



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, August 20, 2019

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 Regular Meeting Minutes of July 2, 2019](#)

Attachments: [DRAFT City Council Regular Meeting Minutes 070219](#)

2. [City Council Regular Meeting Minutes of August 6, 2019](#)

Attachments: [DRAFT City Council Regular Meeting Minutes 080619](#)

V. PUBLIC BUSINESS FROM THE FLOOR

VI. CONSENT AGENDA

1. [Appointments to City Library Board \(Three-Year Term\)](#)

Attachments: [Hinkle Library Board Application 2019](#)
[Benda Library Board Application 2019](#)

VII. UNFINISHED BUSINESS

1. [#19-38 - Authorizing a Lease with the Valdez Community Garden for a .69 Acre Portion of Medical Park Subdivision \(Postponed from September 3, 2019 Regular Meeting\)](#)

Attachments: [Community Garden Resolution](#)
[Community Garden Aerial Photo](#)
[Community Garden Area Map](#)
[Community Garden Articles of Non Profit Incorporation](#)
[Community Garden Land Lease Application](#)
[Community Garden Total Area Site Plan \(.69 acres\)](#)

VIII. NEW BUSINESS

1. [Approval of Purchase Order to Harris Sand & Gravel for 2019 Riprap Supply in the Amount of \\$158,200](#)

Attachments: [Request for Quotes - 2019 Riprap Supply - Contract](#)
[Bid Summary](#)

2. [Discussion Item: 2020 Budget Topic - Employee Cost of Living Adjustment \(COLA\)](#)

Sponsors: City Council
Attachments: [2020 Employee COLA](#)

3. [Approval of Write-Offs of Various City Fees to Be Forwarded to Collections Agency](#)

Sponsors: City Council
Attachments: [Q2 2019 Write-Offs](#)

4. [Approval of City Manager Employment Agreement](#)

Attachments: [Detter Employment Agreement August 2019. JWS and City Council Revisions](#)

IX. RESOLUTIONS

1. [#19-39 - Amending the Valdez Convention and Civic Center Operating Policy by Updating Facility Rates and Fees and Repealing Resolution No. 04-111 Formerly Setting Rates and Fees](#)

Attachments: [#19-39 AMENDING THE VALDEZ CONVENTION AND CIVIC CENTER OPER,](#)
[Current Civic Center Fees \(Excerpt -Pages 45-47 of Valdez Convention and Civ](#)

2. [#19-40 - Setting Rates and Fees for Parks & Recreation Program Registration and Facility Rentals and Repealing Resolution No. 11-64 Formerly Setting Rates and Fees](#)

Attachments: [#19-40 SETTING RATES AND FEES FOR PARKS AND RECREATION PROG](#)
[Current PRCS Fee Schedule](#)

X. REPORTS

1. [Procurement Report: Professional Services Agreement with RSA Engineering for Hermon Hutchens Elementary Waterline Replacement Project in the Amount of \\$38,460 and for Valdez High School Waterline Replacement Project in the Amount of \\$35,426](#)

Attachments: [PSA- HHES waterline replacement](#)
 [PSA-VHS waterline replacement](#)

2. [June / July 2019 New Boat Harbor Report](#)

Attachments: [VNBH June July 19 Report](#)

3. [PRCS Quarterly Newsletter & Pool Update](#)

Attachments: [Quarterly Newsletter Q2 2019](#)
 [Newsletter & Pool Project Update](#)

4. [Valdez Police Department 2019 Mid-Year Report](#)

Attachments: [Valdez Police Department 2019 Mid-Year Report](#)

5. [Treasury Report - June, 2019](#)

Sponsors: City Council

Attachments: [2019-06 TREASURY](#)

6. [Quarterly Financial Statements - June 30, 2019](#)

Sponsors: City Council

Attachments: [2019-06-30 Quarterly Summary](#)

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

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

XII. COUNCIL BUSINESS FROM THE FLOOR

XIII. ADJOURNMENT

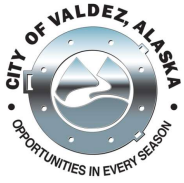
XIV. APPENDIX

1. [Letter Regarding ISO Public Protection Classification Program](#)

Attachments: [ISO Public Protection Classification Letter dtd 072419](#)

2. [Council Calendars - August & September 2019](#)

Attachments: [Council Calendar - August 2019](#)
 [Council Calendar - September 2019](#)



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 19-0291, **Version:** 1

ITEM TITLE:

City Council Regular Meeting Minutes of July 2, 2019

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

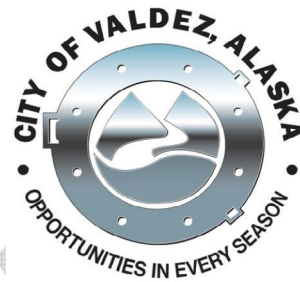
Receive and file

SUMMARY STATEMENT:

City Council regular meeting minutes of July 2, 2019 attached for Council review.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, July 2, 2019

7:00 PM

Regular Meeting

Council Chambers

City Council

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

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

II. PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

Present: 5 - Mayor Jeremy O'Neil
Council Member Ron Ruff
Council Member Christopher Moulton
Council Member Dennis Fleming
Council Member Alan Sorum

Excused: 2 - Council Member Sharon Scheidt
Council Member Darren Reese

Also Present: 4 - Interim City Manager Roxanne Murphy
City Clerk Sheri Pierce
Deputy City Clerk Allie Ferko
City Attorney Jake Staser

IV. APPROVAL OF MINUTES

1. **City Council Regular Meeting Minutes of June 4, 2019**

2. **City Council Regular Meeting Minutes of June 18, 2019**

There being no revisions, the City Council regular meeting minutes of June 4, 2019 and June 18, 2019 stand as presented.

IV. PUBLIC BUSINESS FROM THE FLOOR

Ms. Patty Relay, Valdez Museum and Historical Archive Executive Director provided a brief verbal presentation regarding upcoming museum exhibits, operations, programming, staffing, and financials. She also outlined the museum's interactions with recent cruise ship visitors.

VI. CONSENT AGENDA

1. **Approval to Go into Executive Session RE: 1. Update on the Pacific Pile and Marine Claims, 2. Status of Kimley Horn's Comprehensive Plan Contract, and 3. City Manager Applications**

2. **Appointment to City Economic Diversification Commission (One-year, Two-month Term)**

3. **Appointments to the City Ports & Harbors Commission (Three-year Terms)**

- ~~4. Approval of Beautification Task Force Recommendation to Award 2019 Beautification 50/50 Matching Grants in the Amount of \$86,672.93 (MOVED TO NEW BUSINESS #8)~~

4. **Approval of Conversion from Standard Marijuana Cultivation Facility License to Limited Marijuana Cultivation Facility License - Alaska Greenery (MOVED FROM NEW BUSINESS #3)**

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

VOTE ON THE MOTION:

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

Excused: 2 - Council Member Scheidt and Council Member Reese

VII. NEW BUSINESS

1. **Discussion Item: Child Day Care (Requested by Mayor O'Neil)**

City Council took a ten-minute recess.

Mayor O'Neil provided a brief explanation of why he requested this agenda item. He explained his intention was to revisit the community childcare conversation started in December 2018, as well as address a recent written request by Stepping Stone Learning Center to lease the Valdez Recreation Center owned by the City.

Mayor O'Neil provided an overview of information he had personally researched regarding other municipalities' efforts around community childcare. Ideas from other municipalities included identification of public facilities which could be used for childcare, establishing a loan fund for childcare start-ups, direct funding for existing childcare facilities, and adopting a Best Starts model with funding. He provided data regarding childcare facilities and recreation facilities in other communities based upon his research. He expressed concerns with attracting and retaining a professional local workforce without appropriate childcare services in town.

Ms. Kristina Roche, local resident and employee of Stepping Stones Learning Center explained her background and the history of local daycare providers in Valdez. She explained the repercussions of lack of childcare on the community and stated Stepping Stones' current facility is unable to meet current childcare needs due to space. Stepping Stones can only accommodate 35 children, compared to 120 children accommodated in the former Royal Center location. She additionally outlined the basic state licensing requirements for childcare facilities and explained Stepping Stones is the only local provider to serve children in the foster care system. She stated Stepping Stones Learning Center is a non-profit organization looking to temporarily lease the Valdez Recreation Center. She explained it was not her organization's goal to impact the Recreation Center's operations and that much of the programming in the Center could be

temporarily relocated. She also explained the non-profit would also happily consider other appropriate facility locations.

Council Member Ruff asked for a work session to be scheduled to discuss childcare concerns and develop solutions. Mayor O'Neil agreed, but stated he wanted to continue with public comment so those who came to the meeting to speak had a chance to speak.

Ms. Sara Ellis-Sanborn, local resident and a parent of two Stepping Stones' students, expressed her support for allowing Stepping Stones to temporarily lease the Valdez Recreation Center. She explained why she believed the Valdez Consortium Library, Valdez Civic Center, and local school buildings could not meet childcare facility licensing requirements. She encouraged innovative thinking to reach a resolution to meet all programming needs.

Council Member Moulton asked, if the discussion regarding Stepping Stones leasing the Recreation Center continued into a work session, he would like to know a few additional facts including the terms of the proposed lease, requirements for occupancy changes, renovation costs, and timeline for the overall process. Council Member Sorum stated the Hospital Expansion Task Force identified childcare as a need and consideration for hospital campus expansion. He encouraged other stakeholders be included in the childcare discussion.

Mayor O'Neil described his tour of the current Stepping Stones facility. He asked for more information on the licensing process in emergent situations. Ms. Roche explained she spoke with state of Alaska fire marshal who told her it would likely be a ten to twelve week process for the fire marshal review. That review had to occur prior to beginning the licensing process for a different facility.

Mr. Nicholas Farline, city parks, recreation, and cultural services director, stated he appreciated both the community's passion regarding childcare and their support of the Recreation Center and its programming. He stated his department is more than willing to be a partner in working through the process. He explained his department has begun to look into the substantial modification requirements which would be needed if the Recreation Center was to be used as a licensed childcare facility. He has been in direct contact with childcare licensing representatives from the state of Alaska to learn more about specific requirements. Mayor O'Neil expressed his appreciation for the hard work of the Recreation Center staff to increase its number of users and improve the quality of offered programming.

Ms. Natalie Lawrence, local resident and Stepping Stones board member, expressed her appreciation for the City Council and City of Valdez for helping their company in the past. She also encouraged other members of the community to step up and join their non-profit board of directors.

Council Member Moulton asked for relevant community stakeholders to attend the Council work session to better inform the conversation. Ms. Murphy stated she believed work should be done to move forward with building a childcare facility in the long term regardless of the outcome. She volunteered to help facilitate conversations with other interested community stakeholders about financing and potential public-private partnership opportunities.

Council Member Moulton asked for a specific focus for the work session. Council Member Sorum stated the work session should be focused on a collaborative short term solution. He stated a long term solution would be easier as many employers in town have a vested interest in childcare solutions for their employees and would more than likely be involved in the process. Council Member Ruff expressed his support with focusing the work session on a short term solution. Council Member Fleming asked for a definition of "short term". Mayor O'Neil stated he believed short term would be the length of time needed to build a long term facility. Council Member Moulton asked Mr. Farline to provide at the work session the Recreation Center's strategic plan moving forward if their facility was repurposed.

Mr. JJ Kinstrey, local resident and Parks & Recreation Commission Member, expressed his frustration the topic was not first brought to the Parks & Recreation Commission for vetting prior to be presenting to City Council. He stated the Commission needed to discuss the topic, relevant data, and programming impacts prior to the Council work session as the Recreation Center falls within their purview.

Mr. Joe Prax encouraged City Council to have all the interested and affected stakeholders present at the work session to discuss solutions before dismissing possible options.

Mr. Tom Sanborn, local resident, encouraged City Council to consider risk versus benefit when making decisions regarding community childcare needs. He expressed his support of utilizing the Recreation Center to solve short term childcare needs.

Ms. Amy Gould, local resident and chair of the Parks & Recreation Commission, clarified the name of the facility is the Ike "Woody" Woodman Recreation Center. She stated residents calling the facility by the wrong name is a minor frustration, but also an indicator that people involved in the discussion about using the facility for childcare or saying it would be easy to move recreation programming have not really done proper research into the facts. She cautioned against assuming.

