)

VI. PUBLIC BUSINESS FROM THE FLOOR

VII. CONSENT AGENDA

1. [Appointment to City Economic Diversification Commission \(Partial Term - Katharine Adams\)](#)
2. [Approval to Go Into Executive Session Regarding Hilcorp Acquisition of BP](#)
3. [Renewal of Standard Marijuana Cultivation License #11234 - DKW Farms](#)
4. [Renewal of Limited Marijuana Cultivation License #10043 - Alaskan Greenery](#)
5. [Approval to Extend Snow Removal Contract with Nordic Village Supply for Area V for a Term of Two Years.](#)
6. [Approval to Extend Snow Removal Contract with P&R Enterprises Inc. for Area II for a Term of Two Years](#)
7. [Approval to Extend Snow Removal Contract with Harris Sand & Gravel for Areas I, III, and VI for a Term of Two Years](#)

8. [Approval to Extend Snow Removal Contract with Dunning Enterprises for Area IV for a Term of Two Years](#)

VIII. NEW BUSINESS

1. [Discussion Item: COVID-19 Update](#)
2. [Approval of Amendment No. 1 to Valdez COVID-19 Public Health Mandate #003](#)

IX. RESOLUTIONS

1. [#20-47 - Opposing Issuance of Permit by Department of Natural Resources for Helicopter Operation Project LAS 33373 \(Postponed from the City Council Regular Meeting of September 1, 2020\)](#)

X. REPORTS

1. [Change Order Report: Change Order #4 with Harris Sand & Gravel Inc. for Pavement Management Phase I - West Egan Drive in the Amount of \\$25,500](#)
2. [Change Order Report: Change Order #1 with Vision Construction International for City Buildings Exterior Caulking Project in the Amount of \\$16,249.07](#)
3. [Change Order Report: Change Order #2 with Cornerstone General Contracting Inc. for Providence Valdez Medical Center Copper Pipe Replacement in the Amount of \\$17,581](#)
4. [Procurement Report: Professional Services Agreement with Day Engineering for New Municipal Well in the Amount of \\$91,000](#)

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

1. City Manager Report

1. [City Manager's Report 9-15-2020](#)

2. City Clerk Report

3. City Attorney Report

4. City Mayor Report

XII. COUNCIL BUSINESS FROM THE FLOOR

XIII. EXECUTIVE SESSION

XIV. RETURN FROM EXECUTIVE SESSION

XV. ADJOURNMENT

XVI. APPENDIX

1. [Council Calendars - September & October 2020](#)
2. [City Boards & Commissions Vacancies - September 15, 2020](#)



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 20-0412, **Version:** 1

ITEM TITLE:

City Council Special Meeting Minutes of March 20, 2020

SUBMITTED BY: Katie Carr, City Clerk's Office CSR

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

City Council special meeting minutes of March 20, 2020 attached for Council review.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Friday, March 20, 2020

12:00 PM

Special Meeting

Council Chambers

City Council

SPECIAL MEETING AGENDA - 12:00 PM**I. CALL TO ORDER**

Mayor O'Neil called the meeting to order at 12:00 p.m. in Valdez City Council Chambers.

II. ROLL CALL

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

Excused: 1 - Council Member Christopher Moulton

Also Present: 5 - City Manager Mark Detter
Assistant City Manager Nathan Duval
City Clerk Sheri Pierce
Deputy City Clerk Allie Ferko (*telephonically*)
Records Manager Shelley McMillen

III. CONSENT AGENDA**1. Approval To Go Into Executive Session Regarding Hilcorp**

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

VOTE ON THE MOTION:

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

Absent: 1 - Council Member Moulton

IV. NEW BUSINESS**1. Approval of Amendment to City Council Policies and Procedures**

MOTION: Council Member Ruff moved, seconded by Council Member Reese, to approve amendments to City Council Policies and Procedures. The motion carried by the following vote after the following discussion occurred.

Council Member Reese asked if this would only apply to open deliberations, and not be used for executive session. Ms. Pierce replied this exception would also apply to executive sessions, however a protocol to develop a secure portal for discussion in executive session would need to be established.

Council Member Scheidt asked what would determine a "risk to health and human safety". Ms. Pierce replied that a declaration of emergency signed by the Mayor which contains this statement would probably suffice. Council and staff discussion continued regarding what would constitute an emergency for the

purpose of allowing participation by telephonic or electronic means.

MOTION TO AMEND #1: Council Member Scheidt moved, seconded by Council Member Fleming to amend Section H, Item 2 to read as follows: a. physical attendance poses a risk to health or human safety as determined by the mayor; b. during work sessions; or c. by permission of the city council for the purpose of attending executive session. The motion carried by the following vote.

VOTE ON THE MOTION TO AMEND #1:

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

Absent: 1 - Council Member Moulton

Mr. Staser identified the need to clarify if members attending telephonically counted towards determination of a quorum.

MOTION TO AMEND #2: Council Member Sorum moved, seconded by Council Member Scheidt, to amend Section 3A, to read as follows: The council may meet if a quorum of members are physically and/or telephonically present for the duration of the meeting. The motion carried by the following vote.

VOTE ON THE MOTION TO AMEND #2:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Scheidt, Council Member Fleming and Council Member Sorum

Nays: 1 - Council Member Reese

Absent: 1 - Council Member Moulton

VOTE ON THE MAIN MOTION AS AMENDED:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Scheidt, Council Member Fleming and Council Member Sorum

Nays: 1 - Council Member Reese

Absent: 1 - Council Member Moulton

V. ORDINANCES

1. **#20-02 - Emergency Ordinance Amending Chapter 2.80, Section 2.80.045, Titled Emergency Procurements. Adoption.**

MOTION: Council Member Sorum moved, seconded by Council Member Ruff, to adopt Ordinance #20-02. The motion carried by the following vote after the following discussion occurred.

Ms. Pierce clarified the agenda item requires an affirmative vote of six council members as it is an emergency ordinance.

VOTE ON THE MOTION:

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

Absent: 1 - Council Member Moulton

VI. RESOLUTIONS**1. #20-18 - Authorizing the Continuance of the COVID-19 Local Government Disaster Declaration**

MOTION: Council Member Reese moved, seconded by Council Member Ruff, to approve Resolution #20-18. The motion carried by the following vote after the following discussion occurred.

Ms. Pierce explained the parameters of the disaster declaration continuance. She explained the declaration could be extended again in the future. Council had a brief discussion regarding timing for the end date of the resolution.

MOTION TO AMEND: Council Member Reese moved, seconded by Council Member Ruff, to amend Resolution #20-18 to change the end date to April 22, 2020. The motion carried by the following vote.

VOTE ON THE MOTION TO AMEND:

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

Absent: 1 - Council Member Moulton

VOTE ON THE MAIN MOTION AS AMENDED:

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

Absent: 1 - Council Member Moulton

VII. EXECUTIVE SESSION

City Council transitioned into executive session at 12:47 p.m.

VIII. RETURN FROM EXECUTIVE SESSION

City Council transitioned out of executive session at 1:47 p.m.

IX. ADJOURNMENT

There being no further business, Mayor O'Neil adjourned the meeting at 1:48 p.m.



Legislation Text

File #: 20-0413, **Version:** 1

ITEM TITLE:

Public Appearance: Kristin Carpenter, Prince William Sound Economic Development District

SUBMITTED BY: Allie Ferko, MMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Kristin Carpenter, executive director, Prince William Sound Economic Development District, will appear telephonically to introduce herself to City Council. She will provide a brief update on the PWSEDD's recent and future planned activities.

Please see attached letter for additional details.

To read more about the PWSEDD, visit: [<https://www.pwsedd.org/>](https://www.pwsedd.org/)

September 10, 2020

Mayor O'Neil and City Council Members
City of Valdez
P.O. Box 307
Valdez, AK 99686



Dear Mayor and City Council,

You don't need any introduction to the PWS Economic Development District since it was founded by earlier community leaders in Valdez in 1991, but I would like to introduce myself as its current Executive Director. I look forward to working with the City of Valdez and all of its community organizations as partners to move economic development forward for Valdez and the Sound.

In its early days, funding for the PWSEDD came from the State of Alaska through the Alaska Regional Development Organization (ARDOR) program. Now the organization's funding comes primarily from the federal Economic Development Administration, with some support from the Denali Commission. We also submit grant applications for project funding so occasional support comes from project work.

Our next big undertaking will be developing a five-year Comprehensive Economic Development Strategy (CEDS) for the Prince William Sound region. We'll be reaching out to stakeholders all across the Sound to create an inclusive, thorough planning process that identifies achievable action steps and projects for benefiting our Sound communities and businesses. Other issues that I'm focusing on include AMHS ferry reform, promoting mariculture in PWS, CV-19 response, and of course the 2020 Census.

I hope you'll be able to participate in the CEDS process for Prince William Sound, and of course feel free to share your ideas with me or a PWSEDD Board member any time on regional and local efforts to strengthen our coastal economies.

Sincerely,

Kristin Carpenter
Executive Director



Legislation Text

File #: 20-0414, **Version:** 1

ITEM TITLE:

Appointment to City Economic Diversification Commission (Partial Term - Katharine Adams)

SUBMITTED BY: Allie Ferko, MMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Appoint Katharine Adams to the City Economic Diversification Commission for a term expiring September 2022

SUMMARY STATEMENT:

One partial term vacancy exists on the City Economic Diversification Commission.

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

- Katharine Adams

Appointee will serve a term expiring September 2022.

Application Form

Profile

Katharine

First Name

Adams

Last Name

katharinecorrads@gmail.com

Email Address

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

793

462 Tonsina Lane

Home Address

Suite or Apt

Valdez

City

AK

State

99686

Postal Code

Home: (907) 385-7052

Primary Phone

Home: (907) 835-7294

Alternate Phone

US Coast Guard

Employer

Chief of Investigations/vessel
inspections

Occupation

Which Boards would you like to apply for?

Economic Diversification 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? *

- ☒ City Council or Commission Meeting
☒ Other

I am currently on the board for the transportation industry.

There are different term length options available for appointments in 2020. Which term length(s) do you prefer? *

☒ One Vacancy; Term Expiring September 2022

Interests & Experience

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

My family and I moved to Valdez in 2010 and fell in love with the town and community. We had to move for work in 2013 and have been trying to come back ever since. We finally got the opportunity to come back last year and want to contribute as much as possible. I would like to apply my knowledge and skills to help improve the economy and community. Being part of this commission would be a big deal for me.

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

" University of Alaska Fairbanks- Masters of Education in Counseling " Rutgers/TESC- Psychology USCG - Chief of Investigations/Inspections-Investigated collisions, groundings, capsized vessels, fires, injuries & deaths on vessel & oil/gas platforms in U.S. waters & Gulf of Mexico Outer Continental Shelf. Initiated civil penalties against companies & personnel for safety violations. Prosecuted mariners before a Federal Judge in licensing litigation hearings for misconduct, violations of law or regulation, negligence & illegal drug use. "Trained barge, offshore supply vessel, port state control, and small passenger vessel inspector to one of the busiest ports in the United States. "Shipyard auditor - conducting audits to the largest shipyards in Southern Louisiana- ensuring compliance with OSHA & NFPA regulations. Years of community volunteer work listed below- " Gold Rush Days (just started) Advertising volunteer- 2019 - present " Special Olympics event volunteer, Lafayette, LA -2015-2018 " New Orleans Ronald McDonald House event volunteer- 2015-2018 " Petaluma Education Foundation volunteer and school spokesperson 09/2013- 2015 " Petaluma Arts Council Volunteer 08/2013- 2015 " San Francisco Symphony 08/2013 - 2014 " San Francisco Parks and Recreation 07/2013 - 2015 - Motivated San Francisco youth by influencing community outreach and post-secondary education counseling to reach life goals. " Junior Achievement Volunteer 3/2012 - 2016 " Fireweed 400 Volunteer 7/14/2012 " Blueberry Hill Ski Hill Volunteer 3/2012 " Valdez Arts Counsel - 01/2011- 05/2013 " United Way Volunteer - 2013-2015 " Advocate for victims of violence on call volunteer 11/2011- 05/2013- Used post graduate education to counsel victims of domestic violence, homeless youth, high risk teens, adolescents with mental health challenges, and victims of sexual assault. " Valdez Food Bank 08/2010 - 05/2011 " SWAN Healthy Living Valdez - 09/2010 - 05/2013 - Orchestrated Sound Wellness Alliance Network's health and nutrition department that included workshops, hands on training, and personal counseling. " Salvation Army Atlantic City, NJ 10/2007 - 02/2010 - Coordinated and participated in volunteer events for Salvation Army for 3 consecutive years providing Christmas gifts for over 1000 children. " Clean Ocean Act Beach Sweep Long Beach Island, NJ 09/2008 - 09/2009 " St John's Hospice Philadelphia PA - 5/2009

Valdez Municipal Code Chapter 2.60 states "Members of the commission shall be diversified to the maximum extent possible and appointed to represent specific industry sectors of the economy. No two members may be appointed to serve concurrently from the same industry sector. Representatives will be selected from among [specific] industry sectors." Please select the industry sector seat for which you are applying (choose one).

☒ Transportation

Please describe your qualifications to represent your selected industry sector.

My years of experience in one of the busiest ports in the United States conducting vessel inspections, marine casualty investigations, facility inspections, and dealing with waterway management issues/potential waterway hazards has given me the knowledge to give guidance on ways to expand the transportation sector in Valdez. I can also offer advice/solutions on potential problems which new marine businesses and facilities may have.

Please describe your vision for the economic future of Valdez.

I see the town of Valdez growing in tourism with additional vessel tour boats, general merchandise stores, and new restaurants and food trucks.

[RESUME_for_Adams.docx](#)

Upload a Resume or Letter of Interest

Katharine Frances Adams
P.O. Box 793
462 Tonsina Lane Valdez, AK 99686
1(907)385-7052
Katharinecorrads@gmail.com or ktcorr@yahoo.com

Summary of Qualifications

- USCG Marine Casualty Investigation & Vessel Inspections Supervisor
- Federal Suspension and Revocation Officer
- Trained Education Service Officer
- Management experience in finance and supply.
- Quantitative and qualitative techniques in planning and training.
- Trained and experienced Mental Health Counselor.
- Trained and experienced Career Counselor.
- ISO 9001 Certified Auditor
- Shipyard Auditor
- 14 years of Coast Guard operational support service.

Experience

- As an investigating officer in Morgan City, La - Investigated collisions, groundings, capsized vessels, fires, injuries & deaths on vessel & oil/gas platforms in U.S. waters & Gulf of Mexico Outer Continental Shelf. Initiated civil penalties against companies & personnel for safety violations. Prosecuted mariners before a Federal Judge in licensing litigation hearings for misconduct, violations of law or regulation, negligence & illegal drug use.
- Trained barge, offshore supply vessel, port state control, and small passenger vessel inspector to one of the busiest ports in the United States.
- Shipyard auditor - conducting audits to the largest shipyards in Southern Louisiana- ensuring compliance with OSHA & NFPA regulations.
- Education Service Officer to over five Coast Guard Units; assisting with career transitioning, testing, post-secondary education, tuition assistance, grants, and education guidance.
- Seven years' experience as a Crisis intervention counselor - assisting Coast Guard members during crisis in San Francisco, New Orleans, and Valdez area.
- Active participant in operational planning for Coast Guard missions.
- Managed \$25, 000 in purchases, maintained an \$8,000 inventory, while understaffed by 50%.
- Effectively turned over a department with a running 2 year deficit, creating a surplus in 2 months.
- Efficient Alaska Career Information System, Occupational Information Network, and resume instructor.
- Advanced knowledge of computer programs to prepare for operational and personnel recovery missions.
- Administered and proctored American College Test (ACT), Scholastic Assessment Test (SAT), Armed Services Vocational Aptitude Battery (ASVAB), Work Keys, and Standard Based Assessment (SBA) exams.
- Interpreted ACT, SAT, PLAN, PSAT, ASVAB, Work Keys, and SBA which gave participants information on their vocational aptitudes, interests, and their educational strengths and weaknesses.