Mr. Henry Martinez, local teen, stated he just moved to Valdez and explained he made many friends his very first day visiting the Recreation Center. He stated the Recreation Center is a safe place to have fun with friends and family, but was willing to give up the facility in the short term for the younger kids.

2. Appointment to City Planning & Zoning Commission (One-year, Five-month Term)

City Council selected Mr. Steven Goudreau by paper ballot to fill the vacancy.

MOTION: Council Member Sorum moved, seconded by Council Member Moulton to appoint Steven Goudreau to the City Planning & Zoning Commission for a one-year, five-month term. The motion carried by the following vote.

VOTE ON THE MOTION:

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

Excused: 2 - Council Member Scheidt and Council Member Reese

- ~~3. Approval of Conversion from Standard Marijuana Cultivation Facility License to Limited Marijuana Cultivation Facility License – Alaska Greenery~~
(MOVED TO CONSENT AGENDA #4)

4. Approval of Change Order #5 to Orion Construction, Inc., for the Valdez Swimming Pool Renovation Project in the Amount of \$187,367.46

MOTION: Council Member Moulton moved, seconded by Council Member Fleming to approve change order #6 to Orion Construction, Inc. for the Valdez Swimming Pool renovation project in the amount of \$187,367.46. The motion carried by the following vote after the following discussion occurred.

Council Member Moulton asked if there would be any operational or policy changes moving forward to prevent issues moving forward. Mr. Nate Duval, city capital facilities director, stated there would be additional training provided to staff on operation of the pool facility systems.

VOTE ON THE MOTION:

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

Excused: 2 - Council Member Scheidt and Council Member Reese

5. Approval of FY 2019/2020 Community Jail Contract with State of Alaska

MOTION: Council Member Moulton moved, seconded by Council Member Ruff to approve FY 2019/2020 community jail contract with the state of Alaska. The motion carried by the following vote.

VOTE ON THE MOTION:

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

Excused: 2 - Council Member Scheidt and Council Member Reese

6. Approval of a Contract Award to Harris Sand & Gravel, Inc., for Pavement Maintenance in the Amount of \$741,910

MOTION: Council Member Moulton moved, seconded by Council Member Ruff to approve contract award to Harris Sand & Gravel, Inc. for pavement maintenance in the amount of \$741,970. The motion carried by the following vote after the following discussion occurred.

Council Member Moulton clarified this project accomplishes the pavement maintenance for this year previously discussed by City Council, with planning already underway for subsequent years. Mr. Duval clarified this as correct, although some necessary deteriorating sections of asphalt may be temporarily fixed this year and then need to be replaced with a permanent fix next year. He

stated his department intends to send out post office box mailers to affected residents.

VOTE ON THE MOTION:

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

Excused: 2 - Council Member Scheidt and Council Member Reese

7. Approval of the City's Property and Casualty Insurance Renewal

MOTION: Council Member Moulton moved, seconded by Council Member Fleming to approve the City's property and casualty insurance renewal. The motion carried by the following vote after the following discussion occurred. Council Member Sorum asked if the city has filed any claims since AML/JIA took over property and casualty insurance services. Mr. Brian Carlson, city finance director, stated there have been three large claims filed – the 2018 ransomware incident, the boat lift incident, and water damage at the school district office.

Council Member Sorum asked if AML/JIA provided good service to the city. Mr. Carlson explained all three claims were pending, but he was pleased with their service thus far. Mr. Carlson and the city's insurance broker, Mr. David Hale, briefly outlined basic changes and overall trends, both locally and nationally, regarding this renewal. Mr. Carlson explained an AML/JIA agent recently visited Valdez and all the city's facilities. The agent provided feedback on areas of risk and potential options for mitigation efforts.

VOTE ON THE MOTION:

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

Excused: 2 - Council Member Scheidt and Council Member Reese

8. Approval of Beautification Task Force Recommendation to Award 2019 Beautification 50/50 Matching Grants in the Amount of \$86,672.93 (MOVED FROM CONSENT AGENDA)

MOTION: Council Member Moulton moved, seconded by Council Member Fleming to approve Beautification Task Force recommendation to award 2019 Beautification 50/50 matching grants in the amount of \$86,672.93. The motion carried by the following vote after the following discussion occurred.

Council Member Moulton asked if more weight could be given in scoring grant projects in the future for locally sourced labor and materials. Ms. Kathy Neilson, representative from the Beautification Task Force, stated those criteria could

certainly be added to the application and scoring model for the 2020 program.

VOTE ON THE MOTION:

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

Excused: 2 - Council Member Scheidt and Council Member Reese

VIII. ORDINANCES

1. #19-04 - Amending Title 6, Chapters 6.04 and 6.08 of the Valdez Municipal Code Related to Animals. First Reading. Public Hearing.

MOTION: Council Member Moulton moved, seconded by Council Member Sorum to approve Ordinance #19-04. First reading, Public hearing. The motion carried by the following vote.

VOTE ON THE MOTION:

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

Excused: 2 - Council Member Scheidt and Council Member Reese

2. #19-05 - Amending Title 10, Chapter 10.04 of the Valdez Municipal Code Related to Traffic Code. First Reading. Public Hearing.

MOTION: Council Member Moulton moved, seconded by Council Member Ruff to approve Ordinance #19-05. First reading, Public hearing. The motion carried by the following vote.

VOTE ON THE MOTION:

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

Excused: 2 - Council Member Scheidt and Council Member Reese

IX. RESOLUTIONS

1. #19-31 - Establishing Fees for Solid Waste Service and Repealing Resolution No.16-09 Formerly Setting Fees

MOTION: Council Member Moulton moved, seconded by Council Member Ruff to approve Resolution #19-31. First reading, Public hearing. The motion carried by the following vote after the following discussion occurred.

Ms. Pierce explained requests come before Council from time to time asking to waive certain fees. The reason for bringing the resolution forward in this manner is to provide a mechanism for the city manager to waive certain fees in conjunction with the nuisance abatement program.

Council Member Moulton asked if there is a process to prevent abuse of fee waivers. Chief of Police Bart Hinkle explained abuse can be prevented administratively through the documented voluntary compliance agreement. Further, only certain materials are authorized to be disposed of from residential properties under the agreement. He explained the intent is to offer a three-day, one free dump of eligible materials to help abatement efforts. The waiver would be in addition to the standard free 10-yards of materials allowed to all residents.

Council Member Moulton asked if a neighbor could dispose of their materials under someone else's voluntary compliance agreement. Chief Hinkle reminded the public the code enforcement officer will have an information booth at the 4th of July at which they will be raffling free use of a dumpster for residential property clean-up.

VOTE ON THE MOTION:

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

Excused: 2 - Council Member Scheidt and Council Member Reese

X. REPORTS

1. **May 2019 New Boat Harbor Report**
2. **Lowe River Levee Certification Update Report**
3. **Monthly Treasury Report - April, 2019**

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

1. City Manager Report

Ms. Murphy introduced Ms. Rhea Cragun, the City's new human resources director. She also provided an invite to residents and visitors to attend the City's upcoming 4th of July festival. She provided a brief overview of festival events.

She reminded the community about the prohibition on sale and use of fireworks due to high fire danger.

She explained the state of Alaska DMV office in Valdez will reopen July 15th.

She thanked everyone who coordinated and participated in the recent new boat harbor grand opening and town hall events.

She thanked city departments actively working on flood mitigation activities. She explained the city emergency management team is working to put together a request for proposals to update the emergency operations plan and will bring an update to Council at the next regular meeting.

She explained she previously mentioned bringing a group of individuals together to discuss housing options. She explained she has decided to hold off on the idea as the community learns more about the impacts of the state budget cuts

and governor's vetoes.

She announced city facilities are now 100% on dark fiber and the new City website is live.

Council Member Moulton thanked Ms. Murphy for her weekly email updates to Council.

2. City Clerk Report

Ms. Pierce provided an overview of the community town hall held on January 29th regarding local impacts of the state budget cuts. She explained almost 200 people attended the event in person and 368 people have viewed the livestream recording thus far. She reviewed the list of panelists – Mayor O'Neil, City Finance Director Brian Carlson, City Attorney Robin Brena, Valdez Fisheries Development Association Executive Director Mike Wells, PWSC Director Dan O'Connor, Valdez City Schools Superintendent Shawn Arnold, PVMC Finance Director Lindsie King, and Connecting Ties Executive Director Robin James. State Representative George Rauscher was present at the event and provided comments. Many community members asked questions and provided testimony. Ms. Pierce thanked those who participated and helped facilitate the event, including the eight panelists, Jen James and the Civic Center staff, Seed Media for livestreaming and videography services, Serendipity Supper Club for catering, emcee Dawson Moore, and Grace Jang/Allie Ferko for logistics and coordination. Ms. Pierce provided the website address for those members of the public wishing to view the livestream recording.

She provided an overview of upcoming vacancies on City boards and commissions and how interested citizens could apply.

Ms. Pierce reminded Council about upcoming work sessions.

3. City Attorney Report

Mr. Staser echoed Ms. Pierce's praise of the community town hall event. He also praised the new boat harbor opening ceremony event.

Mr. Staser provided updates on projects and cases his firm is working on behalf of the City, including the Meals Hill purchase, the Barton case, the C-Plan adjudication, and drafting a formal response to the FERC DEIS.

4. City Mayor Report

Mayor O'Neil encouraged community members to reach out and write to their legislators and get actively engaged in the state legislative process. He thanked Ms. Gloria Day for her profound and inspiring video message to attend the town hall meeting.

XII. COUNCIL BUSINESS FROM THE FLOOR

Several Council members wished the community a safe and happy 4th of July.

Council Member Sorum stated the panelists for the community town hall did an excellent job. He was quite surprised how many people showed up and were engaged

on a Saturday morning. He explained it was a good start to get the community moving down the right path.

Council Member Sorum also expressed his appreciation for the hard work of city staff on the new boat harbor opening event, which also had an excellent turnout, good food, and great weather.

Council Member Fleming provided an update on the activities on the Mayor's Flood Mitigation Task Force. Once the maintenance plans are in place for Mineral Creek and Valdez Glacier Stream, those will sunset from the task force agenda. The task force would continue to work on mitigation efforts for the Lowe River. He thanked Mr. Duval for providing a tour of all the local dikes.

Council Member Fleming expressed his appreciation for the water spraying the City public works crew has been doing the recent hot weather to keep the dust down around town.

Council Member Moulton stated task forces should be short term or specific task based and sunset after its tasks conclude or its goals are achieved. If a task force, like the Beautification Task Force, becomes more long term, the Council should consider evolving it into a City commission with specific term lengths and rotating appointments.

Council Member Moulton discussed the benefits of Prince William Sound College and the impacts of the governor's vetoes on their programming.

Council Member Moulton discussed recent and upcoming fire department related events and responses. He encouraged community members to be fire safe with the recent hot weather.

XIII. EXECUTIVE SESSION

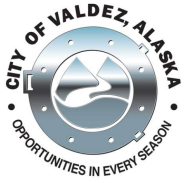
City Council transitioned into executive session at 9:12 p.m.

XIV. RETURN FROM EXECUTIVE SESSION

City Council transitioned out of executive session at 10:44 p.m.

XV. ADJOURNMENT

There being no further business, Mayor O'Neil adjourned the meeting at 10:45 p.m.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 19-0337, **Version:** 1

ITEM TITLE:

City Council Regular Meeting Minutes of August 6, 2019

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

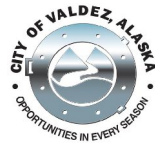
Receive and file

SUMMARY STATEMENT:

City Council regular meeting minutes of August 6, 2019 attached for Council review.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, August 6, 2019

7:00 PM

Regular Meeting

Council Chambers

City Council

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

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

II. PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

Present: 7 - Mayor Jeremy O'Neil
Council Member Ron Ruff
Council Member Christopher Moulton
Council Member Sharon Scheidt
Council Member Darren Reese
Council Member Dennis Fleming
Council Member Alan Sorum

Also Present: 5 - Assistant City Manager Roxanne Murphy
City Clerk Sheri Pierce
Deputy City Clerk Allie Ferko
Records Manager Shelley McMillen
City Attorney Jake Staser
City Attorney Robin Brena

IV. APPROVAL OF MINUTES**1. City Council Regular Meeting Minutes of July 16, 2019**

The regular meeting minutes of July 16, 2019 were approved as presented.