Employment History

- 08/2012 – 05/2013 Guidance Counselor Intern Valdez High School, AK
- 10/ 2005 – Present Chief of Investigations/Inspections United States Coast Guard

Education

School	Major	GPA
University of Alaska Fairbanks	Masters of Education in Counseling	3.78
Rutgers/TESC.	Psychology	3.2

Training

- Marine Casualty Investigations Course
Training Center Yorktown, Yorktown, Va
- Marine Inspections School,
Training Center Yorktown, Yorktown, Va
- USCG Drug and Alcohol Investigator Course
Sector New Orleans, New Orleans, La
- Suicide Prevention, UMBC
- Families and CISM: Developing a Comprehensive Program, UMBC
- Group Crisis Intervention, UMBC
- Suspension and Revocation Course
Training Center Yorktown, Yorktown, Va
- Port State Control Officer Course,
Training Center Yorktown, Yorktown, Va
- Introduction to Basic Marine Electric and Corrosion Protection
ABYC, Houma, LA
- Reid Investigative interviewing & Advanced Interrogation
- Terrorism: Psychological Impact & Implications, UMBC
- Edison Chouest Oily Water Separator and Oil Record book training
ECO, Cut Off, LA
- Individual Crisis Intervention and Peer Support, UMBC
- Shipyard Competent Person
Marine Chemist of Louisiana, Morgan City, LA
- Diesel Mechanics w/lab
South Central Louisiana College, Cut off, LA
- Officer Candidate School
USCG Academy, New London, CT
- Advanced Fire Fighting Course,
South Central Louisiana Technical College, Morgan City, LA
- Independent Food Service Officer
USCG Training Center Petaluma, CA
- Leadership and Management School
Training Center Cape May, NJ
- Volunteer Rape Advocate Training
St. Francis Community Center Long Beach Twp, NJ
- Health Promotion Coordinator
Training Center Cape May, NJ
- Nutrition and Wellness Cooking
Training Center Petaluma, CA
- Food Service Specialist School

- Training Center Petaluma, CA
- USCG Basic Training
- Training Center Cape May, NJ

Certifications/Licenses

- Washington State School Counselor Certification 02/2014
- State of Alaska School Counselor Certification 09/2013
-

Volunteer Work

- Gold Rush Days (just started) Advertising volunteer- 2019 - present
- Special Olympics event volunteer, Lafayette, LA -2015-2018
- New Orleans Ronald McDonald House event volunteer- 2015-2018
- Petaluma Education Foundation volunteer and school spokesperson 09/2013-2015
- Petaluma Arts Council Volunteer 08/2013- 2015
- San Francisco Symphony 08/2013 - 2014
- San Francisco Parks and Recreation 07/2013 - 2015 - Motivated San Francisco youth by influencing community outreach and post-secondary education counseling to reach life goals.
- Junior Achievement Volunteer 3/2012 - 2016
- Fireweed 400 Volunteer 7/14/2012
- Blueberry Hill Ski Hill Volunteer 3/2012
- Valdez Arts Counsel - 01/2011- 05/2013
- United Way Volunteer - 2013-2015
- Advocate for victims of violence on call volunteer 11/2011- 05/2013- Used post graduate education to counsel victims of domestic violence, homeless youth, high risk teens, adolescents with mental health challenges, and victims of sexual assault.
- Valdez Food Bank 08/2010 - 05/2011
- SWAN Healthy Living Valdez - 09/2010 - 05/2013 - Orchestrated Sound Wellness Alliance Network's health and nutrition department that included workshops, hands on training, and personal counseling.
- Salvation Army Atlantic City, NJ 10/2007 - 02/2010 - Coordinated and participated in volunteer events for Salvation Army for 3 consecutive years providing Christmas gifts for over 1000 children.
- Clean Ocean Act Beach Sweep Long Beach Island, NJ 09/2008 - 09/2009
- St John's Hospice Philadelphia PA - 5/2009

Affiliations

- American School Counselors Association



Legislation Text

File #: 20-0415, **Version:** 1

ITEM TITLE:

Approval to Go Into Executive Session Regarding Hilcorp Acquisition of BP

SUBMITTED BY: Allie Ferko, MMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve going into executive session regarding Hilcorp acquisition of BP.

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 discussion requiring a motion and vote of the governing body must be done in open session.



Legislation Text

File #: 20-0416, **Version:** 1

ITEM TITLE:

Renewal of Standard Marijuana Cultivation License #11234 - DKW Farms

SUBMITTED BY: Allie Ferko, MMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

See attached report from Chief Hinkle

SUMMARY STATEMENT:

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

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

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



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

August 14, 2020

City of Valdez

Attn: Sheri Pierce, City Clerk

VIA Email: spierce@valdezak.gov

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

☒ **License Renewal Application**

☐ **Endorsement Renewal Application**

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

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

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

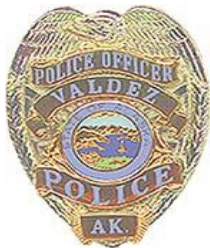
At the May 15, 2017, Marijuana Control Board meeting, the board delegated to me the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued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

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'Glen Klinkhart', with a stylized, cursive script.

Glen Klinkhart, Interim Director



POLICE DEPARTMENT MEMORANDUM



TO: Mark Detter; Valdez City Council

FROM: Bart Hinkle, Chief of Police

RE: DKW Farms, LLC [VPD 20-2471]

DATE: July 14, 2020

At approximately 1615 hours on July 13, 2020, I visited DKW Farms LLC so that I could conduct an inspection of their commercial marijuana cultivation facility. The last inspection had been conducted on September 24th, 2019.

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

During the inspection, I observed the facility to be properly secured with an active alarm system as well as a robust video surveillance system. The charcoal air filtration system was working efficiently, as the slightest odor of marijuana was detectable outside of the facility – but only immediately near the building. The processes and procedures outlined by Watson appeared to be within the confines of their existing license and well within the administrative codes as defined by the State.

To date, the Valdez Police Departments has not received any complaints from nearby residents regarding an odor of marijuana emanating from DKW Farms LLC.

During the duration of the inspection, I did not observe any noticeable violations or any business practice that would indicate Alaskan Greenery is operating out of compliance with State of Alaska or City of Valdez regulations.



Legislation Text

File #: 20-0417, **Version:** 1

ITEM TITLE:

Renewal of Limited Marijuana Cultivation License #10043 - Alaskan Greenery

SUBMITTED BY: Allie Ferko, MMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

See attached report from Chief Hinkle

SUMMARY STATEMENT:

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

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

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



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

August 11, 2020

City of Valdez

Attn: Sheri Pierce, City Clerk

VIA Email: spierce@valdezak.gov

License Number:	10043
License Type:	Limited Marijuana Cultivation Facility
Licensee:	MICHAEL R LILJEDAHN
Doing Business As:	ALASKAN GREENERY
Physical Address:	3250 Richardson Highway Valdez, AK 99686
Designated Licensee:	MICHAEL R LILJEDAHN
Phone Number:	907-831-2196
Email Address:	alaskangreenery@icloud.com

☒ **License Renewal Application**

☐ **Endorsement Renewal Application**

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

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

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

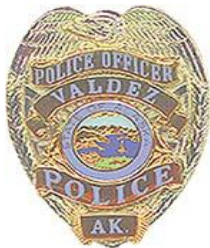
At the May 15, 2017, Marijuana Control Board meeting, the board delegated to me the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Glen Klinkhart'.

Glen Klinkhart, Interim Director



POLICE DEPARTMENT MEMORANDUM



TO: Mark Detter; Valdez City Council

FROM: Bart Hinkle, Chief of Police

RE: Alaskan Greenery Inspection [VPD 20-2470]

DATE: July 14, 2020

At approximately 1530 hours on July 13, 2020, I visited Alaskan Greenery so that I could conduct an inspection of their commercial marijuana cultivation facility. The last inspection had been conducted on June 25th, 2019. Since that time, Alaskan Greenery converted their Standard Marijuana Cultivation License to a Limited Marijuana Cultivation License – a matter that appeared before Council on the 7/2/19 agenda for approval.

As I have noted in the past, Alaskan Greenery is very accommodating for inspections and have always been highly cooperative, forthcoming with details surrounding their business, and operating in a manner that meets or exceeds industry regulations.

I have historically dealt primarily with the listed owner/operator (Michael Liljedahl), but on this occasion I spoke with Nia Liljedahl – whom is currently an employee properly licensed to be working in a cultivation facility.

During the inspection, I noted that the security system was robust and operable. I observed the charcoal air filtration system to be doing its job well, as I was unable to detect any odor of marijuana outside of the cultivation facility. I also noted that all of the procedures in place by Alaskan Greenery either meet or exceed industry standards and requirements.

To date, the Valdez Police Departments has not received any complaints from nearby residents regarding an odor of marijuana emanating from Alaskan Greenery.

During the duration of the inspection, I did not observe any noticeable violations or any business practice that would indicate Alaskan Greenery is operating out of compliance with State of Alaska or City of Valdez regulations.



Legislation Text

File #: 20-0418, **Version:** 1

ITEM TITLE:

Approval to Extend Snow Removal Contract with Nordic Village Supply for Area V for a Term of Two Years.

SUBMITTED BY: Rob Comstock, Public Works Director

FISCAL NOTES:

Expenditure Required: N/A- Billed as needed

Unencumbered Balance: N/A

Funding Source: 001-4400-44225

RECOMMENDATION:

Approve Extension of Snow Removal Contract with Nordic Village Supply for Area V for a term of two years.

SUMMARY STATEMENT:

This was a two year contract with a onetime two year renewal option, which may be exercised by the City contingent on performance, funding, and approval by City Council.

The Public Works Department has contacted this contractor with its intentions to exercise the two year renewal option and they are agreeable. This decision was based on receiving minimal complaints, and a quick response to resolve those complaints. During the past two snow seasons Nordic Village Supply has demonstrated their ability to provide quality snow removal services in accordance with the terms of their contract.

Area V encompasses: Nordic, Alpine Woods, Fire Station 4 and the Fire Department Draft Well.

All terms and conditions contained in the Snow Removal Service Contract dated the 3rd day of October, 2018 will apply to this extension and run from October 15th, 2020 to June 15th, 2022.



CITY OF VALDEZ SNOW REMOVAL SERVICES CONTRACT

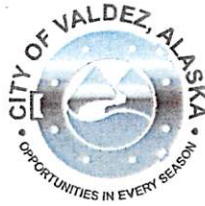
THIS AGREEMENT is dated as of this 3rd day of October 2018 by and between CITY OF VALDEZ, ALASKA, hereinafter referred to as "CITY or OWNER", acting through its City Manager and Nordic Village Supply, doing business in the City of Valdez, State of Alaska, hereinafter referred to as "CONTRACTOR."

WHEREAS, the CITY has a need to enter into agreements with contractors to provide snow removal services to certain areas of the City of Valdez; and

WHEREAS, Contractors have equipment available to provide these snow removal services in areas in the City of Valdez.

NOW, THEREFORE, CITY and CONTRACTOR agree to enter into a contract as follows:

1. SERVICE PROVIDED BY CONTRACTOR. CONTRACTOR has submitted a bid to provide certain services to City for snow removal. CONTRACTOR agrees to provide snow removal services for the contract years of 2018-2020 in AREA V set forth in the "Bid Form" submitted by CONTRACTOR to CITY for this work. CONTRACTOR's bid form is incorporated into this Agreement.
2. Term. The term of this Agreement shall be from October 15, 2018 to June 15, 2020, as weather conditions dictate, unless terminated earlier as provided for in this Agreement. This contract allows for one, 2-year renewal option which may be exercised by the City of Valdez contingent on funding and approval by the City Council.
3. Compensation. CONTRACTOR will be paid for its services provided under this Contract according to unit price amounts as set forth in the "Bid Form" (attached) as submitted by Nordic Village Supply, CONTRACTOR TO CITY. Payments will be made on a **MONTHLY** basis following submission of the appropriate invoices to CITY.
4. Termination. CITY may terminate this agreement should CONTRACTOR not perform the services provided for in this Contract to the satisfaction of the CITY.
5. Indemnity. CONTRACTOR shall indemnify, defend, save and hold CITY harmless from any claim, lawsuit or liability including costs and attorney's fees allegedly arising from loss, damage or injury to persons or property during the course of this Contract.
6. Insurance. CONTRACTOR, during the term of this Contract, will maintain liability and property damage insurance in the minimum amount of One Million Dollars.



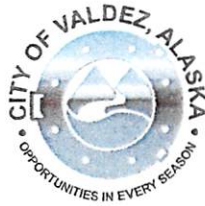
7. Non-Waiver. Either party failing to enforce a provision of this Agreement does not waive the provision or the effective validity of the Agreement or a parties' right to enforce any provision of the Contract.
8. Integration. This Agreement and all documents incorporated in it by reference are the entire Agreement of the parties and supersede all previous communications, representations and agreements regarding this subject, whether oral or written, between the parties.
9. Modifications. No alterations or modifications of any provisions of this Agreement shall be valid unless made in writing and signed by both parties.
10. Severability. The provisions of this Agreement shall be severable and the invalidity or the unenforceability of any of its provisions shall not affect the validity or the enforceability of remaining provisions.
11. Notices. Any notices to Contractors shall be mailed to:

Contractor Name
Contractor Address
Valdez, Alaska 99686

Any notices to CITY shall be mailed to:

Rob Comstock
Public Works Director
City of Valdez
P.O. Box 307
Valdez, Alaska 99686

12. Contract Administrators: City Contract Administrators for Snow Removal Services are Rob Comstock and Cindy Rymer, or their designated representatives.



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

NORDIC VILLAGE SUPPLY:

By: [Signature]

Title: owner

Date: Oct. 3, 2018

H-1 Box 20
Mailing Address

VADEZ, AK 99684
City, State, Zip Code

920078972
Federal I.D. or S.S. #

CORPORATE SECRETARY

Attest: _____
Corporate Secretary

CITY OF VALDEZ, ALASKA

APPROVED:

[Signature]

Jeremy O'Neil, Mayor

10/16/18
Date

ATTEST:

[Signature]

Sheri Pierce, MMC, City Clerk

RECOMMENDED:

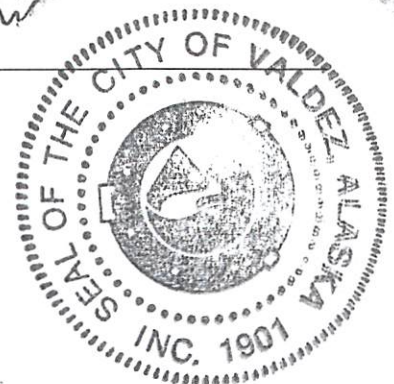
[Signature]
Elke Doom, City Manager

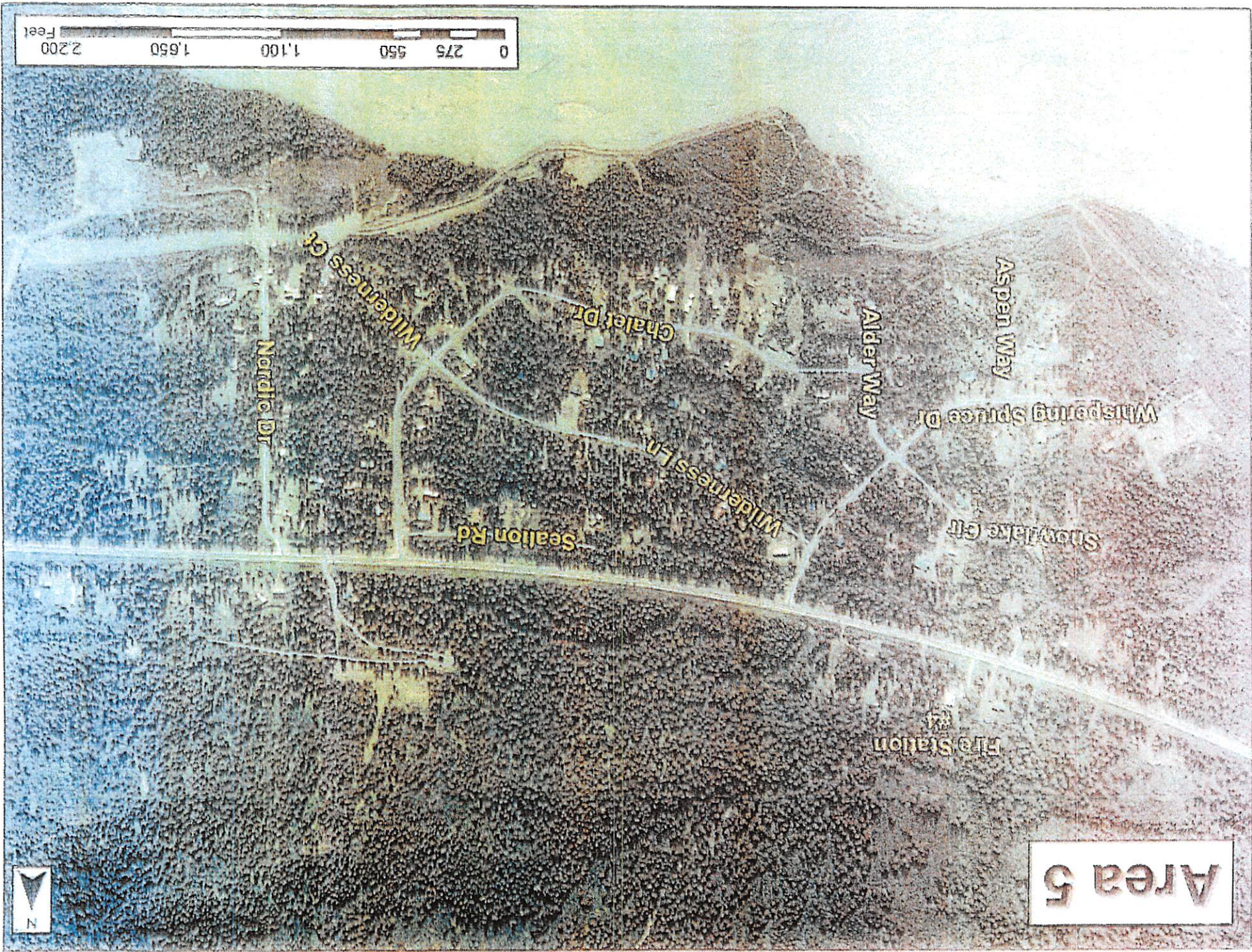
[Signature]
Rob Comstock, Public Works Director

APPROVED AS TO FORM:

Brena, Bell & Clarkson, P.C.

[Signature]
Jon S. Wakeland







Legislation Text

File #: 20-0419, **Version:** 1

ITEM TITLE:

Approval to Extend Snow Removal Contract with P&R Enterprises Inc. for Area II for a Term of Two Years

SUBMITTED BY: Rob Comstock, Public Works Director

FISCAL NOTES:

Expenditure Required: N/A- Billed as needed

Unencumbered Balance: N/A

Funding Source: 001-4400-44225

RECOMMENDATION:

Approve extension of Snow Removal Contract with P&R Enterprises Inc. for a term of two years.

SUMMARY STATEMENT:

This was a two year contract with a two year renewal option which may be exercised by the City contingent on performance, funding, and City Council approval.

The Public Works Department has contacted P&R Enterprises Inc. with our intentions to exercise the two year renewal option. This decision was based on receiving minimal complaints and a quick response to resolve those complaints. During the past two snow seasons P&R Enterprises has demonstrated their ability to provide quality snow removal services in accordance with the terms of their contract.

Area II encompasses: Robe River Subdivision, Fire Station 3 and Well House #7

All terms and conditions contained in the Snow Removal Service Contract dated the 3rd day of October, 2018 will apply to this extension and run from October 15th, 2020 to June 15th 2022.



CITY OF VALDEZ SNOW REMOVAL SERVICES CONTRACT

THIS AGREEMENT is dated as of this 3rd day of October 2018 by and between CITY OF VALDEZ, ALASKA, hereinafter referred to as "CITY or OWNER", acting through its City Manager and P&R Enterprises, Inc., doing business in the City of Valdez, State of Alaska, hereinafter referred to as "CONTRACTOR."

WHEREAS, the CITY has a need to enter into agreements with contractors to provide snow removal services to certain areas of the City of Valdez; and

WHEREAS, Contractors have equipment available to provide these snow removal services in areas in the City of Valdez.

NOW, THEREFORE, CITY and CONTRACTOR agree to enter into a contract as follows:

1. SERVICE PROVIDED BY CONTRACTOR. CONTRACTOR has submitted a bid to provide certain services to City for snow removal. CONTRACTOR agrees to provide snow removal services for the contract years of 2018-2020 in AREA II set forth in the "Bid Form" submitted by CONTRACTOR to CITY for this work. CONTRACTOR's bid form is incorporated into this Agreement.
2. Term. The term of this Agreement shall be from October 15, 2018 to June 15, 2020, as weather conditions dictate, unless terminated earlier as provided for in this Agreement. This contract allows for one, 2-year renewal option which may be exercised by the City of Valdez contingent on funding and approval by the City Council.
3. Compensation. CONTRACTOR will be paid for its services provided under this Contract according to unit price amounts as set forth in the "Bid Form" (attached) as submitted by P&R Enterprises, Inc., CONTRACTOR TO CITY. Payments will be made on a **MONTHLY** basis following submission of the appropriate invoices to CITY.
4. Termination. CITY may terminate this agreement should CONTRACTOR not perform the services provided for in this Contract to the satisfaction of the CITY.
5. Indemnity. CONTRACTOR shall indemnify, defend, save and hold CITY harmless from any claim, lawsuit or liability including costs and attorney's fees allegedly arising from loss, damage or injury to persons or property during the course of this Contract.
6. Insurance. CONTRACTOR, during the term of this Contract, will maintain liability and property damage insurance in the minimum amount of One Million Dollars.



7. Non-Waiver. Either party failing to enforce a provision of this Agreement does not waive the provision or the effective validity of the Agreement or a parties' right to enforce any provision of the Contract.
8. Integration. This Agreement and all documents incorporated in it by reference are the entire Agreement of the parties and supersede all previous communications, representations and agreements regarding this subject, whether oral or written, between the parties.
9. Modifications. No alterations or modifications of any provisions of this Agreement shall be valid unless made in writing and signed by both parties.
10. Severability. The provisions of this Agreement shall be severable and the invalidity or the unenforceability of any of its provisions shall not affect the validity or the enforceability of remaining provisions.
11. Notices. Any notices to Contractors shall be mailed to:

Contractor Name
Contractor Address
Valdez, Alaska 99686

Any notices to CITY shall be mailed to:

Rob Comstock
Public Works Director
City of Valdez
P.O. Box 307
Valdez, Alaska 99686
12. Contract Administrators: City Contract Administrators for Snow Removal Services are Rob Comstock and Cindy Rymer, or their designated representatives.



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

P&R ENTERPRISES, INC.:

By: [Signature]

Title: PRESIDENT

Date: 10/3/18

P.O. Box 1838

Mailing Address

VALDEZ, AK 99686

City, State, Zip Code

35-2318550

Federal I.D. or S.S. #

CORPORATE SECRETARY

Attest: _____

Corporate Secretary

CITY OF VALDEZ, ALASKA

APPROVED:

[Signature]
Jeremy O'Neil, Mayor

Date

ATTEST:

[Signature]

Sheri Pierce, MMC, City Clerk

RECOMMENDED:

[Signature]

Elke Doom, City Manager

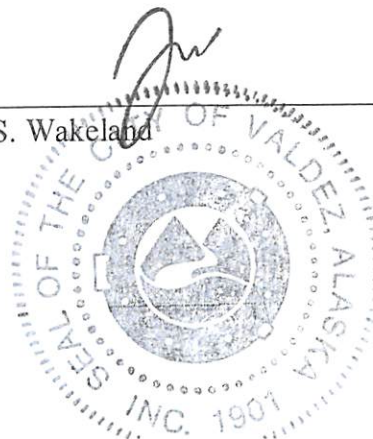
[Signature]

Rob Comstock, Public Works Director

APPROVED AS TO FORM:

Brena, Bell & Clarkson, P.C.

[Signature]
Jon S. Wakeland





Legislation Text

File #: 20-0420, **Version:** 1

ITEM TITLE:

Approval to Extend Snow Removal Contract with Harris Sand & Gravel for Areas I, III, and VI for a Term of Two Years

SUBMITTED BY: Rob Comstock, Public Works Director

FISCAL NOTES:

Expenditure Required: N/A- Billed as needed

Unencumbered Balance: N/A

Funding Source: 001-4400-44225

RECOMMENDATION:

Approve extension of snow removal contract with Harris Sand & Gravel for Areas I, III, and VI for a term of two years.

SUMMARY STATEMENT:

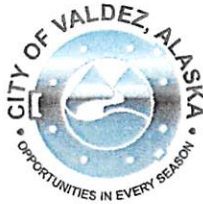
This was a two year contract with a two year renewal option which may be exercised by the City contingent on performance, funding, and City Council approval.

The Public Works Department has contacted Harris Sand & Gravel with our intentions to exercise the two year renewal option. This decision was based on receiving minimal complaints and a quick response to resolve those complaints. During the past two snow seasons Harris Sand & Gravel has demonstrated their ability to provide quality snow removal services in accordance with the terms of their contract.

This contract covers:

- Area I: Atigun, Salcha Way, Rudolf St., Hobart St., access to the South Central Well House, the Airport Parking Lot and Zurich Loop Rd.
- Area III: Corbin Creek Subdivision
- Area VI: Valdez Container Terminal (VCT) Causeway Dock

All terms and conditions contained in the Snow Removal Service Contract dated the 3rd day of October, 2018 will apply to this extension and run from October 15th, 2020 to June 15th, 2022.



CITY OF VALDEZ SNOW REMOVAL SERVICES CONTRACT

THIS AGREEMENT is dated as of this 3rd day of October 2018 by and between CITY OF VALDEZ, ALASKA, hereinafter referred to as "CITY or OWNER", acting through its City Manager and Harris Sand and Gravel Inc., doing business in the City of Valdez, State of Alaska, hereinafter referred to as "CONTRACTOR."

WHEREAS, the CITY has a need to enter into agreements with contractors to provide snow removal services to certain areas of the City of Valdez; and

WHEREAS, Contractors have equipment available to provide these snow removal services in areas in the City of Valdez.

NOW, THEREFORE, CITY and CONTRACTOR agree to enter into a contract as follows:

1. SERVICE PROVIDED BY CONTRACTOR. CONTRACTOR has submitted a bid to provide certain services to City for snow removal. CONTRACTOR agrees to provide snow removal services for the contract years of 2018-2020 in AREA I and III set forth in the "Bid Form" submitted by CONTRACTOR to CITY for this work. CONTRACTOR's bid form is incorporated into this Agreement.
2. Term. The term of this Agreement shall be from October 15, 2018 to June 15, 2020, as weather conditions dictate, unless terminated earlier as provided for in this Agreement. This contract allows for one, 2-year renewal option which may be exercised by the City of Valdez contingent on funding and approval by the City Council.
3. Compensation. CONTRACTOR will be paid for its services provided under this Contract according to unit price amounts as set forth in the "Bid Form" (attached) as submitted by Harris Sand and Gravel Inc., CONTRACTOR TO CITY. Payments will be made on a **MONTHLY** basis following submission of the appropriate invoices to CITY.
4. Termination. CITY may terminate this agreement should CONTRACTOR not perform the services provided for in this Contract to the satisfaction of the CITY.
5. Indemnity. CONTRACTOR shall indemnify, defend, save and hold CITY harmless from any claim, lawsuit or liability including costs and attorney's fees allegedly arising from loss, damage or injury to persons or property during the course of this Contract.
6. Insurance. CONTRACTOR, during the term of this Contract, will maintain liability and property damage insurance in the minimum amount of One Million Dollars.



7. Non-Waiver. Either party failing to enforce a provision of this Agreement does not waive the provision or the effective validity of the Agreement or a parties' right to enforce any provision of the Contract.
8. Integration. This Agreement and all documents incorporated in it by reference are the entire Agreement of the parties and supersede all previous communications, representations and agreements regarding this subject, whether oral or written, between the parties.
9. Modifications. No alterations or modifications of any provisions of this Agreement shall be valid unless made in writing and signed by both parties.
10. Severability. The provisions of this Agreement shall be severable and the invalidity or the unenforceability of any of its provisions shall not affect the validity or the enforceability of remaining provisions.
11. Notices. Any notices to Contractors shall be mailed to:

Contractor Name
Contractor Address
Valdez, Alaska 99686

Any notices to CITY shall be mailed to:

Rob Comstock
Public Works Director
City of Valdez
P.O. Box 307
Valdez, Alaska 99686

12. Contract Administrators: City Contract Administrators for Snow Removal Services are Rob Comstock and Cindy Rymer, or their designated representatives.



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

HARRIS SAND AND GRAVEL INC.:

By: [Signature]

Title: President

Date: 9/13/18

P.O. Box 6
Mailing Address

Valdez, Alaska 99686
City, State, Zip Code

92-0056819
Federal I.D. or S.S. #

CORPORATE SECRETARY

Attest: [Signature]
Corporate Secretary

CITY OF VALDEZ, ALASKA

APPROVED:

[Signature]
Jeremy O'Neil, Mayor

10/16/18
Date

ATTEST:

[Signature]
Sheri Pierce, MMC, City Clerk

RECOMMENDED:

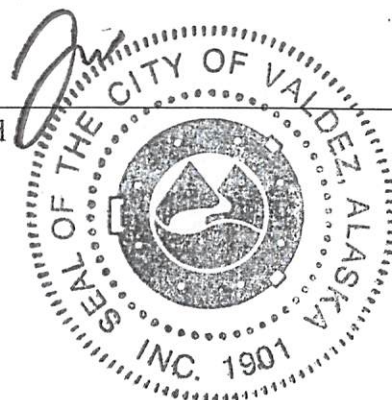
[Signature]
Elke Doom, City Manager

[Signature]
Rob Comstock, Public Works Director

APPROVED AS TO FORM:

Brena, Bell & Clarkson, P.C.

[Signature]
Jon S. Wakeland





Legislation Text

File #: 20-0421, **Version:** 1

ITEM TITLE:

Approval to Extend Snow Removal Contract with Dunning Enterprises for Area IV for a Term of Two Years

SUBMITTED BY: Rob Comstock, Public Works Director

FISCAL NOTES:

Expenditure Required: N/A- Billed as needed

Unencumbered Balance: N/A

Funding Source: 001-4400-44225

RECOMMENDATION:

Approve extension of Snow Removal Contract with Dunning Enterprises for Area IV for a term of two years.

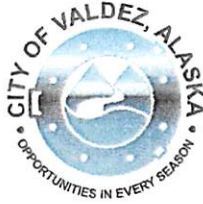
SUMMARY STATEMENT:

This was a two year contract with a two year renewal option which may be exercised by the City contingent on performance, funding, and City Council approval.

The Public Works Department has contacted Dunning Enterprises with our intentions to exercise the two year renewal option. This decision was based on receiving minimal complaints and a quick response to resolve those complaints. During the past two snow seasons Dunning Enterprises has demonstrated their ability to provide quality snow removal services in accordance with the terms of their contract.

Area IV consists of: Salmonberry Ski Hill, Cummings Way, and the turnouts at the entrances to Deep Lake Drive and Corbin Loop Road.

All terms and conditions contained in the Snow Removal Service Contract dated the 3rd day of October, 2018 will apply to this extension and run from October 15th, 2020 to June 15th 2022.



CITY OF VALDEZ SNOW REMOVAL SERVICES CONTRACT

THIS AGREEMENT is dated as of this 3rd day of October 2018 by and between CITY OF VALDEZ, ALASKA, hereinafter referred to as "CITY or OWNER", acting through its City Manager and Harris Sand and Gravel Inc., doing business in the City of Valdez, State of Alaska, hereinafter referred to as "CONTRACTOR."

WHEREAS, the CITY has a need to enter into agreements with contractors to provide snow removal services to certain areas of the City of Valdez; and

WHEREAS, Contractors have equipment available to provide these snow removal services in areas in the City of Valdez.

NOW, THEREFORE, CITY and CONTRACTOR agree to enter into a contract as follows:

1. SERVICE PROVIDED BY CONTRACTOR. CONTRACTOR has submitted a bid to provide certain services to City for snow removal. CONTRACTOR agrees to provide snow removal services for the contract years of 2018-2020 in AREA I and III set forth in the "Bid Form" submitted by CONTRACTOR to CITY for this work. CONTRACTOR's bid form is incorporated into this Agreement.
2. Term. The term of this Agreement shall be from October 15, 2018 to June 15, 2020, as weather conditions dictate, unless terminated earlier as provided for in this Agreement. This contract allows for one, 2-year renewal option which may be exercised by the City of Valdez contingent on funding and approval by the City Council.
3. Compensation. CONTRACTOR will be paid for its services provided under this Contract according to unit price amounts as set forth in the "Bid Form" (attached) as submitted by Harris Sand and Gravel Inc., CONTRACTOR TO CITY. Payments will be made on a **MONTHLY** basis following submission of the appropriate invoices to CITY.
4. Termination. CITY may terminate this agreement should CONTRACTOR not perform the services provided for in this Contract to the satisfaction of the CITY.
5. Indemnity. CONTRACTOR shall indemnify, defend, save and hold CITY harmless from any claim, lawsuit or liability including costs and attorney's fees allegedly arising from loss, damage or injury to persons or property during the course of this Contract.
6. Insurance. CONTRACTOR, during the term of this Contract, will maintain liability and property damage insurance in the minimum amount of One Million Dollars.