V. PUBLIC BUSINESS FROM THE FLOOR

Ms. Patty Relay, executive director of the Valdez Museum and Historical Archive provided an update on planning for the new museum, including community outreach efforts and online surveys. She stated Civic Center hill appears to be the favorite location of the options presented to the community. She stated she would like to schedule a work session with the Council in the near future to discuss next steps, including new museum design and fundraising the museum's 50% match for the project.

Ms. Rhonda Wade, Valdez resident and City commissioner, stated she has recently been going through the City budget. She explained she has also done research on neighboring coastal communities and although Valdez may be different than those communities, the data is interesting. She provided comparison budget data for the following categories: population, population growth, number of municipal employees, payroll growth, home construction numbers, operational budget growth, and revenues. She expressed her concerns with the growth of city payroll and expenditures, when revenues were decreasing. She stated she would like to see Valdez citizens providing direction for the future of Valdez into the future. Mayor O'Neil reminded Ms. Wade of the five minute limit for public testimony during public business from the floor and asked her to conclude her remarks.

Ms. Dina Lee, Valdez resident, expressed concerns with being told she was wrong about her interpretation of statements by the state of Alaska Alcohol and Marijuana Control Board. She also stated she did not appreciate her business being discussed by the Beautification Task Force. She expressed concerns with being billed for city water and not being able to locate the deeds to her property.

Mr. Jess Dixon, Valdez resident, stated he just purchased property in town. As he cleans the property, he continues to find more and more issues and requested assistance with baler fees to dispose of the junk on the property. Council asked Mr. Dixon to coordinate his request with the interim city manager.

VI. CONSENT AGENDA

- 1. Approval of the 2019-2020 Renewal of the Certificate of Public Convenience and Necessity for Valdez Yellow Cab**
- 2. Approval To Go Into Executive Session:**
 - 1. Potential Property Acquisition**
 - 2. Municipal Oil and Gas Ad Valorem Tax Legal Strategy**
 - 3. Confidential Personnel Matters**
 - 4. Spill Response Contingency Plan Legal Strategy**
 - 5. Pending Active Litigation Strategy**

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

VOTE ON THE MOTION:

Yays: 7 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

VII. UNFINISHED BUSINESS

- 1. Approval of Contract with Roger Hickel Contracting, Inc., for Kelsey Dock Phase II in the amount of \$6,477,829. POSTPONED FROM JULY 16, 2019.**

MOTION ALREADY ON THE FLOOR.

MOTION TO AMEND: Council Member Reese moved, seconded by Council Member Sorum to amend contract with Roger Hickel Contracting, Inc. for Kelsey Dock Phase II by reducing the amount of the contract to no more than \$2,161,000 and limiting the scope to Option A and Option B3 minus the mural.

VOTE ON THE MOTION TO AMEND:

Yays: 7 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

VOTE ON THE MAIN MOTION AS AMENDED:

Yays: 7 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

2. #19-34 - Amending the 2019 City Budget by Transferring \$275,000 of Unencumbered Project Funds from the Kelsey Dock Parks Storage Project to the Kelsey Dock Yellow Building Project (POSTPONED FROM JULY 16, 2019 REGULAR MEETING)

MOTION ALREADY ON THE FLOOR.

Ms. Pierce recommended the Council vote nay on the agenda item and explained this resolution is no longer necessary as the contract amount was reduced.

VOTE ON THE MOTION (FAILED):

Nays: 7 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

VIII. NEW BUSINESS

1. Appointment to City Ports & Harbors Commission (Three-year Term)

MOTION: Council Member Moulton moved, seconded by Council Member Reese to appoint Alan Steed to a three-year term on the City Ports & Harbors Commission. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 7 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

2. Discussion Item: Federal Lobbyist Report - Stratton Edwards (Capitol Hill Consulting)

Mr. Stratton Edwards provided a brief update on his firm's federal lobbying activities on behalf of the City. He expressed appreciation for the improved level of engagement at the city manager level over the past four months following the appointment of Ms. Murphy as interim city manager. Mr. Edwards explained he has had recent discussions with Ms. Murphy regarding several areas of federal lobbying interest, including water and wastewater infrastructure needs, secure

rural schools funding, NOAA nautical weather buoy funding, waterways management, and opportunities to apply for federal grant funding.

Mayor O'Neil stated he appreciated Mr. Edwards's request for additional guidance and asked to revisit the City's formal federal lobbying priorities in the near future.

Mayor O'Neil asked Mr. Edwards if he had knowledge of the recent FERC DEIS. Mr. Edwards replied he was unaware of the issue. He explained his firm had repeatedly attempted to coordinate with the former city manager on various topics, but received no response. Mayor O'Neil expressed his frustration with Capitol Hill Consulting not being made aware of the FERC DEIS and asked that moving forward the firm coordinate with the city and city legal on the topic.

Council had a brief discussion regarding how to improve communications with Capitol Hill Consulting. Mr. Edwards explained with other clients there are usually weekly or monthly calls with the city manager. Council asked to continue setting annual legislative priorities during a work session with Mr. Edwards. Council also asked for quarterly discussion items to check in with Mr. Stratton in addition to his routine collaboration with the city manager.

3. Approval of Contract with CentralSquare Technologies (TriTech Software Systems) for 911 Phone System Refresh in the Amount of \$184,360.72

MOTION: Council Member Fleming moved, seconded by Council Member Scheidt to approve contract with CentralSquare Technologies (TriTech Software Systems) for 911 phone system refresh in the amount of \$184,360.72. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 7 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

4. Approval to Solicit Contract for Construction of Fire Station 1 Project in an Amount Not to Exceed \$16,000,000

MOTION: Council Member Moulton moved, seconded by Council Member Fleming, to approve solicitation of contract for construction of Fire Station 1 Project in an amount not to exceed \$16,000,000. The motion carried by the following vote after the following discussion occurred.

Council Member Moulton stated replacement of Station One has been a Council priority for years. He explained the design, location, and cost before Council

reflect decisions made through multiple Council votes and lengthy discussion. Despite the outcome of the bond proposition, the station was reaffirmed as a priority during the last Council work session. He stated he does not take the vote lightly, but feels it is the best option for the community.

Council Member Reese explained the vote for the bond was an option to help retain funding locally. He stated the original design for the fire station was elaborate and the constraint demonstrated in the current design is good for the design. He stated the failure of the bond proposition gave some indication of the support for the project at that time.

Mayor O'Neil stated he has consistently supported the project from the start of his tenure on Council. He stated current working and sleeping conditions and issues with equal opportunities for different genders at the station do not meet fire service standards. He explained failure of the bond measure does not constitute a mandate to cease moving ahead with the fire station project. He stated the community elects Council representatives to do the work for them in researching issues and making well educated decisions on their behalf. He explained the state of Alaska Constitution provides for elected bodies appropriating monies for governmental programs and services. Mayor O'Neil stated at the top of services a local government should provide and invest in are public safety services.

Ms. Scheidt stated she has done her best to educate herself about the projects and the needs for the fire station. She stated she has also done her best to gather input from the community. There are many people who agree and many people who disagree with this specific project, but the majority agree there is a need for a new fire station. She explained many people support the project overall, but disagree with specific aspects of the current design or location. She added the people who disagree are also not able to agree on an alternative. She stated she believes due diligence was done in vetting and designing the project.

Council Member Reese asked for clarification about the construction timeline if the project is approved. Mr. Duval stated the intent would be to solicit a firm to complete the design. There is sufficient time between now and late spring 2020 to commence construction. He stated there are some timelines which are undefined at this time – including fire marshal review. He anticipated construction would be well on its way in 2020. Every month in delay starting the process adds approximately one month on the end of the project.

Ms. Kathy Nielson, Valdez resident, expressed there was not enough public involvement and input in the decision making process and that is why many in the community are uncomfortable with the project. She also stated many people in the community did not realize the project would proceed in the event of a "no" vote on the bond question. She encouraged Council to consider improving the public involvement process in the future.

Ms. Gail Johnson, Valdez resident, stated she did not believe there was enough information presented to move forward on the project or make solid decisions. She encouraged Council to consider following the will of the people.

Mayor O'Neil stated the proposition presented to voters in the May election was to determine the funding mechanism for the project. Bonding would allow the local retention of property tax revenue stream. The ballot measure was not an

advisory vote about the project itself. He stated the people elected the Council to act as their representatives and make appropriation and project scope decisions.

Mr. Keith Thomas, Valdez resident, asked about the plans for the old fire station. Mayor O'Neil stated there are current storage needs. There are also opportunities to bring departments in from outlying buildings. Mr. Thomas asked if the cost of the project include purchase of the property. Mayor O'Neil explained the location is already owned by the City and shovel ready for the project. Mr. Thomas asked what would be done in the event of cost overruns. Mayor O'Neil stated there is a built in contingency in the overall project cost. Mr. Duval explained the \$16,000,000 includes the construction, site work, and contingency funding. The intent would be not to the maximum. Mr. Thomas asked how the construction would be solicited. Mayor O'Neil explained municipal code directs procurement methods. Mr. Duval added the solicitation would go out statewide in addition to distribution through the Builders Exchange of Washington which covers the west coast.

Ms. Rhonda Wade, Valdez resident, stated the Council is elected to be the voice of the people instead of the voice to the people. She stated she would rather see the money spent on a fire station than other projects the City spends money on. She explained her concerns are primarily with the Council not following how the people voted. She stated that to go against the will of the people invalidates their vote and their willingness to get involved and vote in the first place.

Ms. Pamela Verfaillie, Valdez resident, stated she has had challenges reaching out to Council by email. Ms. Verfaillie explained she believes everyone in the Valdez community supports our local firefighters. She explained voting no on the proposition did not mean voting against the firefighters or their safety. She stated the problems being discussed should have been addressed long before now if they were such serious issues. Ms. Verfaillie stated she was not under the impression when she went to the polls on Election Day that she was voting on just the funding mechanism and did not believe the project would move forward if the proposition failed. She stated Council is elected to be the citizens' representatives and should follow the majority consensus. She recommended the Council wait until the new city manager was onboard, find alternative ways to communicate and educate the people, and figure out a way to follow the vote of the people.

Mr. Rik Neilson, Valdez resident, stated he appreciated all the hard work of the Council. He stated there was a strong campaign in support of the bond measure and almost no campaign against. He explained everyone in town supports our local firefighters, support revamping the old station, or doing something to provide our first responders with the equipment they need and a safe place to work. He stated the topic has become really emotional and hotly debated on social media. He stated he does not want Council to lose the trust of the people, but will respect whatever decision is made.

Mr. Peter Marsh, Valdez resident, asked for the percentage of registered voters in the election. Mayor O'Neil stated the voter turnout was 29% during the May 2019 election. He stated the turn-out was pretty low and so the outcome is not necessarily representative of the entire community nor a mandate. He stated many people voted against the bond issue as they thought it would cause property taxes to increase. He explained fire stations are critical infrastructure which should be invested in to run a modern community and appropriately

respond in emergencies. He stated taking care of public safety should be the top concern for leadership.

Mr. Rick Wade, Valdez resident, stated he supports a new fire station, but this is not the right project and there was not enough public input in the process. He stated that long term residents feel betrayed the project is moving forward after the outcome of the May election.

Council Member Sorum stated he is frustrated with how the project has unfolded. There are many other issues which need to be addressed, including housing and childcare. He stated he was genuinely surprised the proposition did not pass overall. He explained there is an ongoing problem with figuring out how to get the entire community interested, educated, and engaged in the local government process. He stated he would like to know why people voted against the bond proposition so those concerns could be appropriately addressed and fences could be mended. He stated the interim city manager had expressed she would take the lead on public outreach to determine those concerns.

Council Member Sorum stated he would like regular updates provided to both Council and the public to keep everyone updated on the fire station project. He explained Arcadis did a good job with reports on the new harbor project and he would like to see something similar with the fire station project. He stated he would also like to see excess City land developed for housing. He stated he hopes the old fire station is used for storage, and the City demolishes the storage building on Hanagita and sells that land for private housing.

VOTE ON THE MOTION:

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

Nays: 2 - Council Member Ruff and Council Member Reese

Council took an approximate ten minute recess.