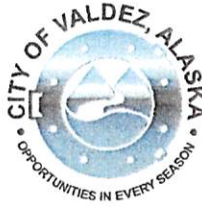
7. Non-Waiver. Either party failing to enforce a provision of this Agreement does not waive the provision or the effective validity of the Agreement or a parties' right to enforce any provision of the Contract.
8. Integration. This Agreement and all documents incorporated in it by reference are the entire Agreement of the parties and supersede all previous communications, representations and agreements regarding this subject, whether oral or written, between the parties.
9. Modifications. No alterations or modifications of any provisions of this Agreement shall be valid unless made in writing and signed by both parties.
10. Severability. The provisions of this Agreement shall be severable and the invalidity or the unenforceability of any of its provisions shall not affect the validity or the enforceability of remaining provisions.
11. Notices. Any notices to Contractors shall be mailed to:

Contractor Name
Contractor Address
Valdez, Alaska 99686

Any notices to CITY shall be mailed to:

Rob Comstock
Public Works Director
City of Valdez
P.O. Box 307
Valdez, Alaska 99686

12. Contract Administrators: City Contract Administrators for Snow Removal Services are Rob Comstock and Cindy Rymer, or their designated representatives.



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

HARRIS SAND AND GRAVEL INC.:

By: Bruce Lani

Title: President

Date: 9/13/18

P.O. Box 6
Mailing Address

Valdez, Alaska 99686
City, State, Zip Code

92-0056819
Federal I.D. or S.S. #

CORPORATE SECRETARY

Attest: [Signature]
Corporate Secretary

CITY OF VALDEZ, ALASKA

APPROVED:

[Signature]
Jeremy O'Neil, Mayor

10/16/18
Date

ATTEST:

[Signature]
Sheri Pierce, MMC, City Clerk

RECOMMENDED:

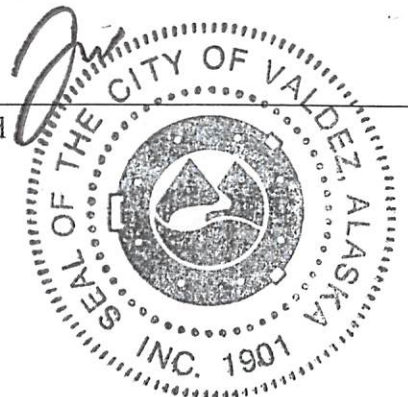
[Signature]
Elke Doom, City Manager

[Signature]
Rob Comstock, Public Works Director

APPROVED AS TO FORM:

Brena, Bell & Clarkson, P.C.

[Signature]
Jon S. Wakeland





Legislation Text

File #: 20-0422, **Version:** 1

ITEM TITLE:

Discussion Item: COVID-19 Update

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Staff will provide an update on COVID-19 topics.



Legislation Text

File #: 20-0423, **Version:** 1

ITEM TITLE:

Approval of Amendment No. 1 to Valdez COVID-19 Public Health Mandate #003

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Amendment No. 1 to Valdez COVID-19 Public Health Mandate #003

SUMMARY STATEMENT:

On July 7, 2020, Valdez City Council approved Valdez COVID-19 Public Health Mandate #003, requiring all people in Valdez over the age of five to wear a protective mask or cloth face covering that covers the mouth and nose in public settings or communal spaces outside the home where social distancing of six feet cannot be maintained. The original mandate is attached for reference.

Health Mandate #003 became effective at 5:00 p.m. on July 10, 2020. Current mandate language states it "shall be reviewed on September 15, 2020, and thereafter as recommended by the Valdez COVID-19 Unified Command". This language indicates the mandate remains in effect indefinitely, unless rescinded by Valdez City Council at the recommendation of the Valdez COVID-19 Unified Command.

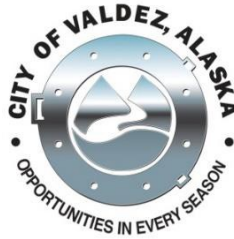
The Valdez Unified Command strongly recommends Health Mandate #003 remain in effect for the following reasons:

1. Both the CDC and Alaska Department of Health & Social Services (DHSS) recommend wearing cloth face coverings when around people outside your household to help mitigate transmission of the virus which causes COVID-19.
 - a. CDC face covering website:
<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face->
 - b. DHSS face covering website:
<http://dhss.alaska.gov/dph/Epi/id/Pages/COVID-19/coveryourface.aspx?>
 - c. DHSS webpage summarizing scientific studies on face covering effectiveness:
<http://dhss.alaska.gov/dph/Epi/id/Pages/COVID-19/facecoverings.aspx?>

2. Under the current threshold criteria set by the Valdez COVID-19 Unified Command (attached), we remain in Phase 2 as there continue to be outbreaks in other Alaskan communities.
3. Health impacts from travel in and out of the Valdez community over the Labor Day long weekend will not be known for several weeks following the holiday.
4. As we move into the fall season and weather changes, the likelihood of social activities moving indoors increases.
5. Low local case counts indicate local mitigation measures, which include the mask mandate, are working.
6. Small individual actions, such as wearing cloth face coverings as outlined in the mask mandate, help prevent our community from dealing with more impactful COVID-19 mitigation measures, such as closures or capacity limitations for businesses or schools.
7. An ample local supply of cloth face coverings exists for those in the community who may continue to need them.
8. Based on reports by public health officials, we will likely have a better idea on the status of a COVID-19 vaccination by mid-November 2020.

Therefore, Valdez Unified Command recommends City Council approve Amendment No. 1 of Valdez COVID-19 Public Health Mandate #003. The new language in the amendment states the mandate “shall remain in effect until November 18, 2020 unless otherwise extended or rescinded by Valdez City Council, after considering recommendations from Valdez COVID-19 Unified Command”. This language provides clear direction of when, how, and why the mandate will be reviewed moving forward.

Procedural note: If the City Council votes against Amendment No. 1 as presented, Valdez COVID-19 Public Health Mandate #003 will still remain in effect. Under current mandate language, September 15, 2020 was established simply as a “first review” date. City Council must take formal action to rescind the mandate as it is currently written. If the desire of the City Council is to rescind the mandate, the effective date contained in Amendment No. 1 could simply be amended to an earlier date.



CITY OF VALDEZ

COVID-19

PUBLIC HEALTH MANDATE #003

The COVID-19 pandemic continues to threaten the health and well-being of Valdez. With our first confirmed cases of the virus, we've reached a dangerous threshold where it is recommended we require, not request, preventative measures that will reduce the possibility of a surge that could create community transmission and overwhelm our local healthcare system. The first case of confirmed community transmission may require more drastic public health measures. Therefore, we must work proactively to avoid this threshold and keep our community healthy, our small businesses open, and our children headed back to school this fall.

Recent 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 5:00 PM ON JULY 10, 2020. THE FOLLOWING MANDATE SHALL HAVE THE POWER OF LAW, AND SHALL BE REVIEWED ON SEPTEMBER 15, 2020, AND THEREAFTER AS RECOMMENDED BY THE VALDEZ COVID-19 UNIFIED COMMAND.

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. Additionally, students over the age of 5 years enrolled in a Valdez School District school or a licensed childcare program may be exempted from this order during school activities as determined by Valdez School Board policy or DHSS childcare licensing requirements.

(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 7th day of July, 2020.

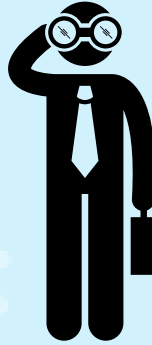
CITY OF VALDEZ, ALASKA
Jeremy O'Neil, Mayor



WHEN WOULD THE UNIFIED COMMAND IMT RECOMMEND TO CITY COUNCIL TO TIGHTEN OR EASE LOCAL MANDATES?

DATA CONSIDERED

- Active State and Local Cases
- Origin Source of Infections
- Community Transmission
- Hospital Capacity
- Trends Over Time
- Testing Capacity & Utilization



DATA ANALYSIS TIMELINE

- Daily Monitoring by IMT Staff
- Weekly IMT Meetings
- Bi-Weekly IC Meetings
- Situation Updates to City Council

PHASES FOR RECOMMENDING TO TIGHTEN OR EASE MANDATES

PHASES	THRESHOLD CRITERIA	MEASURES TO CONSIDER FOR RECOMMENDATION
0	No sign of pandemic/epidemic level threat statewide.	None needed. Wash your hands.
1	COVID present in other Alaskan communities, but no outbreaks statewide. Zero local cases	Encourage hygiene, social distancing, and masking. Comply with state/federal directives.
2	Outbreaks in other Alaskan communities. No local cases or low number of cases which are contained.	Recommend mask mandate. Targeted testing. Start to consider capacity limits for high risk activities, gatherings, or businesses.
3	Increasing number of local cases with unknown origin. Increasing number of local close contacts for cases outside Valdez.	Recommend mandate for limiting capacity of high risk activities, gatherings, and businesses. Targeted testing, to include close contacts.
4	Active local spread. Multiple unknown origin cases. Health care system still safely in operating limits	Recommend mandate for additional capacity limitations of high risk activities, gatherings, and businesses. Expanded targeted testing.
5	Local cases meet or exceed hospital capacity (2+ COVID-19 patients). Ability to transfer patients limited.	Recommend mandated closure of businesses, hunker down, regulate travel, activate alternate care site, & request state assistance.

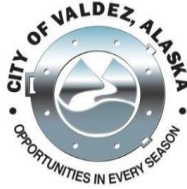
CONSIDERATIONS FOR EASING MANDATES

Active cases and community transmission levels fall and then remain below the threshold for the current level for 14 days. If not, restart the 14 day clock.

During the 14 day time period, trends must remain generally downward and conclude on a downward trend. If the trend reverses upward at the end of the 14 day period, re-evaluate in 3 days to ensure the general trend remains downward.

General downward trend does not have to be constantly downward. Some minor fluctuations on the way down are to be expected.





CITY OF VALDEZ
COVID-19
PUBLIC HEALTH MANDATE #003
AMENDMENT NO. 1

The COVID-19 pandemic continues to threaten the health and well-being of Valdez. With our first confirmed cases of the virus, we've reached a dangerous threshold where it is recommended we require, not request, preventative measures that will reduce the possibility of a surge that could create community transmission and overwhelm our local healthcare system. The first case of confirmed community transmission may require more drastic public health measures. Therefore, we must work proactively to avoid this threshold and keep our community healthy, our small businesses open, and our children headed back to school this fall.

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THE CITY OF VALDEZ HEREBY ORDERS THE FOLLOWING MANDATE TO BE EFFECTIVE AS OF 5:00 PM ON JULY 10, 2020. THE FOLLOWING MANDATE SHALL HAVE THE POWER OF LAW AND ~~SHALL BE REVIEWED ON SEPTEMBER 15, 2020, AND THEREAFTER AS RECOMMENDED BY THE VALDEZ COVID-19 UNIFIED COMMAND.~~ **THE MANDATE SHALL REMAIN IN EFFECT UNTIL NOVEMBER 18, 2020 UNLESS OTHERWISE EXTENDED OR RESCINDED BY VALDEZ CITY COUNCIL AFTER CONSIDERING RECOMMENDATIONS FROM THE VALDEZ COVID-19 UNIFIED COMMAND.**

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.

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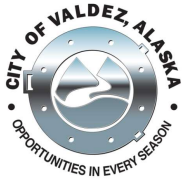
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DATED, this 15th day of September, 2020

CITY OF VALDEZ, ALASKA
Jeremy O'Neil, Mayor



Legislation Text

File #: RES 20-0047, **Version:** 1

ITEM TITLE:

#20-47 - Opposing Issuance of Permit by Department of Natural Resources for Helicopter Operation Project LAS 33373 (Postponed from the City Council Regular Meeting of September 1, 2020)

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution # 20-47

SUMMARY STATEMENT:

Approval of this resolution was postponed from the City Council regular meeting of September 1, 2020. Staff will provide a verbal update during the September 15, 2020 meeting.

This resolution is in response to the request for agency review notice from the Department of Natural Resources (DNR) received by the City of Valdez for the Land Use Permit application, LAS 33373, for a helicopter landing zone, parking and fuel storage on a site located off Corbin Loop Road at milepost 6.5 of the Richardson Highway in Valdez, as requested by for Joseph Wolf dba Alaska Backcountry Guides, LLC.

At the August 19th city council meeting, the City Council received public comment regarding the following concerns associated with issuance of this permit by DNR:

- Proximity of the site to an established residential neighborhood. The proposed permit site sits in the center of the Robe Lake Subdivision, which contains 54 privately owned lots that are zoned rural residential and intended for low-density living.
- Proximity to a known swan nesting area. The proposed site sits above a known swan nesting area located on Tract A of the Robe Lake Subdivision. This area is frequently visited by residents throughout Valdez as a known swan and wildlife viewing area.
- Nearby stream, wetlands and adjacency to a FEMA designated special flood hazard area for the Lowe River.
- Lack of established road system. The residential area dirt roads are maintained by the local

residents year-round and would not be suitable for an extensive increase in vehicle traffic, especially during the winter.

The City Council directed administration to bring forth a resolution of opposition for submission to DNR prior to the close of the comment period on August 26, 2020.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 20-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, OPPOSING APPLICATION FOR DEPARTMENT OF NATURAL RESOURCES PERMIT FOR HELICOPTER LANDING PROJECT LAS 33373

WHEREAS, the State of Alaska Department of Natural Resources (DNR) received an application from Joseph Wolf dba as Alaska Backcountry Guides, LLC (“Backcountry”) “for year-round use of a temporary helicopter landing pad and storage of 10,000 gallons of Jet fuel” for a five-year period “to run a helicopter landing, fueling, & storage area” (“Helicopter Operation”); and

WHEREAS, the Helicopter Operation would be located “off Corbin Loop Road at MP 6.5 of the Richardson Highway” legally described as Section 22, Township 9 South, Range 5 West, Copper River Meridian; and

WHEREAS, DNR has solicited comments from the City of Valdez; and

WHEREAS, the site of the Helicopter Operation is directly adjacent to a developed residential subdivision with 54 privately held parcels zoned as Rural Residential; and

WHEREAS, the Helicopter Operation does not conform to the uses permitted within the subdivision or the residential character of the subdivision, which is intended for low-density living; and

WHEREAS, the Helicopter Operation is likely to disturb residents of the subdivision and may have adverse effects on the quality of life and safety of the residents; and

WHEREAS, the Helicopter Operation is likely to disturb wildlife near the site including swans and other waterfowl that nest nearby; and

WHEREAS, the Helicopter Operation site is located near a stream, wetlands, and a FEMA designated special flood hazard area.

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

Section 1. The Valdez City Council opposes the issuance of a permit for the Helicopter Operation and requests that DNR deny the permit application.

Section 2. A copy of this resolution shall be delivered to DNR.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
VALDEZ, ALASKA, this 25th day of August, 2020.

CITY OF VALDEZ, ALASKA

ATTEST:

Jeremy O'Neil, Mayor

Sheri L. Pierce, MMC, City Clerk



**AGENCY REVIEW NOTICE
LAS 33373**

Joseph Wolf dba Alaska Backcountry Guides, LLC

Subject to AS 38.05.850, the Southcentral Regional Land Office has received an application for the following:

APPLICANT: Joseph Wolf dba Alaska Backcountry Guides, LLC

PROJECT NAME: LAS 33373

GEOGRAPHIC LOCATION:

Located off Corbin Loop Road at MP 6.5 of the Richardson Highway.

LEGAL DESCRIPTION:

Section 22, Township 9 South, Range 5 West, Copper River Meridian.

REQUESTED ACTIVITY:

Joseph Wolf dba Alaska Backcountry Guides, LLC has applied for year-round use of a temporary helicopter landing pad and storage of 10,000 gallons of Jet fuel.

PROPOSED DATES OF USE:

Start: January 1, 2021

End: December 31, 2025

DEADLINE FOR COMMENTS: August 26, 2020

You are invited to review the enclosed Land Use Permit application materials. Please direct any questions or comments you may have to Candice Snow, candice.snow@alaska.gov, or the above address. You need not respond if you do not have any comments. The purpose of this notice is to gather input before a decision is made on the proposed activity.

After review and adjudication, we may issue a permit with stipulations for the activity. The activity may be modified during the review and adjudication process.

Candice Snow
Natural Resource Specialist III
(907)269-5032

Distribution List:

- DNR Office of History & Archaeology
- DEC - Charley Palmer
- DNR Land Sales
- Division of Oil & Gas
- USACE - REGPAGEMASTER
- US Fish & Wildlife Service - Douglass Cooper
- EPA - Matthew Lacroix
- DNR Land Sales
- Fish and Game Habitat Southcentral - Megan Marie
- ADNR DMLW Realty Services - Adrienne Stolpe
- DNR State Parks Permitting
- Alaska Department of Transportation - Heather O'claray
- Fish and Game - DWC-SWP-Other - Adam Dubour
- City of Valdez - Mark Detter

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
Division of Mining, Land and Water

Northern Region Land Office,
Fairbanks
(907) 451-2740

Southcentral Region Land Office,
Anchorage
(907) 269-8552

Southeast Region Land Office,
Juneau
(907) 465-3400

Dear Applicant:

The Department of Natural Resources, Division of Mining, Land and Water's (DMLW) regional land offices are responsible for managing state land and resources. Certain activities on state land require a land use permit, while other activities are considered "generally allowed" or require other authorizations. Commercial recreation facilities that remain no longer than 14 days in any one site may obtain a commercial recreation permit rather than a land use permit. Additional information and forms are available at any Division of Mining, Land and Water regional land office and the Public Information Centers in Anchorage and Fairbanks.

Land Use Permits:

- authorize the temporary use of state land or resources;
- can be issued for up to five years;
- do not convey any interest in state land;
- are revocable with or without cause;
- are not transferable;
- do not constitute waiver of any other state, federal, or local laws; and

A Complete Land Use Permit Application Package includes the following items:

A Land Use Permit application form completed and signed by the applicant. Applicants proposing:

- the use of the uplands and non marine waters must also complete the Supplemental Questionnaire for Use of Uplands and/or Non Marine Waters accompanying this application;
- off-road travel must also complete the Supplemental Questionnaire for Off-Road Travel accompanying this application; and/or
- the use of tide and submerged lands must also complete the Supplemental Questionnaire for Use of Marine Waters accompanying this application.

The **site development diagram** required in the Supplemental Questionnaire for Use of Uplands and/or Non-Marine Waters and the Supplemental Questionnaire for Use of Marine Waters should show each item labeled so that it corresponds with your description in the Questionnaire. **The site development diagram must include:**

- **Location** - Section, Township, and Range lines; North arrow; scale; title; legend (may be attached).
- **Boundaries** – Boundaries and dimensions of proposed area of use and their relation to geographic features, including water bodies, and existing trails or rights-of-way.
- **Structures and Storage** - Location and dimensions of buildings, tent platforms, out-buildings and other improvements, and of equipment parking and storage areas, including snow storage areas.
- **Hazardous substances** – Location and dimensions of storage facilities for hazardous substances, including but not limited to oil, lubricants, fuel oil, gasoline, solvents, and diesel fuel. Include method and dimensions of storage (tank, drum, etc.).

Other items that must accompany the application package are:

Land Use Permit Application
Cover Letter (6/18)
Page 1 of 2

Map - a topographic map of sufficient scale to show the location of the proposed activity. The map may be either 1:250,000 or 1:63,360.

Filing Fees - A non-refundable filing fee is required by regulation (11 AAC 05.010(5)(B)). See the current Director's Fee Order for applicable fees. Make checks payable to the "State of Alaska".

Other Miscellaneous Items: Items specifically identified and required in any of the supplemental questionnaires.

Completed Land Use Permit Applications should be mailed to one of the following offices:

Public Information Center
550 W. 7th Ave, Suite 1360
Anchorage, AK 99501
(907) 269-8400

Public Information Center
3700 Airport Way
Fairbanks, AK 99709
(907) 451-2705

MLW Information Office
P.O Box 111020
Juneau, AK 99811-1020
(907) 465-3400

Pre-Permit Issuance Requirements: Prior to issuance of a permit, an applicant is required to submit one or more of the following:

Use Fees - The use fee depends on the type of activity, length of use and the acreage authorized for use. See the current Director's Fee Order for applicable fees.

Performance Guaranty (Bond) - A performance guaranty is held by the state to assure performance and to pay for corrective action if the use of state land fails to comply with the requirements of the permit. The DMLW uses a bonding matrix to determine the amount of a performance guaranty. Acceptable types of performance guaranties include:

- a. cash or check made out to the State of Alaska;
- b. a Certificate of Deposit (CD) in the state's name; or
- c. a corporate surety bond.

Insurance - Insurance to protect you and the state from liabilities incurred through the use of state property.

Survey - Surveys are generally not required for land use permits. Some authorizations may require a Global Positioning System (GPS) to determine the location of the project.

If you have any questions prior to submitting your application, you are encouraged to meet with a member of the Division of Mining, Land and Water staff about your proposed activity.

ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED

**STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER**

LAND USE PERMIT APPLICATION

AS 38.05.850

Receipt Types: 7A – Application for Authorization, except
RR – Application for Authorization on Recreational Rivers System

Applicants must complete all sections of this application. In addition, applicants proposing:

- the use of the uplands and non marine waters must also complete the Supplemental Questionnaire for Use of Uplands and Non Marine Waters accompanying this application;
- off-road travel must also complete the Supplemental Questionnaire for Off-Road Travel accompanying this application; and/or
- the use of tide and submerged lands must also complete the Supplemental Questionnaire for Use of Marine Waters accompanying this application.

Other items that must accompany the completed application are:

- a **(non-refundable) application fee**; see current Director's Fee Order for applicable fees;
- a 1:250,000 or 1:63,360 scale USGS map showing the location of the proposed activity;
- additional items identified and required in any supplemental questionnaire(s) to this application; and
- additional pages if more space is necessary to answer the questions completely.

Completed Land Use Permit Applications should be mailed to one of the following offices:

Public Information Center
550 W. 7th Ave, Suite 1360
Anchorage, AK 99501
(907) 269-8400

Public Information Center
3700 Airport Way
Fairbanks, AK 99709
(907) 451-2705

MLW Information Office
400 Willoughby, #400
P.O. Box 111020
Juneau, AK 99811-1020
(907) 465-3400

LAS # _____

Applicant Information:

Joseph Wolf		03/06/1990	
Applicant Name		Date of Birth	
Alaska Backcountry Guides, LLC		Joseph Wolf	
Doing Business As		Contact Person	
1978 S Windsor Street, Salt Lake City, UT 84105		wolf@akbcguides.com	
Mailing Address with City, State and Zip		Email Address	
(N/A)	(N/A)	(312) 909-3330	(N/A)
Home Phone	Work Phone	Cell Phone	FAX
If you are applying for a corporation, give the following information:			
Name, address and place of incorporation: Alaska Backcountry Guides LLC, 5920 Corbin Loop Rd, Valdez, AK 99686			
Is the corporation qualified to do business in Alaska? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide name, address and phone number of resident agent: Registered Agents, 125 N Willow St, STE B, Kenai, AK 99611 (907) 312-5564			
Type of User, Select one: <input type="checkbox"/> Private non-commercial (personal use) <input checked="" type="checkbox"/> Commercial Recreation or Tourism			
<input type="checkbox"/> Public Non-profit including Federal, State, Municipal Government Agency <input type="checkbox"/> Other commercial or industrial			

Duration of Project: The proposed activity will require the use of state land for: **(Check one)**

☐ a single term of less than one year. **Beginning month:** _____ **Ending month:** _____

☒ a multi year term for up to 5 years. **Beginning year:** 2021 **Ending year:** 2026

If multi year and seasonal, circle months of use in each year. **Jan., Feb., Mar., Apr., May, Jun., Jul., Aug., Sept., Oct., Nov., Dec.**

Project Location

Latitude/Longitude or UTM: 61.074134, -146.095747 or

_____Section: 22, Township: 009S, Range: 005W, Meridian: C

(The spaces below are to be used if the boundaries of the proposed project cross section lines.)

_____Section: _____, Township: _____, Range: _____, Meridian: _____

_____Section: _____, Township: _____, Range: _____, Meridian: _____

Proposed project will require the use of up to 1 acres. (Add additional sheets as necessary)

Project Description - Describe in detail your intended use of state land. (State land also includes all tide and submerged lands beneath coastal waters and all shorelands beneath other navigable water bodies of the state.) Discuss development and activities. (Attach additional pages as necessary.)

_____The intended use for this land is to run a helicopter landing, fueling, & storage area to support recreation on state land.

_____The primary recreation use is for helicopter assisted skiing, but expect to expand into other activities as well (e.g. site seeing, hiking, mountaineering, etc...)

_____The adjacent land is owned by the applicant, and this site would be used as a compliment to the company's existing private land.

_____Should a portion of the permitted area be closed to the general public? **Yes** ☐ **No** ☒. **If yes**, explain which portion and provide justification for exclusive use:

Site Description - Briefly describe the current condition of the proposed site of use, noting any trash, garbage, debris or signs of possible site contamination (If significant, we recommend you provide pictures to establish initial conditions):

The site is currently unoccupied in its natural condition, and does not have any known debris/trash or possible contaminations.

Are there improvements or materials on the site now? **Yes** ☐ **No** ☒ **If yes**, briefly describe the improvements, their approximate value, and who owns them (We recommend you provide pictures of improvements):

Site Description continued - Describe the natural vegetation --- ground cover, trees, shrubs --- and any proposed changes. Describe the location of any estuarine, riparian, or wetlands and any noticeable animal use of area.

The site is generally overgrown with bushes & shrubs. Snow will be plowed to create a cleared area to operate.

Site Access - Describe how you plan to access the site, and your mode of transportation.

Access will be via vehicles through the applicant's private property. Other access will be via Helicopter.

If your access is by aircraft, specify the type and size of aircraft: _____

Helicopters to be used: A-Star B2/B3/B3e & Bell 212 (equivalent machines may be used based on availability)

To access the site, the aircraft is equipped with **floats** ☐ **wheels** ☐ **skis** ☐.

Number of people

1. Indicate the number of employees and supervisors who will be working on the site. 30
2. Indicate the number of customers who will be using the site per year or season. 500
3. Indicate the number of days the site will be used per year or season. 365

Environmental Risk / Hazardous Substances - In the course of your proposed activity will you generate, use, store, transport, dispose of, or otherwise come in contact with toxic and/or hazardous materials, and/or hydrocarbons? **Yes**☒ **No**☐ . **If yes, please describe:**

Fuel will be stored on site. No other hazardous/toxic materials will be on site.

The types and volumes of fuel or other hazardous substances present or proposed: _____
Jet Fuel (~10000 gallons)

The specific storage location(s): _____
Fuel will be stored on the eastern border of the applicant's property, while not obstructing the old richardson hwy, snow storage area, or utility easements.

The spill plan and prevention methods: _____
Fuel will only be stored in approved containers. In addition, tanks will be in "L-Berm" secondary fuel containment spill catcher.

Only trained employees will use fuel pumps. Employees will wear all necessary PPE as well as have access to fuel absorbing spill pads and spill kit.

Daily inspection of equipment to ensure there are no leaks. All reporting guidelines for fuel spills, as outlined by the Division of Spill Prevention & Response, will be followed. A 3rd party professional fuel clean-up contractor will be hired in the event of any major spills.

Environmental Risk/Hazardous Substances (continued) - If you plan to use either above or below ground storage containers (like tanks, drums, or other containers) for hazardous material storage, answer the following questions for each container:

Where will the container be located? _____ On the border of the applicant's property, on the east side.

What will be stored in the container? _____
Jet Fuel

What will be the container's size in gallons? _____ ~10,000 Gallons

Give a description of any secondary containment structure, including volume in gallons, the type of lining material, and configuration: _____
Fuel "spill berms" will be used as a secondary containment system. Each tank will be placed in an appropriate secondary containment size, based on the size of the tank, following the guidelines for secondary containment size set by the Division of Spill Prevention & Response.

Will the container be tested for leaks? **Yes**☒ **No**☐]

Will the container be equipped with leak detection devices? **Yes**☐ **No**☒. **If no, describe:** _____
Daily visual inspection and testing of all containers/tanks for leaks and spills.

Do you have any reason to suspect, or do you know if the site may have been previously contaminated? **Yes**☐ **No**☒. **If yes, please explain:**

Date Stamp:



Owner

Signature of Applicant or Authorized Representative

Title

AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(8) and confidentiality is requested, AS 43.05.230, or AS 45.48). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210. In submitting this form, the applicant agrees with the Department to use “electronic” means to conduct “transactions” (as those terms are used in the Uniform Electronic Transactions Act, AS 09.80.010 – AS 09.80.195) that relate to this form and that the Department need not retain the original paper form of this record: the department may retain this record as an electronic record and destroy the original.

Land Use Permit Application Supplemental Questionnaire for: Use of Uplands and Non Marine Waters

To be completed to provide more detailed information about projects or activities requiring the use of state owned uplands and non marine waters. All site development details identified in this section must be represented graphically in the scaled drawings on Page 4 of the supplement.

Temporary Structures – **1)** Describe all temporary improvements (including buildings, tent platforms, out-buildings, docks, floats, and floating facilities), including their dimensions and building materials. **2)** Label improvements to be maintained on a year round basis as year round. **Note:** Seasonal improvements must be completely dismantled and removed or stored on or before the end of authorized terms of use.

Temporary & removable helipads will be used. They can easily be setup on rougher terrain, and slung away by the helicopter when no longer in use.

Distance structures including pit privies will be located from the ordinary highwater mark of the nearest freshwater body (lake, stream, river, etc), or the mean high water mark of a saltwater body: N/A

Harvest of Non-Timber Related Forest Products – Please list the type and quantity of each non-timber related forest product (berries, ferns, willow, mushrooms, birch bark, etc.) to be harvested for commercial use:

N/A

Contact the DNR Division of Forestry to obtain authorizations for the harvest of small trees.

Motorized Equipment - List mechanized/motorized equipment to be used, including type, size, purpose, and number of each.

Pickup truck to move equipment around, tractor/loader to move equipment, snow, and debris, diesel generator to provide power to the site.

Storage and Parking - If you plan to store items or park boats, vehicles and/or heavy equipment on the site, describe complete the following:

Describe and give dimensions of long term and short term parking and or storage areas. _____

No parking on site for motor vehicles. Helicopters and fuel will be parked/stored on site.

Is parking or storage planned to take place on filled tidelands. **Yes** [] **No** [x]

Does storage involve structures or materials floating in a waterbody? **Yes** [] **No** [x] If yes, describe. _____

Storage and Parking (continued)Number of disassembled tent frames N/ANumber of tent platforms N/A

List and describe items that are large and difficult to transport. Include dimensions: _____

Temporary helipads are large and need to be lifted and removed by the helicopter itself. This is not a long or difficult process.

Will barrel(s) or an equivalent type of storage container be used? **Yes**☒ **No**☐ If using something other than barrels for storage containers, describe the alternative container.

Yes, a standard jet fuel tanker will be used for fuel storage.

Describe any measures you plan to take to minimize drips or spills from leaking vehicles or equipment. _____

All vehicles and equipment will be inspected and serviced regularly to ensure drips/spills are minimized.

Water / Wastewater**Water Supply** – Describe the water supply and proposed use. _____

We do not intend to use water from this site.

Wastewater – Describe the wastewater type and quantity and proposed method of wastewater disposal: (for the marine environment, also describe the proposed gray and black water systems or out fall pipeline.

There will not be wastewater to dispose of on site.

Waste – Describe the types of waste that will be generated on-site, including solid waste, the source of the waste, and the method of waste disposal, i.e. pit privy, or self-contained system, or outfall line; indicate distance from the nearest waterbody.

We do not expect any waste to be generated on this site.

Animal Use

Will there be any use of animals (horses, llamas, dogs, etc.)? **Yes** | **No**☒

Will there be commercial use of the animals (horseback rides, packing, dog sled rides, etc.)? **Yes** | **No**☒ If yes, please explain:

Dismantle, Removal, Restoration Plan – Provide a plan for dismantling and removing temporary structures. Include method and timeline for total site restoration:

Fuel tank will be picked up by 3rd party vendor/lessor.

Helipads will be lifted away by helicopter.

Conduct a thorough search to remove all trash and debris. Trash/debris to be collected and disposed appropriately offsite.

SHORT TERM (PORTABLE) COMMERCIAL RECREATION CAMPS: Identify commercial recreation activity/activities for which short term (portable) camps **will be** established to accommodate employees and clients, and provide a general description of the location(s) (e.g. guide use area, game management sub-unit, river, stream, lake, etc.) where the recreational activity/activities and short term (portable) camp use will occur.

___ **Big Game Guiding: (List up to 3 Guide Use Areas.)** _____

___ **Sportfishing (List river corridors, lakes, etc.)** _____

___ **Boating/Rafting/Kayaking: (List river corridors, lakes, etc.)** _____

☒ **Other Recreation: (Type and general geographic description.)** This permit area is utilized as the base camp for these activities.

Skiing, snowboarding, snowmobiling, hiking, site-seeing, mountaineering on the surrounding state land.

- Identify any State of Alaska Refuge, Sanctuary and/or Critical Habitat Area where short term (portable) camps will be used.

N/A

Will activities include “day use” of state land managed under the Haines State Forest Management Plan? **Yes** ___ **No** ☒

Site Development Diagram

See attached for
supplemental maps

VICINITY MAP

The diagram shows a road network. Corbin Loop Rd curves from the top left towards the center. Old Richardson Hwy runs from the top center towards the right. Richardson Hwy runs diagonally from the bottom left towards the right. A blue line representing a Creek flows from the center towards the bottom right. A shaded area labeled 'Applicant's Private Land' is located between Corbin Loop Rd and Old Richardson Hwy. A star symbol on Richardson Hwy is labeled 'Sign to indicate location to clients'. A north arrow points upwards on the left side. The text 'Not to scale' is at the bottom left.