5. Adopt 2020 Budget Policy Statement

MOTION: Council Member Moulton moved, seconded by Council Member Fleming to adopt 2020 Budget Policy Statement. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 7 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

6. Approval of CMGC Contract with Cornerstone General Contractors, Inc. for the Providence Valdez Medical Center Copper Pipe Replacement project in the amount of \$2,714,975.

Council held a brief discussion regarding Mayor O'Neil's need to rescue himself from items involving Providence Valdez Medical Center. Mayor O'Neil is

employed as the administrator for PVMC. Council consensus was that the Mayor had no direct financial conflict of interest for this agenda item and could participate in the discussion and vote. Both the city clerk and city attorney agreed the Mayor had no direct financial conflict of interest in this case.

MOTION: Council Member Ruff moved, seconded by Council Member Moulton to approve CMGC contract with Cornerstone General Contractors, Inc. for the Providence Valdez Medical Center copper pipe replacement project in the amount of \$2,714,975. The motion carried by the following vote after the following discussion occurred.

Council Member Fleming asked how the project would affect operations of the hospital. Mr. Nate Duval, city capital facilities director, explained there is likely a significant impact. However, in an effort to mitigate the impact, the project is broken into phases, demo will be reduced in scope from full walls to partial walls, and work in certain areas of the hospital will be scheduled for nights and weekends. A fair amount of piping will also be drained, isolated, and left in place to reduce impacts. The overall hospital, including the emergency room, will continue to function and serve patients. Mr. Duval stated the city now has the hospital as-builts and Architects Alaska will update the plans as part of the project.

Council Member Moulton asked if any cause had been identified which could be prevented in the future. Mr. Duval explained the problem has not been one hundred percent identified. He stated around the time the hospital was built there was a large construction boom nationwide and materials were made at a lower quality. He stated Valdez homes and facilities also tend to experience less problems with pipes leaking when plastic is used instead of copper.

VOTE ON THE MOTION:

Yays: 7 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

7. Approval of Professional Services Agreement with Architects Alaska, Inc. for the Hospital and Clinic Copper Piping Replacement - Construction Administration Services in the Amount of \$111,860

Council held a brief discussion regarding Mayor O'Neil's need to rescue himself from items involving Providence Valdez Medical Center. Council consensus was that the Mayor had no direct financial conflict of interest for this agenda item and could participate in the discussion and vote. Both the city clerk and city attorney agreed the Mayor had no direct financial conflict of interest in this case.

MOTION: Council Member Moulton moved, seconded by Council Member Ruff to approve professional services agreement with Architects Alaska, Inc. for the hospital and clinic copper piping project - construction administration services in the amount of \$111,860. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 7 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

8. Approval of Permanent Fund Investment with QMA Small Cap Core Equity Fund for \$5.09 Million

MOTION: Council Member Moulton moved, seconded by Council Member Fleming to approve Permanent Fund Investment with QMA Small Cap Equity Fund for \$5.09 million. The motion carried by the following vote after the following discussion occurred.

Council Member Moulton asked for clarification on the process for liquidation of different investment funds and changes to investment managers. He stated the fund had already been liquidated by the City Finance Department following consensus by the City Permanent Fund Committee. He asked if the fund had already been liquidated and this agenda item failed, what would be the outcome. Mr. Brian Carlson, city finance director, explained the City would maintain a cash money market position until the City Permanent Fund Committee reconvened and decided on a new direction. Council Member Moulton asked if the Permanent Fund Committee had the authority to direct staff to liquidate funds or if that type of direction needed to come from City Council. Mr. Carlson stated this situation is rare and while liquidated from a particular investment fund, the monies still remain in the overall permanent fund. He stated he would bring back clarifying procedural language to both the City Permanent Fund and City Council for the future.

VOTE ON THE MOTION:

Yays: 7 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

IX. ORDINANCES

1. **#19-06 - Amending the Zoning Map to Effect a Change to a Portion of ASLS 79-94, 1570 Dayville Road, from Unclassified Lands to Public Lands. Second Reading. Adoption.**

MOTION: Council Member Moulton moved, seconded by Council Member Fleming to approve Ordinance #19-06. Second reading. Adoption. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 7 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

X. RESOLUTIONS

1. **#19-36 - Amending the 2019 City Budget by Transferring \$16,000,000 from Unencumbered General Fund Balance to New Fire Station Project**

MOTION: Council Member Moulton moved, seconded by Council Member Scheidt to approve Resolution #19-36. The motion carried by the following vote after the following discussion occurred.

Council asked for a monthly update on this project similar to what was done with the new boat harbor. Council Member Scheidt asked to see the communications plan for the public updates on the project once it was developed. Ms. Murphy stated she would be happy to provide the communication plan and welcomed any input from Council on how to make public outreach on the project most effective.

VOTE ON THE MOTION:

Yays: 7 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

2. #19-37 - Amending the 2019 City Budget by Transferring \$280,700.81 from Unassigned General Fund Balance to Citywide Phone System Upgrade Project

MOTION: Council Member Moulton moved, seconded by Council Member Reese to approve Resolution #19-37. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 7 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

3. #19-38 - Authorizing a Lease with the Valdez Community Garden for a .69 Acre Portion of Medical Park Subdivision

MOTION: Council Member Ruff moved, seconded by Council Member Moulton to approve Resolution #19-38. The motion carried by the following vote after the following discussion occurred.

VOTE ON THE MOTION:

Yays: 7 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Scheidt, Council Member Reese, Council Member Fleming and Council Member Sorum

Council Member Moulton asked if the lease language included the ability for the City to terminate the lease in the event the land needed to be used for another purpose. Ms. Rochelle Rollenhagen, city planning director, explained the previous agreement with the community garden was made by previous planning department staff using a "land use permit". However, a "land use permit" does not exist in Valdez municipal code. A temporary land use permit exists in municipal code, but does not apply in this case. The agreement should be a lease for use of city land. Ms. Rollenhagen explained when the agreement transitioned into the lease format, the termination language likely did not also transition over.

MOTION TO RECONSIDER: Council Member Moulton moved, seconded by Council Member Fleming to reconsider Resolution #19-38. The motion to reconsider carried by the following vote after the following discussion occurred.

VOTE ON THE MOTION TO RECONSIDER

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

Nays: 1 - Council Member Ruff

Mayor O'Neil explained the motion to reconsider was made for procedural purposes to clean up the lease language and not due to lack of support for the community garden itself.

MOTION TO POSTPONE: Council Member Sorum moved, seconded by Council Member Moulton to postpone Resolution #19-38 to the next regular City Council meeting of August 20, 2019. The motion to postpone carried by the following vote after the following discussion occurred.

VOTE ON THE MOTION TO POSTPONE

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

Nays: 1 - Council Member Ruff

XI. REPORTS

1. **Report: Lowe River Levee Certification and LOMR Update**
2. **VCT Electrical Upgrades Change Order 2 Report**
3. **Procurement Report: Professional Services Agreement with Wolf Architecture, Inc. for the Fire Station 1 Hazmat Remediation and Ventilation Upgrades Design**
4. **Procurement Report: Callan Associates Inc., Permanent Fund Advisor**
5. **Report on the Progress of the Sale of 100 Acres of City Owned Land to Rydor Enterprises LLC., Authorized via Resolution #19-19.**
6. **Report: Contract No.1518 Agreement for Professional Services between the City of Valdez and Quantum Spatial, Inc. for the 2019 Aerial Photography and LiDAR Project**

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

1. City Manager Report

Ms. Murphy expressed her sincere condolences to the families of the three individuals who lost their lives while boating in Valdez Glacier Lake. She thanked Valdez Fire and Police Departments for their response to that accident.

Ms. Murphy stated at the next regular City Council meeting staff would bring forth a housing presentation, including potential housing development incentives.

Ms. Murphy thanked those involved in the Gold Rush Days Festival, including the City staff who supported the event. She announced the last cruise ship for the season would be in town on August 20th. She stated lessons learned from this season would be incorporated in procedures for next year.

Ms. Murphy stated she would provide Council the communications plan for the fire station project. She would also provide Council with the schedule for Permanent Fund Committee meetings and follow-up regarding the procedural

items discussed.

Ms. Murphy stated she will be working with Mr. Edwards to improve communications between the City and Capitol Hill Consulting.

2. City Clerk Report

Ms. Pierce stated her office was contacted by staff from the Alaska Earthquake Center. They recently completed a tsunami hazard mitigation for coastal communities report and inundation map. They would like to visit Valdez to do a formal presentation on maritime tsunami hazards and also give a public lecture on general tsunami information on September 12th.

Ms. Pierce stated she is scheduled to be out of the office next week for personal leave. She explained Ms. Ferko will serve as acting city clerk in her absence.

Ms. Pierce stated the City Clerk's Office will be mailing out a special notice to all Valdez post office box holders regarding the upcoming special election on Tuesday, September 10th. She reviewed the options and timelines for absentee voting for the special election.

Ms. Pierce reviewed upcoming vacancies on City boards and commissions. She stated City address books were now available for purchase at the City Planning Department counter for \$12. She explained city manager interviews were scheduled for the next day at the Civic Center and open to the public to observe.

3. City Attorney Report

Mr. Staser stated he would reserve his comments for executive session.

4. City Mayor Report

Mayor O'Neil thanked the Gold Rush Days committee for their hard work in putting on another successful year of the festival. He discussed recent change of command for the local Coast Guard cutter and the Valdez kids' pink salmon derby. He reminded the community about the upcoming children's TBA theater productions at the Civic Center and the women's silver salmon derby. He stated he looked forward to the upcoming city manager interviews with two viable candidates.

XIII. COUNCIL BUSINESS FROM THE FLOOR

Council Member Reese thanked the community for their recent engagement in the fire station discussion and other City business.

Council Member Sorum asked if a plaque would be incorporated with the Alyeska Pipeline Workers Statue. Ms. Martha Barberio, city economic development director, stated the City commissioned a replica of the original plaque and just arrived this week.

Council Member Fleming asked to schedule a Flood Mitigation Task Force in the very near future. He thanked Ms. Murphy for her hard work serving as interim city manager.

Council Member Moulton asked for administration to develop a process for meetings or other methods where citizens in non-paved subdivisions could provide feedback

regarding paving those subdivisions in the future. He explained some citizens in those areas are in favor of paving unpaved streets, other citizens are very opposed. Mr. Duval stated as part of the paving project, a website is in development which will include an interactive map of the entire community where residents can make comments regarding paving. Mayor O'Neil commended Mr. Duval's team for the recent outreach to Robe River Subdivision residents regarding paving efforts in their area. Mr. Duval explained the directive was to make contact with each household in the subdivision regarding the impacts of the project, by either directly handing them a flier or, at the least, hanging a flier on their door. An open house was also held at the Robe River Fire Station.

Council Member Scheidt stated she hoped there would be post-cruise ship season meetings, not only from the port operations perspective but also with local businesses to discuss lessons learned. She asked about scheduling the budget priorities work session in the near future. Ms. Pierce explained the previous direction from Council was to wait to schedule the priorities work session until the new city manager was hired and all seven members of Council were able to attend. Council Member Scheidt stated she hoped communications regarding the upcoming special election would be wide reaching and extremely clear on the question being asked.

Mayor O'Neil wished the Coast Guard a happy Coast Guard day. He also reiterated all of the positive feedback he had received from cruise ship visitors regarding the Valdez community.

XIV. EXECUTIVE SESSION

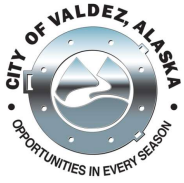
City Council transitioned into executive session at 9:36 p.m.

XV. RETURN FROM EXECUTIVE SESSION

City Council transitioned out of executive session at 11:29 p.m.

XVI. ADJOURNMENT

There being no further business, Mayor O'Neil adjourned the meeting at 11:30 p.m.



Legislation Text

File #: 19-0338, **Version:** 1

ITEM TITLE:

Appointments to City Library Board (Three-Year Term)

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Appoint two applicants to serve on the City Library Board, each for a three-year term

SUMMARY STATEMENT:

Four vacancies exist on the City Library Board due to term expiration.

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

- Bart Hinkle
- Jennifer Benda

The City Clerk's Office will conduct an additional round of advertising for the remaining two vacancies.