LAS #

Date Prepared:	Applicant's Name: Joseph Wolf
ALASKA DEPARTMENT OF NATURAL RESOURCES DIV. OF MINING, LAND, WATER LAND USE PERMIT	
SITE DEVELOPMENT DIAGRAM	
Sec.(s) <u>22</u> T. <u>009</u> S., R. <u>005</u> W. E., <u>C</u> M	
SHEET	OF

VALDEZ B-7

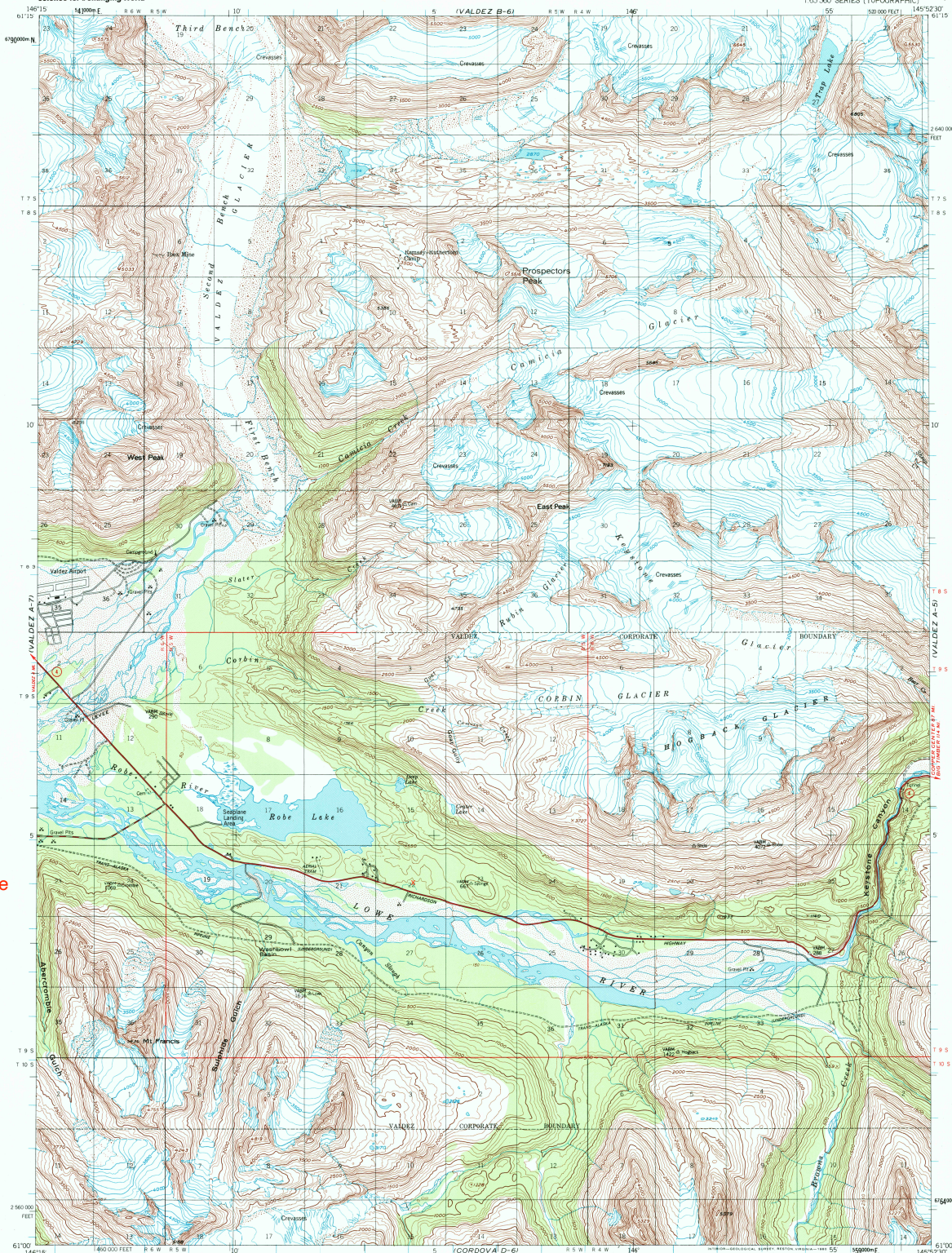


U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

VALDEZ (A-6) QUADRANGLE
ALASKA

1:63,360 SERIES (TOPOGRAPHIC)

VALDEZ B-5



X = Proposed Site

CORVOVA D-7

Mapped, edited, and published by the Geological Survey

Control by USGS and USGS

Topography by photogrammetric methods from aerial photographs taken 1950. Culture revised in part from 1:25,000 scale maps compiled in 1979 and 1980

Universal Transverse Mercator projection, 1983 North American Datum 10,000-foot grid ticks based on Alaska coordinate system, zone 3

10,000-meter Universal Transverse Mercator grid ticks, zone 6, shown in blue

Gray land lines represent unsurveyed and unmarked locations predetermined by the Bureau of Land Management

Photo C-5, Copper River Meridian

Swamps, as portrayed, indicate only the wetter areas, usually of low relief, as interpreted from aerial photographs

To place on the projected North American Datum 1983 move the projection lines 60 meters north and 111 meters east



FOR SALE BY U.S. GEOLOGICAL SURVEY, P.O. BOX 25286, DENVER, COLORADO 80225
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST



RECEIVED

SEP 30 2001

HISTORICALMAPARCHIVES

ROAD CLASSIFICATION

Heavy-duty Light-duty
Medium-duty Unimproved dirt

State Route

VALDEZ (A-6), ALASKA
N6100-W14525/15422 5

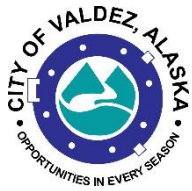
1951
LIMITED REVISIONS 1980





See photos for examples of the portable/removable helipads. They can be constructed on site, or flown in, and easily adapt to undulating or sloping land.





City of Valdez
ALASKA
Planning Department

July 18, 2020

Candice Snow
Natural Resource Specialist III
Alaska DNR – Division of Mining, Land & Water
Southcentral Regional Land Office
550 W. 7th Ave., Suite 900C
Anchorage, Alaska 99501-3577

Re. Review Notice: LAS 33373 – Joseph Wolf

Dear Ms. Snow,

This letter is in response to the request for agency review for the Land Use Permit application, LAS 33373, for a helicopter landing zone, parking and fuel storage on a site located off Corbin Loop Road at milepost 6.5 of the Richardson Highway in Valdez, as requested by for Joseph Wolf dba Alaska Backcountry Guides, LLC.

We respectfully request the following residential and environmental considerations regarding this site:

- Proximity of the site to an established residential neighborhood. The proposed permit site sits in the center of the Robe Lake Subdivision, which contains 54 privately owned lots that are zoned rural residential and intended for low-density living.
- Proximity to a known swan nesting area. The proposed site sits above a known swan nesting area located on Tract A of the Robe Lake Subdivision. This area is frequently visited by residents throughout Valdez as a known swan and wildlife viewing area.
- Nearby stream, wetlands and adjacency to a FEMA designated special flood hazard area for the Lowe River.
- Lack of established road system. The residential area dirt roads are maintained by the local residents year-round and would not be suitable for an extensive increase in vehicle traffic, especially during the winter.

Proposed helicopter operations, a landing zone, parking and fuel storage near residential dwellings and a stream could have adverse effects on the quality of life and safety of the residents, and potentially lead to harmful effects to the established natural environment and wildlife that residents and visitors appreciate and enjoy.

We hope these concerns will be vetted by our State of Alaska partners and departments regarding this permit request. Please let us know if we can be of any further assistance regarding these matters.

Sincerely,

Kate Huber
Planning Director
City of Valdez | Planning Department
☎ 907.834.3401 | ✉ khuber@valdezak.gov



Legislation Text

File #: 20-0424, **Version:** 1

ITEM TITLE:

Change Order Report: Change Order #4 with Harris Sand & Gravel Inc. for Pavement Management Phase I - West Egan Drive in the Amount of \$25,500

SUBMITTED BY: Tom Sanborn

FISCAL NOTES:

Expenditure Required: \$25,500.00

Unencumbered Balance: \$2,555,171.21

Funding Source: 350-1200-58000

RECOMMENDATION:

Receive & file

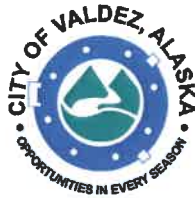
SUMMARY STATEMENT:

Change order #4 on the Pavement Management Phase 1 - West Egan Drive Project documents several adjustments in bid item quantities and the resulting changes in the overall project cost. These adjustments are as follows:

WE-1 quantity reduced by 375 CY
WE-2 quantity reduced by 600 TON
WE-3 quantity increased by 750 TON
WE-20 quantity reduced by 1 EA
WE-22 quantity increased by 19 EA
WE-32 quantity reduced by 19 EA
WE-41 increased by 45 LF

The aggregate cost adjustment for these quantity changes is an increase of \$25,500.00

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

DATE ISSUED: 8/7/2020
CHANGE ORDER NO. 4
COST CODE NO. 310-1200-58000
PROJECT NO. 19-310-1200
CONTRACT NO. 1603

PROJECT: Pavement Management Phase 1 – West
Egan Drive

Distribute to:
Engineering _____
Owner _____ x
Contractor _____ x
Other _____

You are directed to make the changes in this CONTRACT as follows:

- Rehabilitate 19 manhole top sections per RFI #9. Increased cost will be equal to the difference in unit price from WE-32 to WE-22, and will be reflected as quantity adjustments for those items.
- The Owner will accept a cost credit equal to the unit price for bit item WE-20 for the unauthorized work documented in Field Order #7. This will be reflected as a reduction in quantity for WE-20.
- Remove 45' of abandoned driveway culvert per Field Order #8. Cost will be reflected as quantity increase for bid item WE-41.
- Per Field Order #1, the quantities for bid items WE-1 and WE-2 are reduced as directed by the engineer.
- Add 2" of Leveling Course as directed by the engineer between BOP and STA 25+40. Cost will be reflected as a quantity adjustment for bid item WE-3.

Justification:

- The manhole rehabilitation necessary for these top sections exceeds the scope of WE-32, but is within the scope of WE-22.
- The cost credit was negotiated and agreed to by COV and Contractor.
- 45' of previously unknown 18" culvert was discovered during road excavation, and the removal was ordered by the engineer.
- The quantity adjustment from Field Order #1 was ordered by the owner and engineer due to the condition of the roadway at the start of construction.
- Additional leveling course is needed upon inspection of the existing material after removal of the existing AC pavement between BOP and ST 25+40.

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	\$ 2,344,772.00
Change by previously authorized Change Order(s)	\$ 42,992.61
The CONTRACT sum prior to this Change Order was	\$ 2,387,764.61
The CONTRACT sum will be <i>(increased/decreased)</i> by this Change Order	\$ 25,500.00
New CONTRACT sum including this Change Order will be	\$ 2,413,264.61

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.

By: Ben Lavis

Date: 8/19/20

CORPORATE SEAL

Attest: [Signature]
Corporate Secretary

**AUTHORIZED BY:
CITY OF VALDEZ**

By: [Signature]
Mark Detter, City Manager

Date: 8-20-20

RECOMMENDED

By: [Signature]
Nathan Duval, Director of Capital Facilities

Date: 8-20-20

Pavement Management Phase 1 - West Egan
Contract Number 1603

Original Contract Amount \$2,344,772.00

	Amount	Subtotal	Description
Change Order 1	\$17,892.00	\$2,362,664.00	Add 12" water valve, deduct 6" water valve (WE-27)
Change Order 2	\$12,850.61	\$2,375,514.61	VPT concrete gutter add rebar. WE-28 and WE-34 quantity increase.
Change Order 3	\$12,250.00	\$2,387,764.61	SSMH Rehab and Manhole Grade Adjustments
Change Order 4	\$25,500.00	\$2,413,264.61	Manhole Rehab, Unusable Ex/II-A redux, unauthorized work credit, remove culvert
Change Order 5		\$2,413,264.61	
Change Order 6		\$2,413,264.61	
Change Order 7		\$2,413,264.61	
Change Order 8		\$2,413,264.61	
Change Order 9		\$2,413,264.61	
Change Order 10		\$2,413,264.61	

Current Contract Amount

\$2,413,264.61

Net Change

\$68,492.61

% Change

2.92%



Legislation Text

File #: 20-0425, **Version:** 1

ITEM TITLE:

Change Order Report: Change Order #1 with Vision Construction International for City Buildings Exterior Caulking Project in the Amount of \$16,249.07

SUBMITTED BY: Austin Rake, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$16,249.07

Unencumbered Balance: \$133,457.30

Funding Source: 350-0310-55000.1907

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

The window glazing at the Valdez High School and Valdez Library has failed due to weather and age, in most locations the silicone is not adhered to the windows and water damage has occurred. Due to the loss of integrity we have instructed Vision Construction International to re-glaze at these locations with the existing panes.

This report is filed per City Procurement Code 2.80.050.



CHANGE ORDER
CITY OF VALDEZ

TO: Vision Construction Int. LLC
17 Adak Avenue
Fairbanks, AK 99701

PROJECT: City Buildings Exterior Caulking

DATE ISSUED 8/6/2020
CHANGE ORDER NO. 01
COST CODE NO. 350-0310-55000.1907
PROJECT NO. 19-350-1907
CONTRACT NO. 1620
Distribute to _____
Engineering _____
Owner X
Contractor X
Other _____

You are directed to make the changes in this CONTRACT as follows: Additional scope to include silicone window glazing at the Valdez High School and the Valdez Library.

Justification: The window glazing in these locations have failed due to weather and age, in most locations the silicone is not adhered to the window and water damage has occurred due to the loss of integrity.

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.....	\$	624,856.67
Change by previously authorized Change Order(s).....	\$	0.00
The CONTRACT sum prior to this Change Order was.....	\$	624,856.67
The CONTRACT sum will be increased by this Change Order.....	\$	16,249.07
New CONTRACT sum including this Change Order will be.....	\$	641,105.74

CONTRACT time will remain the same. The date of Substantial Completion as of the date of this Change Order therefore is October 15, 2020.

VISION CONSTRUCTION INTERNATIONAL LLC

By: [Signature]
Date: 8/6/20

CORPORATE SEAL

Attest: [Signature]
Corporate Secretary

AUTHORIZED BY:
CITY OF VALDEZ

By: [Signature]
Mark Dettler, City Manager
Date: 8-12-20

RECOMMENDED

By: [Signature]
Nathan Duval, Director of Capital Facilities
Date: 8-11-20



Line_Key	Item Description	Takeoff Qty	UoM	Prod Rate	Unit Cost	Labor Hours	Dollars
1374-3	Division 01 - General Requirements						
1374-4	Contractual						
1374-5	Bond Fee (@ 2%)	1	Lump		\$ 116.38		\$ 116.38
1374-6	AK State Cert. Payroll Fee (@1% max \$5K)	0	Lump		\$ 58.69		\$ -
1374-7	Builders Risk Fee (@ 0.25%)	1	Lump		\$ 14.59		\$ 14.59
1374-8	Division 08 - Openings						
1374-9	Caulk Windows at Frame and Glass Interface	22	Each				
1374-10	Demo, prep, solvent cleaning, mask, caulk - Labor	22	Each	2	\$ 85.00	44.0	\$ 3,740.00
1374-11	Masking, blades, and other sundries - Material	22	Each		\$ 2.00		\$ 44.00
1374-12	Caulking - Material	33	Tubes		\$ 7.89		\$ 260.37
1374-13	Man Lift Rental	2	Days		\$ 325.00		\$ 650.00
1374-14	Superintendent - QC	4	Days	1.5	\$ 85.00	6.0	\$ 510.00
1374-15	Lodging and Meals	4	Days		\$ 150.00		\$ 600.00
1374-16							
						Hours	50.00
						Cost	\$ 5,935.34
						10% Overhead	\$ 593.53
						Subtotal	\$ 6,528.87
						10% Profit	\$ 652.89
						Grand Total	\$ 7,181.76



Line_Key	Item Description	Takeoff Qty	UoM	Prod Rate	Unit Cost	Labor Hours	Dollars
1374-3	Division 01 - General Requirements						
1374-4	Contractual						
1374-5	Bond Fee (@ 2%)	1	Lump		\$ 92.47		\$ 92.47
1374-6	AK State Cert. Payroll Fee (@1% max \$5K)	0	Lump		\$ 46.65		\$ -
1374-7	Builders Risk Fee (@ 0.25%)	1	Lump		\$ 11.61		\$ 11.61
1374-8	Division 08 - Openings						
1374-9	Caulk Windows at Frame and Glass Interface	15	Each				
1374-10	Demo, prep, solvent cleaning, mask, caulk - Labor	15	Each	2.5	\$ 85.00	37.5	\$ 3,187.50
1374-11	Masking, blades, and other sundries - Material	15	Each		\$ 2.00		\$ 30.00
1374-12	Caulking - Material	30	Tubes		\$ 7.89		\$ 236.70
1374-13	Man Lift Rental	1	Days		\$ 325.00		\$ 325.00
1374-14	Superintendent - QC	3	Days	1.5	\$ 85.00	4.5	\$ 382.50
1374-15	Lodging and Meals	3	Days		\$ 150.00		\$ 450.00
1374-16							
						Hours	42.00
						Cost	\$ 4,715.78
						10% Overhead	\$ 471.58
						Subtotal	\$ 5,187.35
						10% Profit	\$ 518.74
						Grand Total	\$ 5,706.09



Line_Key	Item Description	Takeoff Qty	UoM	Prod Rate	Unit Cost	Labor Hours	Dollars
1374-3	Division 01 - General Requirements						
1374-4	Contractual						
1374-5	Bond Fee (@ 2%)	1	Lump		\$ 54.47		\$ 54.47
1374-6	AK State Cert. Payroll Fee (@ 1% max \$5K)	0	Lump		\$ 27.49		\$ -
1374-7	Builders Risk Fee (@ 0.25%)	1	Lump		\$ 6.87		\$ 6.87
1374-8	Division 08 - Openings						
1374-9	Caulk Windows at Frame and Glass Interface	18	Each				
1374-10	Demo, prep, solvent cleaning, mask, caulk - Labor	18	Each	1.25	\$ 85.00	22.5	\$ 1,912.50
1374-11	Masking, blades, and other sundries - Material	18	Each		\$ 2.00		\$ 36.00
1374-12	Caulking - Material	27	Tubes		\$ 7.89		\$ 213.03
1374-13	Man Lift Rental	0	Days		\$ 325.00		\$ -
1374-14	Superintendent - QC	2	Days	1.5	\$ 85.00	3.0	\$ 255.00
1374-15	Lodging and Meals	2	Days		\$ 150.00		\$ 300.00
1374-16							
						Hours	25.50
						Cost	\$ 2,777.87
						10% Overhead	\$ 277.79
						Subtotal	\$ 3,055.66
						10% Profit	\$ 305.57
						Grand Total	\$ 3,361.22



Legislation Text

File #: 20-0426, **Version:** 1

ITEM TITLE:

Change Order Report: Change Order #2 with Cornerstone General Contracting Inc. for Providence Valdez Medical Center Copper Pipe Replacement in the Amount of \$17,581

SUBMITTED BY: Tom Sanborn, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$17,581.00

Unencumbered Balance: \$17,581.00

Funding Source: 350-0310-55000.1620

RECOMMENDATION:

Receive & file

SUMMARY STATEMENT:

Change order #2 for this project consists of the relocating an existing smoke damper, and adding additional drywall to the 2-hour fire wall. The incorrect location of the damper and the missing drywall were not identified during design but are required to achieve the design fire wall rating.

This report is filed per City Procurement Code 2.80.050



CHANGE ORDER
CITY OF VALDEZ

TO:
Cornerstone General Contracting, Inc.
4040 B Street, Suite 200
Anchorage, Alaska 99503

DATE ISSUED: 8/3/2020
CHANGE ORDER NO. 2
COST CODE NO. 350-0310-55000.1620
PROJECT NO. 19-310-9197
CONTRACT NO. 1520

PROJECT:
Providence Valdez Medical Center Copper Pipe
Replacement - Construction

Distribute to:
Engineering x
Owner x

You are directed to make the changes in this CONTRACT as follows:

Relocate the fire smoke damper to the design 2 hour fire wall assembly, and provide additional sheetrock necessary to achieve the 2 hour fire wall rating.

Justification: The plans did not correctly identify the location of the fire smoke damper, or the missing sheet rock in the existing fire wall between rooms C118 and C119. It is necessary to relocate this damper to the fire wall and to add additional sheetrock to meet the 2 hour fire wall rating per the design in this location.

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	\$	2,709,436.00
Change by previously authorized Change Order(s)	\$	38,896.00
The CONTRACT sum prior to this Change Order was	\$	2,748,332.00
The CONTRACT sum will be (increased/decreased) by this Change Order	\$	17,581.00
New CONTRACT sum including this Change Order will be	\$	2,765,903.00

CONTRACT time will be increased by 60 days. Therefore date of Substantial Completion as of the date of this Change Order is August 14, 2020.

CORNERSTONE GENERAL CONTRACTING, INC.

By: [Signature]

Date: 8/4/20

CORPORATE SEAL

Attest: [Signature]

Corporate Secretary



AUTHORIZED BY:
CITY OF VALDEZ

By: [Signature]

Mark Dettler, City Manager

Date: 8-3-2020

RECOMMENDED

By: [Signature]

Nathan Duval, Director of Capital Facilities

Date: 8-6-20

CORNERSTONE

General Contractors, Inc

Project:	<u>PVMC Upgrades</u>	Date:	<u>7/8/2020</u>
Description:	<u>FSD Location and Size Change Including Framing/GWB</u>	Job #	<u>1812-2</u>
		PCO#	<u>017</u>

General Conditions

1.01	Prime Contractors Direct Cost	\$	1,940
1.02	General Conditions Cost Subtotal	\$	560
1.03	Subtotal	\$	2,500

Subcontractors

2.01	Alaska Mechanical	\$	13,440
2.02	Wired AK	\$	736
2.03		\$	-
2.04		\$	-
2.05	Total of Subcontractors Work	\$	14,176
2.06	Subcontractor Bond	0%	\$ -
2.07	Subtotal	\$	14,176

Credits

3.01		\$	-
3.02		\$	-
3.04	Total of Credits	\$	-

Summary

4.01	General Conditions Cost Subtotal	\$	2,500
4.03	Subcontractor Subtotal	\$	14,176
4.04	Markup on Subcontractors work:	\$	-
4.03	Credits Subtotal	\$	-
4.05	Subtotal	\$	16,676
4.06	General Liability Insurance	0.51%	\$ 85
4.07	All Risk Insurance	1.00%	\$ 168
4.08	P/P Bond	1.00%	\$ 169
4.09	Subtotal Change Order Amount	\$	17,098
4.10	Contractor's Fee	3%	\$ 483
4.11	TOTAL CHANGE ORDER AMOUNT	\$	17,581

An additional 28 day extension to the contract is required due to this change to the contract

UNO no work will be performed for this work until an approved change order has been provided



Senior Project Manager

Signature and Title

FSD Location and Size Change Including Framing/GWB											
SPEC SECT	ACTIVITY	QTY	Unit	Labor MH	Labor \$	Total MH's	TOTAL LABOR \$	Unit prices	TOTAL STS/MATL \$	SUB \$	Line Totals
1	Project manager	2	hr	1.000	100.0	2	200		0		200
2	Superintendent	4	hr	1.000	90.0	4	360		0		360
3	Non-working foreman		wk		.0	0	0		0		0
4	Airfare				.0	0	0		0		0
5	Room and Board		dy		.0	0	0	150	0		0
6	SECTION TOTALS					6	560		0	0	560
7					.0	0	0		0		0
8					.0	0	0		0		0
9	Framing and GWB to Deck	1	ls	16.000	1440.0	16	1,440	500	500		1,940
10					.0	0	0		0		0
11					.0	0	0		0		0
12					.0	0	0		0		0
13					.0	0	0		0		0
14					.0	0	0		0		0
15	Room and Board				.0	0	0		0		0
16	Airfare				.0	0	0		0		0
17	SECTION TOTALS					16	1,440		500	\$0	1,940
18					.0	0	0		0		0
19					.0	0	0		0		0
20					.0	0	0		0		0
21					.0	0	0		0		0
22					.0	0	0		0		0
23	SECTION TOTALS					0	0		0	\$0	0

Total MH 16

Total Labor \$ 1,440

Labor % \$ 0

Total STS/Matl \$ 500

Total GC's \$ 560

COST SUB-TOTAL \$\$\$ 2,500

Alaska Mechanical, Inc.
Job # 637
Job: Valdez Medical Facility



ALASKA
MECHANICAL
INCORPORATED

Description

Fire Smoke Dampers

RFI	29
Change Proposal	011

Cover Sheet

Reason for Change:

As Requested by RFI Repsonse

Work Tasks to Accomplish Change

Schedule Analysis - Impact on Successor Activities

Contract Extension:

1 Day

Alaska Mechanical, Inc.
 Job # 637
 Job: Valdez Medical Facility



Description

Fire Smoke Dampers

RFI 29

Change Proposal 011

Lead Sheet

CONTRACTORS COSTS

LABOR TOTAL		\$	365.64
MISCELLANEOUS TOTAL		\$	1,446.92
EQUIPMENT TOTAL		\$	271.20
MATERIAL TOTAL		\$	-
<hr/>			
CONTRACTORS SUBTOTAL		\$	2,083.76
5% OVERHEAD AND PROFIT	X .05	\$	104.19
CONTRACTORS TOTAL WITH OVERHEAD AND PROFIT		\$	2,187.95

SUBCONTRACTOR COSTS

SUBCONTRACTOR TOTAL		\$	10,340.74
5 % OVERHEAD AND PROFIT	X .05	\$	517.04
SUBCONTRACTORS TOTAL WITH OVERHEAD AND PROFIT		\$	10,857.78

BOND AND INSURANCE

SUBTOTAL		\$	13,045.73
BOND @ 2%	X .02	\$	260.91
INSURANCE @ 1%	X .01	\$	133.07

TOTAL PROPOSAL \$ **13,439.71**

Alaska Mechanical, Inc.
Job # 637
Job: Valdez Medical Facility



ALASKA
MECHANICAL
 INCORPORATED

Direct Labor Breakdown

Trade	QTY	UOM	Unit MH	MH	RATE	Total	Description
Plumber General Foreman	1	LS	1.0		\$ 98.26	\$ -	
Plumber Foreman	1	LS	1.0	4.0	\$ 91.41	\$ 365.64	
Plumber	1	LS	1.0		\$ 84.24	\$ -	

Total Man Hours 4.0 **Labor** \$ 365.64

Direct Miscellaneous Costs

#	DESCRIPTION	QTY	UOM	PRICE	COST
1	Small Tools/Consumables		HR	\$ 3.50	\$ -
2	Subsistence	2	DAY	\$ 175.00	\$ 350.00
3	Freight		EA	\$ -	\$ -
4	Air Travel		EA		\$ -
5	Travel Time (Drive)	12	EA	\$ 91.41	\$ 1,096.92
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Total Miscellaneous Costs \$ 1,446.92

Alaska Mechanical, Inc.
Job # 637
Job: Valdez Medical Facility



ALASKA
MECHANICAL
INCORPORATED

Equipment Breakdown

(Rental Rates Per "Rental Rate Blue Book for Construction Equipment)

#	DESCRIPTION	# OF HOURS	RATE PER HOUR (Includes Operating Costs)	TOTAL
1	Pickup Truck	12	\$22.60	\$ 271.20
2	20' Scissor Lift	0	\$12.70	\$ -
3	Welding Machine	0	\$13.16	\$ -
4				\$ -
5				
6				\$ -

Total Equipment Costs \$ 271.20

Material Breakdown

#	Description	Qty	Price	Costs
1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -

Total Material Costs \$0

Subcontractor Breakdown

#	SUBCONTRACTOR	TOTAL
1	AIIF (Insulation)	\$1,658
2	Heat Systems (HVAC)	\$8,683
3		\$0
4		\$0
5		\$0

Total Subcontractor Costs \$10,341

UNIT TAKE-OFF

SHEET 5 of 5

LABOR FACTOR \rightarrow



CHANGE ESTIMATE SUMMARY

Change Order # 001	Ref # :	CGC RFI #029
Contractor: Heat Systems Inc	Job Name:	Valdez PVMC
Address: 200 W 34th Ave #384, Anchorage, AK 99503	Job Number:	19-002
City,State,Zip: Anchorage, AK, 99503	Date:	7/7/2020
RFP# & Description:	Change in size and location of FSD. FSD shown not in new fire wall. Size on plans incorrect for actual installation location. Re-route 10" duct run in way of new FSD.	
A. Mechanical Equipment & Materials:	\$1,500.00	
B. Shipping:	\$350.00	
C. Direct Labor:	\$4,750.00	
D. Room & Board:	\$950.00	2 days/nights
E. Equipment & Tools:	\$0.00	
F. Subcontracts (less sub overhead & profit):	\$0.00	
G. Subtotal		\$7,550.00
H. Sub-Contractor Overhead @ 5% of line F:	\$0.00	
I. Sub-Contractor Profit @ 5% of line F:	\$0.00	
J. HSI Markup/Overhead @ 15% of line G:	\$1,132.50	
K. Credit for original scope		
L. Total For This Change		\$8,682.50
M. Exclusions from this estimate:	All original contract exclusions.	

CHANGE ESTIMATE TAKE-OFF

Contractor:	Heat Systems Inc.	Project No.:	19-002
Subcontractor:	N/A	RFI #	CGC RFI# 029
Prepared by:	Chris Bullock	Date:	7/7/2020

	Equip. & Mat's Cost			Labor Man hours Cost			
	Quant.	Unit Cost	Total Cost	Total Hour Rate \$	Hours	Total Labor Costs	Total Line Cost \$
Shop Fabrication (labor)	1		\$0.00	\$ 125.00	4	\$500.00	\$500.00
Field Installation (labor)	1		\$0.00	\$ 125.00	8	\$1,000.00	\$1,000.00
Travel	1		\$0.00	\$ 125.00	24	\$3,000.00	\$3,000.00
Demo (labor)	1		\$0.00	\$ 125.00	2	\$250.00	\$250.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Equipment/ Materials			\$0.00			\$0.00	\$0.00
			\$0.00			\$0.00	\$0.00
20"x16" FSD (1 day production)	1	\$1,175.00	\$1,175.00			\$0.00	\$1,175.00
10" Boot Tee	1	\$45.00	\$45.00			\$0.00	\$45.00
10" elbows	2	\$50.00	\$100.00			\$0.00	\$100.00
20"x16" Ductmate Frames	4	\$45.00	\$180.00			\$0.00	\$180.00
			\$0.00			\$0.00	\$0.00
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			\$0.00			\$0.00	\$0.00
			\$0.00			\$0.00	\$0.00



From: Jim Wicker **No. of pages:** 4
To: Jonathan Hornak
Company: Cornerstone General Contractors
4040 B St. Suite 200, Anchorage, AK 99503 **WAK Job Number:** 183
Client Ref. No: 18-12-2
Date: 7/7/2020
Subject: PVMC Upgrades
Electrical Item No: 183-004

Description of Work: Relocate Fire Smoke Damper into Fire Rated Wall

- Relocate 120V conduits currently occupying planned FSD location.
- Relocate/extend associated Fire Alarm devices at FSD
- This proposal does not include another site visit – work to be concurrent with next site visit. Additional site visit cost available upon request.