Application Form

Profile

Bart

First Name

Hinkle

Last Name

bhinkle@pd.valdezak.gov

Email Address

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

PO Box 593

Home Address

Suite or Apt

Valdez

City

AK

State

99686

Postal Code

Mobile:

Primary Phone

Mobile:

Alternate Phone

City of Valdez

Employer

Chief of Police

Occupation

Which Boards would you like to apply for?

Library Board: Submitted

Question applies to multiple boards

Required Time Commitment: All city board members and commissioners are expected to (1) be present at most, if not all, board 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 or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?

Yes, I am aware of the time commitment. Yes, I am willing to commit said time.

How did you learn about this vacancy? *☒ I am a Current Board/Commission Member

Question applies to Library Board

There are two term length options available for appointments in 2019. Are you applying for the one year term (one vacancy) or three year term (three vacancies)? *

☒ Three Year Term

Interests & Experience

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

I want to continue to serve on the Board because I enjoy it, and I feel it is important for City employees (particularly those at the Director level, or in "positions of authority") to be involved in the community events.

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

Master's Degree in Criminal Justice Have lived in Valdez since 1999, worked as a Police Officer the entire time, and currently serve as the Chief of Police

Upload a Resume or Letter of Interest

Application Form

Profile

Jennifer

First Name

Benda

Last Name

Email Address

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

Home Address

Suite or Apt

Valdez

City

AK

State

99686

Postal Code

Mobile:

Primary Phone

Home:

Alternate Phone

Alaska Court Suystem

Employer

Clerk of Court

Occupation

Which Boards would you like to apply for?

Library Board: Submitted

Question applies to multiple boards

Required Time Commitment: All city board members and commissioners are expected to (1) be present at most, if not all, board 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 or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?

Yes, I am willing and able.

How did you learn about this vacancy? *☒ I am a Current Board/Commission Member

Question applies to Library Board

There are two term length options available for appointments in 2019. Are you applying for the one year term (one vacancy) or three year term (three vacancies)? *

☒ Three Year Term

Interests & Experience

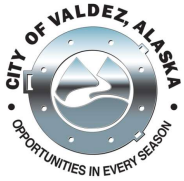
Why are you interested in serving on a City of Valdez board or commission?

Valdez is my hometown, and I love that we have such an amazing library. I enjoy serving on the board and helping with the book basket auction.

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

I worked in the libraries for both the elementary and middle schools for 15 years here in Valdez. I have a degree in English literature and understand the importance of not only reading, but the sharing of information. The library is a safe haven for all, and also a target when budgets become tight. I love being a part of our library.

Upload a Resume or Letter of Interest



Legislation Text

File #: RES 19-0038, **Version:** 1

ITEM TITLE:

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

SUBMITTED BY: Nicole LeRoy, Planning Technician

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Resolution #19-38 authorizing a lease with the Valdez Community Garden for a .69 acre portion of Medical Park Subdivision

SUMMARY STATEMENT:

On May 16, 2016, the City of Valdez approved a three year land use permit with the Valdez Community Garden, a local incorporated non-profit organization, for a 1.67 acre portion of Medical Park Subdivision for use and maintenance of the community garden. Their permit expired on May 16, 2019 and the Valdez Community Garden applied to lease a .69 acre portion of Medical Park Subdivision again for a five year term (see attached application) on May 16, 2019. The adjusted .69 acres (approximately 30,000 square feet) more accurately represents the actual land area the garden is utilizing.

Per Valdez Municipal Code 4.08.060, "no application for lease shall be considered unless the land desired to be leased is zoned to permit the use to which the applicant intends to put the land." The parcel where the community garden is located is in the public lands district. Per Valdez Municipal Code 17.12.050 (D), within the public lands district, "commercial farming, stock raising, truck gardening, tree nurseries and greenhouses, agriculture, aquaculture and horticulture including necessary accessory buildings and the storage of required equipment to be used on the land" requires a conditional use permit. Pursuant to this, the Valdez Community Garden applied for, and was granted, conditional use permit 16-01 in 2016. This conditional use permit was a three year permit for the duration of the lease and expired on May 16, 2019.

The Planning Department received a new conditional use permit application 19-04 on April 24, 2019. The Planning and Zoning Commission granted the Valdez Community Garden a new conditional use permit on June 26, 2019 to bring the proposed use into compliance with the permitted uses in the

public lands district.

On May 16, 2019, the Valdez Community Garden applied to lease the land again for \$5.00 annually. Per Valdez Municipal Code Section 4.08.030 - Fair rental value to be used for leases - Exceptions, "the city may lease city lands for less than the fair rental value to any state or federal agency or political subdivision, a public utility, a nonprofit organization, or to a new industry on terms advantageous to the public welfare of the city if the council, by motion passed by not less than six councilmen, determines the lease to be in the best interest of the public." Due to the requested discounted rent, the approval of this lease requires an affirmative vote of not less than six City Council members.

It should be noted that the original agreement between the City and the Valdez Community Garden was a "land use permit." Land use permits were used by former staff in place of leases for some parcels. However, they are not a legal mechanism within Valdez Municipal Code to authorize use of City land. Council approval of this resolution will remedy this violation and allow staff to execute a new lease agreement with the Valdez Community Garden for use of the site.

In 2016, the City covered the Community Garden under the City's general liability insurance under their former land use permit. We generally require all lessees to have \$1,000,000 general liability coverage for third party property damage and bodily harm. However, staff consulted with the City's insurance representative and City attorney, and decided that the use could be covered under the City's insurance policy, waiving that requirement.

On July 10, 2019 the Planning and Zoning Commission voted to approve a recommendation to City Council to authorize a lease with the Valdez Community Garden.

On August 6th, 2019 staff brought this resolution before City Council who elected to postpone a decision until verbiage could be included in the resolution that provided for the termination of the lease by the City at any time with thirty (30 days) written notice to Lessee. Staff has brought this item back to Council and included this condition in the authorizing resolution.

The term of lease shall be for five years, commencing May 16, 2019 and terminating on May 16, 2024. The use of the site will be for the maintenance and operation of the Valdez Community Garden (Karen Davey Stewart Community Garden.) The Valdez Community Garden will be required to meet all conditions of conditional use permit 19-04, approved by the Planning and Zoning Commission on June 26, 2019. They will also be required to apply for any permits required for development at their leased location. Pending Council approval of this resolution, Planning Department staff will work with the City Attorney and the Valdez Community Garden to execute a new lease agreement.

On August 20, 2019 City Council postponed this resolution as only five members of Council were present at the meeting. On September 3, 2019 City Council postponed this resolution as only five members of Council were present at the meeting.

CITY OF VALDEZ, ALASKA

RESOLUTION #19-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING A LEASE WITH THE VALDEZ COMMUNITY GARDENS FOR A .69 ACRE PORTION OF MEDICAL PARK SUBDIVISION FOR THE OPERATION OF THE KAREN DAVEY STEWART MEMORIAL COMMUNITY GARDEN

WHEREAS, on November 17, 2015 the Parks & Recreation Commission approved a recommendation supporting the use of this property for a community garden; and

WHEREAS, on November 24, 2015 the Planning & Zoning Commission approved a recommendation supporting the use of this property for a community garden; and

WHEREAS, to be consistent with zoning requirements the Planning & Zoning Commission approved Conditional Use Permit 16-01 for the Karen Davey Stewart Memorial Community Garden on March 23, 2016; and

WHEREAS, on May 16, 2016, City Council passed Resolution 16-19 approving a three year term land use permit for a portion of Medical Park Subdivision with the Valdez Community Gardens (Karen Davey Stewart Memorial Community Garden); and

WHEREAS, Conditional Use Permit 16-01 expired on May 16, 2019; and

WHEREAS, the Valdez Community Garden's Land Use Permit expired on May 16, 2019, and the Valdez Community Gardens wishes to continue to lease the property; and

WHEREAS, to be consistent with zoning requirements, the Planning & Zoning Commission approved Conditional Use Permit 19-04 for the Karen Davey Stewart Memorial Community Garden on June 26th, 2019; and

WHEREAS, on July 10th, 2019 the Planning and Zoning Commission approved a recommendation to authorize a new lease with the Valdez Community Garden for the operation of the community garden at a .69 acre portion of Medical Park Subdivision; and

WHEREAS, on August 6th, 2019 the Valdez City Council expressed interest in a clause being included in the lease agreement that provided for the termination of the lease by the City at any time with thirty (30) days written notice to Lessee.

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

Section 1. The City Manager or their designee is authorized to negotiate a new lease for a .69 acre portion of Medical Park Subdivision with the Valdez Community Gardens (Karen Davey Stewart Memorial Community Garden)

Section 2. The term of this lease will be for five years. This lease can be terminated by the City of Valdez at any time for any reason with a maximum of thirty (30) days written notice to Lessee.

Section 3. The rental fee shall be \$5.00 annually.

Section 4. The use of the property is for the maintenance and operation of the Valdez Community Garden

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 17th day of September, 2019.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Valdez Community Garden Area



*The flood zones shown reference the January 3, 2019 FIRM & FIS issued by FEMA and adopted for use in VMC 15.30.030.

All features associated with this map are subject to the COV disclaimer for accuracy and use.

Date: 6/20/2019



THE STATE
of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

AK Entity #: 10039012
Date Filed: 06/03/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Articles of Incorporation
Domestic Nonprofit Corporation

Web-6/3/2016 4:10:12 PM

1 - Entity Name

Legal Name: Valdez Community Gardens

2 - Purpose

To help people in Valdez Alaska to create a garden for growing fruits, vegetables and flowers during the summer months.

3 - NAICS Code

813410 - CIVIC AND SOCIAL ORGANIZATIONS

4 - Registered Agent

Name: Linda Overduyn

Mailing Address: 348 Lowe Street, 348 Lowe Street, Valdez, AK 99686

Physical Address: 911 Meals Avenue.(Medical Park Sub), Valdez, AK 99686

5 - Entity Addresses

Mailing Address: P.O.Box 2870, P.O.Box 2870, Valdez, AK 99686

Physical Address: 348 Lowe Street, Valdez, AK 99686

6 - Officials

| Name | Address | % Owned | Titles |
|--------------------|--------------------------------|---------|--------------|
| Linda Overduyn | P.O.Box 2870, Valdez, AK 99686 | N/A | Director |
| Kristina Rodriguez | P.O.Box 2870, Valdez, AK 99686 | N/A | Director |
| John Engels | P.O.Box 2870, Valdez, AK 99686 | N/A | Director |
| Linda Overduyn | | N/A | Incorporator |
| Kristina Rodriguez | | N/A | Incorporator |
| John Engels | | N/A | Incorporator |

Name of person completing this online application

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

Name: Linda Overduyn

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

VALDEZ COMMUNITY GARDENS

911 MEALS AVENUE.(MEDICAL PARK SUB), 9074613075, VALDEZ, AK 99686-4075

owned by

VALDEZ COMMUNITY GARDENS

is license by the department to conduct business for the period

January 10, 2019 to December 31, 2020
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting; 81 - Services

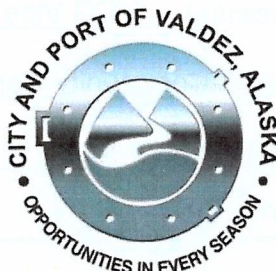


This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

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

Julie Anderson
Commissioner

VALDEZ COMMUNITY GARDENS
P.O.BOX 423
VALDEZ, AK 99686-9075



CITY OF VALDEZ
APPLICATION FOR LEASE OF CITY OWNED LAND

Application Fee: \$50.00 (Non-refundable)

FEE WAIVED FOR 2017 PER RES# 12-72

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

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

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

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

1. Name of Individual Completing Application Form:

Name: Jo Byrd, VCG President Phone: 907-831-0997
Daytime/ Message

Mailing Address: PO Box 423, Valdez, AK 99686

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

a) Name Kristina Duffy Phone: 907-831-2013

Mailing Address PO Box 423, Valdez AK 99686

Relationship to other applicant(s) VCG Vice President

b) Organization's name Valdez Community Garden

Address PO Box 423, Valdez AK 99686

Primary Contact: Jo Byrd

Title: Community Garden President

Daytime Phone #: 907-831-0997

3. TYPE OF ORGANIZATION: (Check one)

Individuals

General Partnership_____

Limited Partnership_____

Other _____

Business Corporation_____

Non-Profit Corporation XX

Non-Profit Association_____

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

If yes, attach letter of determination.

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

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

4. Legal Description AFFECTED BY APPLICATION:

Located in Township_____Range_____Section, _____Meridian

Lot/ Block/ Tract/ Subd. _____ Plat # _____

Other Description Medical Park Subdivision , next to Dog Park

Tax # 81-2832086 No. of Acres 0.69

5. DESCRIBE PROPOSAL. ATTACH NARRATIVE FOR FURTHER

DESCRIPTION AND A SITE PLAN (the description should include the use; value and nature of improvements to be constructed; the type of construction; and, the estimated dates for construction to commence and be completed).

To help educate & share garden knowledge with the community of Valdez in a drug-free, safe zone where they can enjoy their self grown fruits/veggies/flowers, participate in

a healthy outdoor activity, and help grow a true sense of community togetherness.

6. WHAT IS THE TERM OF THE LEASE DESIRED?

5 years @ \$ 5⁰⁰ per year

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

The garden is a non-profit entity that extends community & home garden info to both participants & non-participating city residents including free "HOW TO" classes. Our goal is to teach low cost subsistence gardening & encourage healthy food & living.

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

A community garden fosters new & positive friendships with locals & builds community spirit. It also encourages healthy, outdoor activities that all are welcome to participate in. It provides a healthy, low-cost, sustainable food source option for individuals, employers encouraging well-being, & entities seeking to improve opportunities & services offered locally (i.e student education, food bank services)

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

Garden plots laid out in 2016 are not well developed & delineated. For the first time since it's launch the community garden spots are FULLY occupied by recurrent members & NEW members. A small movable shed has been added to store garden tools/equip. Flowers, veggies, & herbs are successfully grown each year.

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

3 year CUP #16-01

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

We are a non-profit (corporation) garden where items are
grown for private use & is not sold commercially.

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

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

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

| Name | Address | Phone # |
|---------------------------------------------------|---------|---------------------|
| <u>Providence Valdez Medical Center 911 Meals</u> | | <u>907-835-2249</u> |
| <u>Valdez Food Bank</u> | | |
| <u>Valdez Clinic. 1001 Meals , Valdez</u> | | <u>907-835-4811</u> |

14. HAS APPLICANT, OR AFFILIATED ENTITY, EVER FILED A PETITION FOR BANKRUPTCY, BEEN ADJUDGED BANKRUPT OR MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS?

No

15. IS APPLICANT, OR AFFILIATED ENTITY, NOW IN DEFAULT ON ANY OBLIGATION TO, OR SUBJECT TO ANY UNSATISFIED JUDGEMENT OF LIEN? YES XX NO IF YES, EXPLAIN:

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

APPLICANT QUALIFICATION STATEMENT

I, E. Jo Byrd, VCG President
(Individual Name)

I, Kristina Duffy, VCG Vice-President
(Individual Name)

I, E. Jo Byrd On Behalf of Valdez Community Garden
(Representative's Name) (Organization's Name)

PO Box 423 / Medical Park Subdivision
(Address)

Valdez, AK 99686
(City, State) (Zip)

do hereby swear and affirm for myself as applicant or as representative for the
organization noted above that:

The Applicant is a citizen of the United States, over the age of nineteen;
and

If a group, association or corporation, is authorized to conduct business
Under the laws of the State of Alaska; and


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

Is not currently in breach or default on any contract or lease for real
Property transactions in which the City has an interest; and

Has not failed to perform under or is not in default of a contract with the
City; and

Is not delinquent in any tax payment to the City.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE
TO MY KNOWLEDGE.

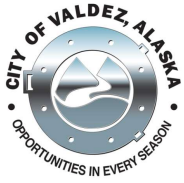
 5/5/19
Applicant Signature Date

E. Jo Byrd
Print Name

 5/5/19
Applicant Signature Date

Kristina Duffy
Print Name

Comdev/data/forms/LandLease&SalesForms/AppforLeaseofCityLand



Legislation Text

File #: 19-0339, **Version:** 1

ITEM TITLE:

Approval of Purchase Order to Harris Sand & Gravel for 2019 Riprap Supply in the Amount of \$158,200

SUBMITTED BY: Scott Benda, Senior Project Manager

FISCAL NOTES:

Expenditure Required: \$158,200.00
Unencumbered Balance: \$512,402.90
Funding Source: 350-0700-55000

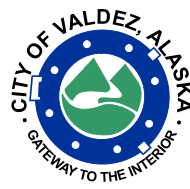
RECOMMENDATION:

Approve purchase order with Harris Sand & Gravel for 2019 Riprap Supply in the amount of \$158,200.00

SUMMARY STATEMENT:

This project was out to bid for 18 days and received two bids, Harris Sand & Gravel submitted the low bid. The contractor will provide 2800 cubic yards (CY) of class 3 riprap and stockpile 1400 CY at the Glacier Haul Road location and stockpile 1400 CY at the Alpine Woods stockpile location off of the Aspen Way cul-de-sac. The work is to be completed within 45 days of the NTP. Liquidated damages will be assessed in the amount of \$500 per calendar day the project remains incomplete past the completion date.

Existing stockpiles were used during the 2019 construction season to extend the Glacier Stream dike beyond the construction debris pit along dump road and at Alpine Woods along groin 2 for erosion maintenance. More, similar, work is anticipated for the fall of 2019 and spring 2020.



**City of Valdez
REQUEST FOR QUOTES**

**Project Name: 2019 Riprap Supply
PO Number: 75697
Cost Code: 350-0700-55000**

July 25, 2019

Dear Contractor:

This project includes, but is not necessarily limited to: Provide 2800 cubic yards of class III riprap. The materials are to be delivered and stockpiled in the following locations: 1400 cubic yards at groin 2 in Alpine Woods Subdivision off the Aspen Way cul-de-sac and 1400 cubic yards at the Glacier Haul Road location. The City reserves the right to purchase additional materials up to 50% of the bid quantity at the unit price.

A copy of the quote schedule is attached for your use in submitting quotes. Quotes will be accepted until 2:00 pm local time on August 12, 2019, at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, PO Box 307, Valdez, Alaska 99686. Quotes will be accepted via email, fax, mail, or in person. Fax number: 907-835-5574. There will be a non-mandatory Pre-Quote meeting at 2:00pm local time on August 5, 2019 at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, PO Box 307, Valdez, Alaska 99686. The City's Project Manager is Scott Benda; sbenda@valdezak.gov.

All work shall be completed in accordance with the Specifications and/or Plans within 45 calendar days of the date of the written Notice to Proceed. Liquidated damages will be assessed in the amount of five hundred dollars (\$500.00) for each calendar day the project remains incomplete past the completion date. All bidders should visit the site and view existing conditions before submitting quotes.

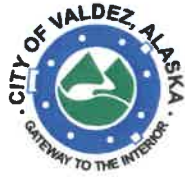
The following items must be included within your quote:

1. Copy of current Alaska Contractor License.
2. Copy of current Alaska Business License.

The City reserves the right to waive any irregularities or informalities in a quote, to reject any and all quotes without cause, and to re-solicit for quotes. The current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid if required by law. The requirement of the Alaska Employment Preference Act (AS 36.10) must be met in performing the work of this Quote. Certified payrolls must be submitted to the Alaska Department of Labor.

Work shall be completed in accordance with the attached specifications titled 'Lowe River Levee Certification Groin 1 Freeboard Repair materials,' the City of Valdez Standard Specifications and Standard Details (dated April 2003), and Division 10- Standard General Provisions, Section 10.07 – Measurement and Payment for all work described in the Scope of Work. An electronic copy can be viewed on our Website at: www.ci.valdez.ak.us.

If you have any further questions or comments, please do not hesitate to contact the project manager.



**City of Valdez
Addendum Acknowledgement**

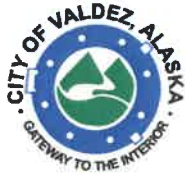
**Project: 2019 Riprap Supply
PO Number: 75697**

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

| | | | | | |
|-----------------|---------------|-------|---------------|----------|--------------------|
| Addendum Number | <u>1</u> | Dated | <u>8/7/19</u> | Initials | <u>[Signature]</u> |
| Addendum Number | <u> </u> | Dated | <u> </u> | Initials | <u> </u> |
| Addendum Number | <u> </u> | Dated | <u> </u> | Initials | <u> </u> |

| | |
|---------------------------------------|--------------------|
| <u>Harris Sand & Gravel, Inc.</u> | <u>Bill Harris</u> |
| Company Name | Authorizing Name |

| | |
|-------------------------------------|--------------------|
| <u>August 12th, 2019</u> | <u>President</u> |
| Date | Title |
| | <u>[Signature]</u> |
| | Signature |



Quote Schedule
Project: 2019 Riprap Supply
PO Number: 75697

| <u>Item No.</u> | <u>Item Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Item Price</u> |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|-------------------------|
| 1 | Provide and deliver class III Riprap | 2800 | CY | 56.50 | \$158,200 |

Total Quote Amount:

dollars cents

(\$ 158,200⁰⁰)

I, Bill Harris, hereinafter called Quoter, an individual doing business as Harris Sand & Gravel, Inc., (strike out inapplicable words:) ~~a partnership~~, a corporation incorporated in the State of Alaska, ~~a joint venture~~, hereby submits this quote and agrees: to hold this quote open for forty five (45) days, to accept the provisions of the Request for Quotes, to accomplish the work in accordance with the plans and/or specifications, for the lump sum and unit price amounts as set forth in this quote schedule.

Respectfully submitted this 12th day of August, 2019

QUOTER:

Harris Sand & Gravel, Inc.

Company Name

Bill Harris

Authorizing Name

PO Box 6

Address

President

Title

Valdez AK 99686

City, State, Zip Code



Signature

907-835-4756

Telephone Number

bharris@harrissandg.com

Email Address

92-0056819

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

CORPORATE SEAL

ATTEST: 

Signature of Corporate Sec.

Bill Harris

Print Name

Alaska Department of Commerce, Community, and Economic Development

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

EIN: 920056819

This is to certify that

HARRIS SAND & GRAVEL INC

P O BOX 6 VALDEZ AK 99686

owned by

HARRIS SAND & GRAVEL INC

State of Alaska

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
Regulation of Construction Contractors and Home Inspectors
HARRIS SAND & GRAVEL INC

DBA: HARRIS SAND & GRAVEL INC

AS

General Contractor Without Residential Contractor Endorsement

| License | Effective | Expires |
|----------|------------|------------|
| CONE5976 | 12/18/2018 | 12/31/2020 |

is licensed by the department to conduct business for the period

October 05, 2018 through December 31, 2020
for the following line of business:

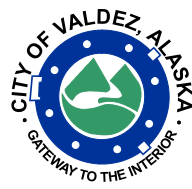
23 - Construction



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

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

Mike Navarre



Lowe River Levee Certification Groin 1 Freeboard Repair materials

Class III Riprap

The rip rap armor rock shall consist of evenly graded stones that are hard, angular, and have no more than 50% wear at 500 revolutions as determined by AASHTO T96. The least dimension of any piece of stone shall be not less than one-fourth (1/4) its greatest dimension. Do not use rounded boulders or cobbles.

Meet the following gradation for Class III riprap, percents are by total weight, weights are for each stone:

Class III Riprap

- 0-10% weighing more than 1400 pounds
- 50% or more weighing 700 pounds or more
- 15% or more weighing 200 pounds or less
- 5-15% weighing up to 25 pounds

Riprap Quality Control

Riprap must be approved by the city's inspector prior to hauling from the quarry. Submit AASHTO T96 testing results for the quarry rock. Riprap shall be inspected for gradation and shape at the quarry. Provide a sample of at least 5 tons meeting the gradation for Class III riprap.

If directed by the city, provide, a level, compact area large enough to dump and sort typical loads of riprap at approved location(s). Dump the loads specified in this area and assist the engineer as needed to sort and measure the stones in the load to determine if the riprap is within specifications. Provide the equipment needed to assist in this sorting. This sample, if approved by the engineer, will be used as a frequent visual reference for judging the gradation of the riprap supplied.