Proposal Totals: **\$ 736.00**

Price Includes:

1. Items as listed above.

Price Excludes:

1. Any item not listed above.

<i>By signing below, I authorize Wired AK LLC to proceed with the above work items. If separate contract is used, please include this proposal in contract documents.</i>	
Company: _____	WAK LLC Wired AK LLC
Name: _____	Project Manager: Jim Wicker
Signature: _____	Signature: 
Date: _____	Date: 7/7/2020
<i>Price is good for 60 days from date on proposal. Payment Terms: Net 30 days from invoice date. Interest at a rate of 18% per year will be charged on all bills not paid within 30 days of invoice date.</i>	

Job ID: JOB-2019-0002
Project: 183.1 PAMC Valdez Piping Replacement



CO: CO-0004: 004 Relocate FSD

Bid Brief Form Report

Vendor: TARGET-DON'T USE	Labor Level: WAK LABOR	7 Jul 2020 9:25:22
Tax Rate status: Default	Bid Name: BASE BID	Bid Template: WAK - 2020

Description	Amount	Subtotal
Material		
Estimated Material	75.00	
Material Adjustment	0.00	
Material Total:		75.00
Labor		
Direct Labor Hours	4.00	
Labor Dollars	324.83	
Indirect Labor	165.41	
Labor Escalation	0.00	
Labor Adjustments	0.00	
Labor Total:		490.23
Direct Job Costs		
Estimated DJC	16.24	
DJC Adjustments	0.00	
Direct Job Costs Total:		16.24
Taxes		
Material Tax (0.0000%)	0.00	
Quote Tax (0.0000%)	0.00	
Labor Tax (0.0000%)	0.00	
Equipment Tax (0.0000%)	0.00	
SubContract Tax (0.0000%)	0.00	
Taxes Total:		0.00
Pre-Overhead and Profit Subtotal:		581.47
Overhead		
Material Overhead (15.00% markup)	11.25	
Quotes Overhead (15.00% markup)	0.00	
Labor Overhead (15.00% markup)	73.53	
Equipment Overhead (15.00% markup)	0.00	
SubContracts Overhead (5.00% markup)	0.00	
DJC Overhead (15.00% markup)	2.44	
Overhead Total:		87.22
Profit		
Material Profit (10.00% markup)	8.62	
Quotes Profit (10.00% markup)	0.00	
Labor Profit (10.00% markup)	56.38	
Equipment Profit (10.00% markup)	0.00	
SubContracts Profit (5.00% markup)	0.00	
DJC Profit (10.00% markup)	1.87	
Profit Total:		66.87
Miscellaneous		
Job Tax (0.00%)	0.00	

Wired AK	600 West 58th Avenue	Phone: 907-562-2444
	Unit J	Web:
	Anchorage, AK 99518	

Bond (0.00%)	0.00	
		0.00
Miscellaneous Total:		
Bid Total:		735.56

Job ID: JOB-2019-0002
Project: 183.1 PAMC Valdez Piping Replacement



CO: CO-0004: 004 Relocate FSD

Takeoff

Vendor: TARGET-DON'T USE					Labor Level: WAK LABOR					7 Jul 2020 9:25:58	
Phase: FIRE ALARM											
Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result		
0.00					RELOCATE FA DEVICES AND RACEWAY						
500272	4.00	EA	M	MISC	LABOR HOURS	0.0000	0.00	1.0000	4.00		
500271	1.00	EA	M	MISC	MATERIAL (ELECTRIC)	75.0000	75.00	0.0000	0.00		
Phase Totals:							75.00		4.00		
Job Totals:							75.00		4.00		

Wired AK	600 West 58th Avenue	Phone: 907-562-2444
	Unit J	Web:
	Anchorage, AK 99518	

PVMC Copper Pipe Repalcement - Construction; Contract Number 1520				
Data Date: 8/3/2020				
DOCUMENT	DESCRIPTION	AMOUNT		
Original Contract		\$ 2,709,436.00		
Change Order #1	Repairs for water leak in C121	\$ 38,896.00		
Change Order #2	Additional Firewall work and Smoke Damper Relocation	\$ 17,581.00		
	Current Contact TOTAL	\$ 2,765,913.00		
			2.08%	% Change



Legislation Text

File #: 20-0430, **Version:** 1

ITEM TITLE:

Procurement Report: Professional Services Agreement with Day Engineering for New Municipal Well in the Amount of \$91,000

SUBMITTED BY: Scott Benda, Senior Project Manager

FISCAL NOTES:

Expenditure Required: \$91,000.00

Unencumbered Balance: \$1,331,006.78

Funding Source: 310-2538-55000

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

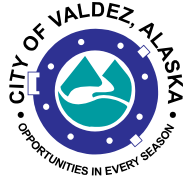
The design PSA will provide all necessary surveying, permitting, plans & specs, bidding assistance, construction administration, sampling & testing and record drawings and closeout for a new municipal well near Hermon Hutchens Elementary School. This well is needed to provide additional water to tank #2 on Meals Hill.

This well has been on the CIP list for three years but on hold while waiting ADEC clearance from the underground fuel spill at the elementary school and district office.

The PSA is for the development of the well. Supporting infrastructure will be another contract in the future based on the outcome of well production/quality.

The period of performance ends August 18, 2022.

This report filed per City Procurement Code 2.80.040.



City of Valdez
Agreement for Professional Services

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Dean Day DBA Day Engineering (“Consultant”) is effective on the ____day of August, 2020.

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

Project: New Municipal Well
Project No: 20-310-2538
Contract No.: 1649
Cost Code: 310-2538-58000

Consultant’s project manager under this agreement is Dean Day.

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

City’s project manager is Scott Benda.

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 720 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.



ARTICLE 4. Subconsultants

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

ARTICLE 5. Insurance

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

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

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

ARTICLE 6. Appendices

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

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

Agreement for Professional Services
Project: New Municipal Well
Project No. 20-310-2538
Contract No. 1649
Cost Code: 310-2538-58000



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

DEAN DAY DBA DAY ENGINEERING

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Mark Detter, City Manager

City Manager

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

Nathan Duval, Capital Facilities Director

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jon S. Wakeland

Date: _____

Agreement for Professional Services
Project: New Municipal Well
Project No. 20-310-2538
Contract No. 1649
Cost Code: 310-2538-58000



Appendix A

Scope of Work

BASIC SERVICES

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

- | | |
|--------------------------------|----------|
| 1. Surveying | \$6,000 |
| 2. Well Permitting | \$16,000 |
| 3. Plans & Specs | \$16,000 |
| 4. Bidding assistance | \$3,000 |
| 5. Construction Administration | \$18,000 |
| 6. Sampling & Testing | \$26,000 |
| 7. Record Drawings/Close out | \$6,000 |

The scope of work is more specifically described in the attached proposal dated July 28, 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 \$91,000 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).



PO BOX 651 • EUREKA, NEVADA 89316 • (775) 293-1743
5 EAST PARK STREET • FALLON, NEVADA 89406 • (775) 423-9090

July 28, 2020

Mr. Scott Benda – Project Manager
City of Valdez Capital Facilities
P.O. Box 307
Valdez, Alaska 99686

RE: Proposed Town water well by the elementary school
SUBJ: Engineering proposal

Per our conversation, we are pleased to offer this proposal to perform engineering services for a new production well near the elementary school site at the intersection of Pioneer and Whalen.

TASK 1 - SURVEYING - \$ 6,000

We will contract with Wrangell Mountain Technical Services to provide the surveying and mapping for this project. The survey will include identification of property corners, property ownership, utility easements, topography of the site, drainages, and existing utilities.

TASK 2 – WELL PERMITTING - \$ 16,000

We will contract with Shannon & Wilson, and work with Alaska Department of Natural Resources (ADNR) for water rights, and ADEC for 18 AAC 80 design/plan reviews, and determination of surface water influence / diesel contamination testing and tactics. During this phase we will layout the well location based on proximity to the diesel contamination at the elementary school, preliminary building location, and utility locations.

TASK 3 – SPECIFICATIONS, BID DOCUMENTS FOR MUNICIPAL WELL DRILLING, TESTING AND CONSTRUCTION - \$ 16,000

We will develop specifications and bid documents in coordination with Shannon & Wilson, to publicly bid the drilling, testing, and construction of a municipal well in accordance with 18 AAC 80. The City of Valdez format of contract and bid documents will be utilized. Specifications will be submitted to the City of Valdez, ADEC, and ADNR for approval before bidding.

TASK 4 – WELL BID ASSISTANCE - \$ 3,000

We will assist the City of Valdez in advertising the well drilling project for bid. A pre-bid meeting will be conducted and any addendums that may be required based on well driller's questions after the pre-bid will be developed. We will also assist in reviewing the bids and making a recommendation for award.

TASK 5 – WELL CONSTRUCTION ADMINISTRATION - \$ 18,000

We will contract with Shannon & Wilson and conduct a pre-construction meeting and assist with the Notice to Proceed. We will provide on-site inspections during drilling, well construction, and well development. We will develop field reports, photographs, review well driller pay estimates, and address field questions.

TASK 6 – WELL SAMPLING & TESTING FOR APPROVAL - \$ 26,000

Pump testing and well sampling. Shannon & Wilson will coordinate with ADEC for groundwater under the influence of surface water issues and plan approval. We will assist in all sampling and water testing required by ADEC to receive ADEC approval to use the new well. This shall include all laboratory fees.

TASK 11 – RECORD DRAWINGS & PROJECT CLOSE-OUT- \$ 6,000

We will develop detailed drilling logs, test pumping results, water test results, and record drawings of the construction.

TOTAL COST FOR PROPOSAL = \$ 91,000

Very Truly yours,

Dean Day, PE
Day Engineering



Appendix C General Conditions

I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

Change: An addition to, or reduction of, or other revision in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

City's Project Manager: City's representative in charge of the project(s) and the consultant's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

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

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

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

Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

Prime Compensation: The dollar amount paid to the Consultant for basic services set forth in this Agreement. Prime compensation does not include payment for any optional or extra services.

Scope of Work: Basic and optional services required of the Consultant by provisions of this Agreement.

Subconsultant: Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.



II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly employed or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

IV. Insurance:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final



payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

V. Payments:

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

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

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

Under no circumstances will City pay for charges in excess of any lump-sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow City to issue formal approval prior to the incurring of excess charges without delay to the work.

On "time and expenses" contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, a copy of which is attached as Appendix D, times a factor of n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to Consultant by Subconsultant employed by consultant for such Subconsultants' services and reimbursable expenses times a factor of 1.05.

The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.



The Consultant shall submit a final invoice and required documentation for services authorized by each Notice to Proceed within Ninety (90) days after final acceptance by the City. The City will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

VI. Changes:

Changes in the Scope of Work or of services may only be made by written amendment signed by both City and Consultant.

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions which conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement (b) final payment upon claims or disputes, and for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

VIII. Inspections:

The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant in the performance of this Agreement.

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) day's written notice if the other party fails substantially to perform in accordance with its terms through no



fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

The City at any time may terminate (convenience termination) or suspend this Agreement for its own needs or convenience. In the event of a convenience termination or suspension for more than three months, the Consultant will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable termination expenses. NO fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Consultant can establish and which would have been compensated for over the life of this Agreement, but because of the convenience termination would have to be absorbed by the Consultant without further compensation.

If state or federal funds support this Agreement, settlement in the event of default or convenience termination must be approved by the City and any appropriate state or federal agency.

X. Officials Not to Benefit:

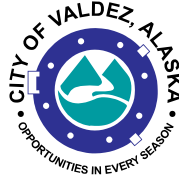
No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any consideration contingent upon or resulting from this Agreement.

XI. Independent Consultant:

Except in those instances specifically provided for herein, the Consultant and any of its agents and employees shall act in an independent capacity and not as agents of the City in the performance of the Agreement.

XII. Ownership of Work Products:

Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this



Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

The City must concur in the selection of all Subconsultants for professional services to be engaged in performance of this Agreement.

As soon as practicable after the award of the contract, the Consultant shall furnish to the City in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City shall promptly notify the Consultant if it has reasonable objection to any of the proposed Subconsultants. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Consultant shall not contract with any Subconsultant to whom the City has made reasonable objection.

If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by amendment.

The Consultant shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

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

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which subcontract amount exceeds \$40,000.

XIV. Claims and Disputes:

If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the consultant shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall within the next fourteen (14) days submit written notice of the facts which may form the basis of the claim.

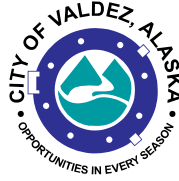
In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days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



an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.



- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XV. Extent of Agreement:

This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant that does not otherwise exist without regard to this Agreement.

This Agreement may be changed only by written amendment executed by both the City and the Consultant.

All communications that affect this Agreement must be made or confirmed in writing.

The Consultant receiving final payment will execute a release, if required, relinquishing in full all claims against the City arising out of or by reason of the services and work products furnished under this Agreement.

The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require payment of such taxes by any Subconsultant or any other persons in the performance of this Agreement.

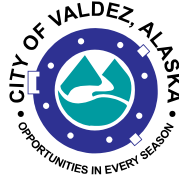
XVI. Governing Laws:

This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

XVII. Minimum Wages:

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

Agreement for Professional Services
Project: New Municipal Well
Project No. 20-310-2538
Contract No. 1649
Cost Code: 310-2538-58000



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: New Municipal Well
Project Number: 310-2538-58000 / Contract Number: 1649

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.



Legislation Text

File #: 20-0427, **Version:** 1

ITEM TITLE:

City Manager's Report 9-15-2020

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and File.

SUMMARY STATEMENT:

The following details my past two weeks' activities:

- Continued process of hiring new executive assistant.
- Continued work on Mayor's COVID-19 Economic Recovery Task Force. Task Force has received input from Alyeska and Seafood Industry (including Commercial Fishing Fleets). The plan in September is to receive input from year-round retail. Task Force will also begin formulating final recommendations for City Council over next month.
- Began budget review of department budgets for 2021 Budget Process with finance department.

The next 3 weeks will include:

- Continue working with Mayor's COVID 19 Economic Recovery Task Force.
- Continue working with Unified Command, pursue discussion on extension of operation period, and finalize agreement for rapid testing with both clinics.
- Continue department budget reviews for 2021 Budget with finance department.
- Attend Hospital Expansion Task Force meeting on September 30th.
- Work with Assistant City Manager and Planning Director on Phase 2 of Comprehensive Plan.
- Hold kick off meeting with A2A on technical issues related to rail feasibility study.

A COVID-19 Update will occur at Tuesday September 15th, 2020 Council meeting.

A project update will occur at Tuesday, September 15th, 2020 Council meeting.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 20-0428, **Version:** 1

ITEM TITLE:

Council Calendars - September & October 2020

SUBMITTED BY: Allie Ferko, MMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Council calendars for September and October 2020 attached for reference.

September

2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 6pm Council Work Session (Annual Permanent Fund Mtg) 7pm City Council Meeting	2	3 6:30pm – School Board	4	5
6	7 Holiday 7pm – Ports & Harbor Commission Meeting	8 6:30pm – PVMC HAC Meeting (@ PVMC) 7pm – Parks & Rec Commission Meeting	9 7pm – Planning & Zoning Meeting	10	11	12
13 6:30 pm – School Board Meeting	14	15 7pm City Council Meeting	16 Noon – Flood Task Force Meeting 7pm – Economic Diversification Commission	17 6:30pm – VMHA Board Meeting (@ Museum)	18	19
20 7pm – Ports & Harbor Commission Meeting	21	22	23 6:30pm – Hospital Expansion Task Force Meeting (@ PVMC) 7pm – Planning & Zoning Meeting	24	25	26
27 6:30 pm – School Board Meeting	28	29 6pm Council Work Session (Planning for Old Fire Station Space)	30			

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

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

Updated 9.11.2020

October

2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 7pm – Ports & Harbor Commission Meeting	6 7pm City Council Meeting	7	8 6pm Council Budget Work Session (Topic: Overview, Revenues, Education, Hospital, Subsidies, Reserves, & Transfers)	9	10
11	12 6:30 pm – School Board Meeting	13 6:30pm – PVMC HAC Meeting (@ PVMC) 7pm – Parks & Rec Commission Meeting	14 7pm – Planning & Zoning Meeting	15 6pm Council Budget Work Session (Topic: Administration Division & Tech Reserve)	16 6:30pm – VMHA Board Meeting (@ Museum)	17
18	19 HOLIDAY 7pm – Ports & Harbor Commission Meeting	20 6pm Council Work Session (City EOP) 7pm City Council Meeting	21 Noon – Flood Task Force Meeting 7pm – Economic Diversification Commission 7pm – Tsunami Presentation	22 6pm Council Budget Work Session (Topic: Facilities, Fleet, and Infrastructure Division & Major Equipment)	23	24
25	26 6:30 pm – School Board Meeting	27 6pm Council Budget Work Session (Topic: Community Service Organizations)	28 6:30pm – Hospital Expansion Task Force Meeting (@ PVMC) 7pm – Planning & Zoning Meeting	29 6pm Council Budget Work Session (Topic: Events, Economic Development, Public Safety Division & Ports and Harbors Division)	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.

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

Note 3: Council Budget Work Session topics are subject to change. Contact the City Finance Department for the most up-to-date information.

Updated 9.02.2020



Legislation Text

File #: 20-0429, **Version:** 1

ITEM TITLE:

City Boards & Commissions Vacancies - September 15, 2020

SUBMITTED BY: Allie Ferko, MMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Current Vacancies

- City Economic Diversification Commission
 - Three vacancies to each serve a full term expiring September 2023*
- PVMC Health Advisory Council
 - Two vacancies to each serve a full term expiring October 2023**
- City Parks & Recreation Commission
 - Two vacancies to each serve a full term expiring October 2023**

Notes

* Partial term vacancies due to normal term expiration, but have been unable to fill since time of vacancy.

** Full term vacancies due to normal term expiration.

How to Apply for Current Vacancies

- To read the current vacancy announcements and learn more about each board and commission, visit www.valdezak.gov/boardsandcommissions <<http://www.valdezak.gov/boardsandcommissions>>.
- Online applications may be submitted through the City's boards and commissions application portal at www.valdezak.gov/boardsandcommissions <<http://www.valdezak.gov/boardsandcommissions>>.

- Paper applications are available at City Hall and can be submitted by email to aferko@valdezak.gov or dropped off at the front desk of City Hall.
- **Deadline for application submissions for current vacancies is September 29th at 5pm for appointment by City Council on October 6th.**

Upcoming Vacancies

- November 2020
 - City Permanent Fund Investment Committee
 - One vacancy to serve a full term expiring November 2023.
 - City Planning & Zoning Commission
 - Two vacancies to each serve full terms expiring November 2023.