Any difference of opinion between the city inspector and the contractor shall be resolved by dumping and checking the gradation of two random truckloads of rock. Mechanical equipment, a sorting site, and labor needed to assist in checking gradation shall be provided by the contractor at no additional cost to the City.

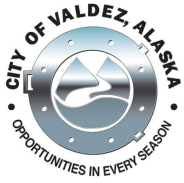


Alpine Woods stockpile area



Glacier Stream stockpile area

| Summary of Proposals Received | | | | Project: 2019 Riprap Supply | | | | | | | | | | | |
|----------------------------------------------------------------------------------------|------------------------------------|-------------------------------------|------|--------------------------------------------------------------------------------------|--------------|-------------------------|--------------|------------|-------|------------|-------|------------|-------|------------|-------|
| Bid Opening | | | | Purchase Order # 75697 | | | | | | | | | | | |
| Date: | | 8/12/2019 | | | | | | | | | | | | | |
| Place: | | Capital Facilities Conference Room | | Harris Sand & Gravel | | Jim Psenak Construction | | | | | | | | | |
| Bid Item | Description | Quantity | Unit | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 1 | Provide and deliver class 3 riprap | 2800 | CY | 56.50 | \$158,200.00 | 72.35 | \$202,580.00 | | | | | | | | |
| | (1) Addendum Acknowledged | | | | | | | | | | | | | | |
| | Bid Bond | | | N/A | | N/A | | | | | | | | | |
| | Alaska Business License | | | | | | | | | | | | | | |
| | Alaska Contractor License | | | | | | | | | | | | | | |
| | Total Bid | | | | \$158,200.00 | | \$202,580.00 | | | | | | | | |
| | Local bidder preference 10% | | N/A | | | | | | | | | | | | |
| | Total Adjusted Bid | | N/A | | | | | | | | | | | | |
| The bid totals are subject to correction after the bids have been completely reviewed. | | | | | | | | | | | | | | | |
| Totals have been reviewed | | <input checked="" type="checkbox"/> | | I hereby certify that the above is a true and correct summary of proposals received. | | | | | | | | | | | |
| Totals have been corrected | | <input type="checkbox"/> | | _____ Project Manager | | | | | | | | | | | |



Legislation Text

File #: 19-0340, **Version:** 1

ITEM TITLE:

Discussion Item: 2020 Budget Topic - Employee Cost of Living Adjustment (COLA)

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Provide consensus direction to staff

SUMMARY STATEMENT:

- The attached document illustrates the 2020 COLA calculation, using the most recent official Anchorage CPI data.
- If Council agrees to the methodology and cost, staff will incorporate the COLA into the 2020 City Manager Recommended budget.

| | | | | COLA | 2.6% |
|---------------------------|-----------------------|-------------------------|------------------------|----------------|----------------|
| Employee Expense Category | 2019 Budget (Revised) | 2020 Budget (Projected) | 2020 Budget COLA Added | Dollar Change | Percent Change |
| Salaries and Wages | 9,882,055 | 10,038,442 | 10,299,441 | 260,999 | 2.6% |
| Benefits | 7,291,717 | 8,120,191 | 8,213,023 | 92,833 | 1.1% |
| Temporary Wages | 939,074 | 941,374 | 965,850 | 24,476 | 2.6% |
| Overtime | 749,672 | 795,727 | 816,416 | 20,689 | 2.6% |
| Grand Total | 18,862,518 | 19,895,734 | 20,294,731 | 398,997 | 2.0% |

How is the COLA Calculated?

Per Council direction, it matches the official federal inflation figures of the last twelve months for Urban Alaska.

Calculation:

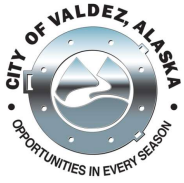
(June 30, 2018 index - June 30, 2019 index) / June 30, 2018 index = **Official Inflation**

(228.858 - 223.099) / 223.099 = **2.6%**

<http://live.laborstats.alaska.gov/cpi/index.cfm>

Source: U.S. Department of Labor, Bureau of Labor Statistics (BLS).

Base: 1982-84=100



Legislation Text

File #: 19-0341, **Version:** 1

ITEM TITLE:

Approval of Write-Offs of Various City Fees to Be Forwarded to Collections Agency

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Authorize write-off of identified delinquent fees exceeding \$500, and forwarding of same to collections agency, pursuant to City Code, 2.20.010 and 2.20.020

SUMMARY STATEMENT:

- The attached lists show various delinquencies for payment of fees. Staff periodically presents this list to council, and will present ongoing delinquency approvals on a quarterly basis.
- The Finance Director is authorized by City Code to write off delinquent accounts less than \$500. Council authorization is required for write-offs exceeding \$500.
- **The agency (Cornerstone) retains 35% of delinquent fees collected.**
- Property tax delinquencies entail a different foreclosure process, which will be presented to Council annually.
- Finance staff recommends that the following items be written off, but NOT sent to collections agency:
 - State of Alaska, Dept of Corrections (\$498.09); our contract does not allow for interest charges
 - Federal Aviation Commission (\$8.18); our contract does not allow for interest charges
 - Valdez Terminal LLC (\$1,553.13); this is a correctly-billed appraisal fee for a transaction that was ultimately not executed. Planning staff has since changed this policy to only bill for these charges for executed transactions.
 - US Coast Guard (\$560.66); Finance and Port staff are unable to reconcile this old balance following the billing software conversion. All other USCG accounts are in good

standing.

- Traffic, Port, and Harbor write-offs are more numerous than usual owing to a longer interval since the last compiled list (early 2018). This resulted from a combination of staff turnover, software conversions, and ransomware. Staff anticipates a regular quarterly presentation of write-offs going forward.

City Code Excerpts:

2.20.010 The City Finance Director shall:

1. Diligently collect all money due the city and shall maintain records as necessary to pursue the collection of delinquent accounts and shall act under such laws or ordinances as now or hereafter exist delegating collection authority to the city's fiscal agent. The city finance director shall pursue the object of this subsection with impartiality and dispatch.

2.20.020 The Finance Director shall:

1. Have authority to write off, compromise, or correct, from time to time, such unpaid and outstanding accounts receivable, taxes, and delinquent checks, as may be in dispute, uncollectible, or uneconomical to pursue. When a single write-off, compromise, or correction involves an amount in excess of five hundred dollars, it shall require the approval of the city council. A single write-off larger than five hundred dollars shall not be arbitrarily divided to avoid council approval thereof. A listing of all accounts written off will be provided to the council along with the regular financial reports provided by administration.

City of Valdez
2019 Q2 Write-Off List
<\$500 for Council Notification

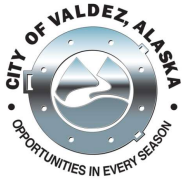
| Account | Name | Description | Year | Amount |
|----------------------------|------------------------------|--------------------------|------------|-----------|
| Utilities | | | | |
| 1484.01 | Pratt, Thomas | Utilities | 2018 | \$ 221.21 |
| 1491.02 | Boone, Sophia | Utilities | 2018 | \$ 335.92 |
| 3078.02 | Davis, Gregory | Utilities | 2018 | \$ 133.18 |
| 3087.02 | Born, Gloria | Utilities | 2019 | \$ 478.01 |
| 1135.02 | White, Monika | Utilities | 2018 | \$ 81.12 |
| 1265.01 | Headhunter's Inc. | Utilities | 2018 | \$ 433.36 |
| | Utilities Total | | | |
| Accounts Receivable | | | | |
| 756 | State of Ak Dept of Correcti | inmate medical interest | 2018 | \$ 498.09 |
| 141 | Federal Aviation Committio | interest on antennae lea | 2019 | \$ 8.18 |
| 1447 | CRL Construction | baler | 2019 | \$ 31.05 |
| 1483 | Bryan Solutions | baler | 2017 | \$ 24.00 |
| Harbor | | | | |
| | Andrews Jr., Jon L. | Harbor | 2018 | \$ 141.77 |
| | Belka, Michal | Harbor | 2018 | \$ 193.20 |
| | Dunham, Stephen P. | Harbor | 2018 | \$ 145.68 |
| | Dutton, Frank W. | Harbor | 2018 | \$ 126.10 |
| | Fekete, Jerry | Harbor | 2018 | \$ 126.10 |
| | Foster, Kevin M. | Harbor | 2018 | \$ 107.31 |
| | Howey, Brian | Harbor | 2018 | \$ 281.65 |
| | Hughes, Allen D. | Harbor | 2018 | \$ 133.90 |
| | Johnson, Benjamin | Harbor | 2018 | \$ 405.52 |
| | Macaluso, Michael | Harbor | 2018 | \$ 313.07 |
| | Masson, Robert P. | Harbor | 2018 | \$ 111.28 |
| | Meints, Michael | Harbor | 2018 | \$ 370.90 |
| | Railsback, Dan M. | Harbor | 2018 | \$ 119.57 |
| | Randazzo, Brian T. | Harbor | 2019 | \$ 325.56 |
| | Sampe, Daniel | Harbor | 2018 | \$ 115.40 |
| | Sebring, Thomas | Harbor | 2018 | \$ 131.32 |
| | Selanoff Sr, Jerry | Harbor | 2018 | \$ 420.24 |
| | Settle, Charles W. | Harbor | 2018 | \$ 124.22 |
| | Spencer, Timothy W. | Harbor | 2018 | \$ 106.52 |
| | Thorne, Ryan | Harbor | 2018 | \$ 298.99 |
| | Watson, Nate | Harbor | 2018 | \$ 401.75 |
| | Williams-Buchanan, Shawn | Harbor | 2018 | \$ 143.07 |
| Traffic | | | | |
| VALZE000002340008 | Meyer, George, A | Defaulted citation | 5/29/2018 | \$ 157.00 |
| VALZE000002460003 | Degange-Aschenbrenner, Sa | Defaulted citation | 12/31/2018 | \$ 110.00 |
| VALZE000002510003 | January, James, M | Defaulted citation | 6/1/2018 | \$ 135.00 |
| VALZE000002520003 | January, James, M | Defaulted citation | 6/1/2018 | \$ 120.00 |
| VALZE000002530003 | January, James, M | Defaulted citation | 6/1/2018 | \$ 95.00 |
| VALZE000002540003 | January, James, M | Defaulted citation | 6/1/2018 | \$ 145.00 |

City of Valdez
2019 Q2 Write-Off List
<\$500 for Council Notification

| Account | Name | Description | Year | Amount |
|-------------------|----------------------|--------------------|------------|----------------------------|
| VALZE000002550003 | January, James, M | Defaulted citation | 6/1/2018 | \$ 105.00 |
| VALZE000002560003 | January, James, M | Defaulted citation | 6/1/2018 | \$ 195.00 |
| VALZE000004110004 | Griffith, Dustin, D | Defaulted citation | 6/10/2018 | \$ 195.00 |
| VALZE000004140004 | January, James, M | Defaulted citation | 6/12/2018 | \$ 157.00 |
| VALZE000004160002 | Carlson, Donney, S | Defaulted citation | 5/27/2018 | \$ 345.00 |
| VALZE000004170002 | Carlson, Donney, S | Defaulted citation | 5/27/2018 | \$ 85.00 |
| VALZE000004190002 | McGee, Christian, C | Defaulted citation | 6/14/2018 | \$ 145.00 |
| VALZP00413701 | Lull, Kevin , LG | Defaulted citation | 5/28/2018 | \$ 165.00 |
| VALZP00413754 | Barnes, Trevin, G | Defaulted citation | 11/24/2018 | \$ 110.00 |
| VALZP00413961 | January, James, M | Defaulted citation | 12/10/2018 | \$ 310.00 |
| VALZP00453495 | Gillespie, Robert, C | Defaulted citation | 6/14/2018 | \$ 300.00 |
| VALZP00453514 | Taylor, Corie, J | Defaulted citation | 8/12/2018 | \$ 300.00 |
| VALZP00453515 | Larson, Cameron, | Defaulted citation | 9/19/2018 | \$ 40.00 |
| VALZP00453649 | Baird, William, R | Defaulted citation | 9/17/2018 | \$ 300.00 |
| VALZP00453650 | Baird, William, R | Defaulted citation | 10/25/2018 | \$ 160.00 |
| VALZP00453665 | Wetherhorn , Ian , D | Defaulted citation | 2/8/2019 | \$ 60.00 |
| VALZP00453789 | Thomas, Curtis, L | Defaulted citation | 11/12/2018 | \$ 110.00 |
| VALZP00453814 | Watts, Tisha, D | Defaulted citation | 12/12/2018 | \$ 110.00 |
| VALZP00467602 | Benton , Dakota, T | Defaulted citation | 3/25/2019 | \$ 355.00 |
| VALZP00467628 | January, James, M | Defaulted citation | 11/25/2018 | \$ 260.00 |
| VALZP00483053 | Sherman , Larry, M | Defaulted citation | 4/14/2019 | \$ 70.00 |
| VALZP00483054 | Barnes, Tristan, L | Defaulted citation | 4/26/2019 | \$ 20.00 |
| VALZP00483077 | January, James, M | Defaulted citation | 4/12/2019 | \$ 70.00 |
| | | | | <u><u>\$ 11,616.24</u></u> |

City of Valdez
2019 Q2 Write-Off List
>\$500 for Council Approval

| Account | Name | Description | Year | Amount |
|----------------------------|----------------------|----------------------------------------|-----------|----------------------------|
| Utilities | | | | |
| 3505.01 | Wilczynski, Trevor | baler services | 2017 | \$ 699.50 |
| Accounts Receivable | | | | |
| 710 | H20 Heli Guides | Airport Lease | 2018 | \$ 7,962.79 |
| 906 | Chugach Materials | Gravel Lease | 2018 | \$ 3,215.56 |
| 1550 | Valdez Terminal LLC | Appraisal fee (for lease not executed) | 2018 | \$ 1,553.13 |
| Harbor | | | | |
| | Ward, Matthew | Harbor services | 2019 | \$ 2,317.63 |
| | Cartier, Charles | Harbor services | 2018 | \$ 1,183.99 |
| | Ferringer, Ken | Harbor services | 2018 | \$ 797.65 |
| | Reutor, Alexandre M | Harbor services | 2018 | \$ 762.09 |
| | March, Larry | Harbor services | 2018 | \$ 651.67 |
| | Jones, Ron | Harbor services | 2018 | \$ 502.48 |
| Port | | | | |
| | USCG-Cordova | Port Services | 2017 | \$ 560.66 |
| Traffic | | | | |
| VALZE000002500003 | January, James, M | Defaulted citation | 6/1/2018 | \$ 545.00 |
| VALZE000004130004 | January, James, M | Defaulted citation | 6/12/2018 | \$ 545.00 |
| VALZP00413704 | Craig, Calvin, TC | Defaulted citation | 6/24/2018 | \$ 510.00 |
| VALZP00453496 | Gillespie, Robert, C | Defaulted citation | 6/14/2018 | \$ 500.00 |
| VALZP00453659 | Schmidt, Marika , C | Defaulted citation | 8/1/2018 | \$ 545.00 |
| | | | | <u><u>\$ 22,852.15</u></u> |



Legislation Text

File #: 19-0358, **Version:** 1

ITEM TITLE:

Approval of City Manager Employment Agreement

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

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

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Following the interview and background investigation process, the City Council has negotiated the attached employment agreement with Mr. Mark Detter. The employment agreement has been approved by the City Attorney as to form. Upon formal approval by the Mayor and City Council the City Clerk will obtain the signatures necessary to execute the agreement.

CITY MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), is made and entered into as of this _____ day of _____, 2019, by and between the City of Valdez, Alaska, a municipal corporation, as the Employer, hereinafter called the "City," and Mark Detter, hereinafter called "Employee." City and Employee are sometimes hereinafter collectively referred to as "Parties", and each individually a "Party."

I. RECITALS

WHEREAS, following the interview and background investigation process, the City wishes to appoint Employee as City Manager of the City of Valdez, Alaska, as provided by Sections 2.1(b) and 5.3(a) of the Valdez City Charter; and,

WHEREAS, Employee has agreed to serve as City Manager subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

II. AGREEMENT

Section 1. Employment/Duties

The City appoints and employs Employee as City Manager of Valdez to perform the functions and duties, and to discharge the obligations, specified in Section 5.3(a) of the City Charter and Chapter 2.08 of the City Code, as they may be hereinafter amended, and to perform other legally required, permissible and proper duties, functions and obligations as required by City Charter and Code and as the City Council shall from time to time assign. Employee shall be an "at will" employee of the City. Employee shall at all times faithfully, industriously, loyally, and to the best of Employee's ability, experience, and talents, perform all the duties that may be required of and from Employee hereunder. Employee shall have the affirmative duty to cooperate, inform, advise, and regularly communicate with the City Council on the status of the City's business and affairs. Such communications shall include, without limitation, reports to the City Council in such form and frequency as the City Council may direct, and participation in all meetings of the City Council.

Section 2. Term

A. Employee's employment as City Manager shall commence no later than ninety (90) days after execution of employment agreement and shall continue until terminated as provided below. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of Employee at any time, for any or no reason, at will, subject only to the provisions set forth in Section 5, paragraphs A and B, of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from Employee's position with the City.

Section 3. Salary/Leave/Vehicle Allowance

A. Employee's salary shall be One Hundred Thirty-Five Thousand (\$135, 000) per year, subject to an annual review and adjustments set by the City Council. Salary will be adjusted annually hereinafter by the same amount or percentage for cost of living or other adjustments as authorized for all other management employees of the City.

B. Employee's personal leave (sick, vacation, etc.) shall accrue at the rate of 8.3077 hours for each bi-weekly (two week) pay period. Leave days shall be based on an eight (8) hour workday. Accrued personal leave shall not exceed 600 hours and shall remain a cash value to the Employee upon termination of employment.

C. Employee shall have a vehicle allowance of Five Hundred Dollars (\$500) per month.

D. Employee shall be considered an Executive Level Management employee of the City and afforded all other benefits or compensation so afforded other Executive Level Management positions of the City, with Employee as a Tier IV PERS Employee and with City paid 401(a) and 457 plan contributions consistent with all other Executive Level Management positions.

E. The City will provide a lump sum of Twelve Thousand Dollars (\$12,000) in advance for reimbursement of moving and relocation expense. In the event that Employee terminates this Agreement within the first year of the employment term, Employee shall repay the City for the moving and relocation expenses paid to Employee, on a pro-rated basis. The amount to be repaid shall be 1/12th of the moving and relocation expenses paid by the City for each full month of such first year remaining after Employee's termination of this Agreement.

F. Within the first year of employment, the City agrees to pay fifty-percent (50%) of costs associated with travel and lodging for employee's two children, Nicholas Detter and Wesley Detter, to Valdez, in an amount not to exceed \$2,500.

G. The City shall provide Employee with such professional development and ongoing education as included in the City's Annual Budget, including but not limited to participation in and training by the International City-County Management Association ("ICMA"), the Alaska Municipal League (AML), and the Alaska Manager's Association (AMA).

H. Employee shall be subject to the policy and regulations related to travel set forth in the Valdez City Council Policies and Procedures, as they may be amended from time to time. Whenever possible, travel for official business and training or educational programs at the City's expense shall be authorized in advance by the City Council. In recognition of the fact that some travel for official business may be required before authorization may be obtained, the City Council shall retain the authority to require reimbursement from Employee for travel or training expenses deemed to: (1) fall outside that

which is required in fulfilling Employees duties; or (2) not conducted in the most direct and cost effective way to accomplish its purpose.

I. The City shall provide Employee with furnished living quarters for a period not to exceed 90 days.

Section 4. Performance Evaluation

City Council shall evaluate Employee's performance during the first, second and third quarters of the first year of the term of this Agreement. Additionally, City Council shall conduct an initial goal-setting and performance expectations review with Employee within the first month of employment. City Council shall conduct a formal annual performance evaluation within the first twelve to thirteen (12-13) months of employment, and at least annually thereafter.

Section 5. Termination and Severance

A. The City Council may terminate this Agreement at any time, with or without cause, upon written notice to Employee. Contemporaneous with the issuance of such notice to Employee, the City may require Employee to continue to perform Employee's duties up to the effective termination date, and, in such case, Employee will be paid Employee's regular salary to the effective termination date. Employee may terminate this Agreement upon giving no less than thirty (30) days advanced written notice of such termination. If either, Employee is terminated at will by the City Council, or the City Council and Employee accept a mutually agreed upon resignation by the Employee, City shall pay Employee a lump sum cash payment equal to the sum of the following: (1) three (3) months' salary (excluding retirement account contributions); (2) an amount equal to premiums for medical/dental insurance benefits paid by the City on behalf of Employee during the most recent historic three (3) month period prior to employment termination; and (3) an amount equal to the value of Employee's personal leave accrued up until the effective date of employment termination. However, if the Employee resignation is not mutually agreed on or, if dismissal of Employee is found by City Council to be for cause involving extenuating circumstances, including but not limited to illegal acts, egregious or grossly negligent acts or omissions, or dishonesty, then Employee shall not be entitled to the herein severance pay provision.

B. In the event the City at any time during the term of this Agreement reduces the salary or other financial benefits due Employee in a greater amount or percentage than an applicable across-the-board reduction for all Executive Level Management employees of the City, Employee may, at Employee's option, deem this Agreement to be terminated as of the effective date of the reduction and shall be entitled to the herein severance provisions.

Section 6. Effective Date

This Agreement becomes effective upon its approval by the City Council and full execution by the Parties. This Agreement supersedes any and all other agreements, whether written or oral, between the City and Employee.

Section 7. Death or Disability of Employee

A. In the event of Employee's death during the term of employment, the City shall pay to the estate of Employee, or designee of Employee by written notification to the City, Employee's normal prorated salary and accrued leave benefits through the end of the month in which Employee's death occurs.

B. In the event that Employee becomes too mentally, emotionally or physically ill or disabled, in the reasonable opinion of the City Council, to efficiently, effectively and/or safely perform his duties for 45 consecutive calendar days, Employee shall be deemed to have voluntarily terminated employment without severance.

Section 8. Hours of Work

It is recognized that the Employee must devote a significant amount of time to the business of the City beyond a typical 40 hour work week. Employee shall have sole discretion as to Employee's required hours worked necessary to the performance of Employee's duties. As an FLSA Exempt employee, Employee shall take leave or unpaid time for any full day's time away from regularly scheduled work days.

Section 9. Outside Activities

Employee shall devote Employee's full time and effort to the performance of Employee's employment duties under this Agreement, and agrees not to accept or perform any other employment, outside consulting or teaching without the express prior written consent of the City Council, which consent may be withheld in its absolute discretion.

Within the first year of employment, the City shall allow employee to consult with his former employer the City of Andover, Kansas, as required on various issues. Any such Consultation shall respect the proprietary information and confidences of the City of Valdez and shall not interfere with Employee's performance of the duties imposed under this Agreement. Employee shall receive no compensation by his former employer for these services.

Section 10. Non Discrimination

The City has and enforces a strict policy against any form of unlawful employment discrimination, including, without limitation, unlawful sexual harassment. Employee agrees to act in a non-discriminatory manner. Any discrimination complaints against Employee, or if Employee believes that Employee is the victim of unlawful discrimination, shall be promptly reported to the City Council via

the Mayor or City Clerk. All such complaints shall be kept confidential until reviewed by the City Council or its investigator.

Section 11. General Provisions

A. Entire Agreement. This written Agreement constitutes the entire Agreement between the Parties with respect to its subject matter and supersedes any other prior agreements, contracts, representations, promises, inducements and assurances, oral and written, express and implied, with respect to such subject matter, which are not included herein.

B. Amendment/Novation. No modification, amendments, deletions, additions or novations to or of this Agreement shall be effective unless they are completely and unambiguously contained in a writing executed and delivered by all the Parties to this Agreement. Only the Valdez City Council is authorized and empowered to make any modifications, amendments, deletions, additions or novations to or of this Agreement on behalf of the City.

C. Applicable Law. This Agreement and the respective rights, remedies and obligations of the Parties hereinunder shall be construed and interpreted in accordance of applicable laws of the State of Alaska and the United States of America.

D. Exclusive jurisdiction/Venue. In the event that a question, dispute or claim should arise under or with respect to this Agreement, the jurisdiction and venue thereof shall lie exclusively with the courts of the Third Judicial District for the State of Alaska at Valdez.

E. Waiver. The failure of either Party to object to default under or breach of this Agreement shall not constitute a waiver, either express or implied, of the right to do so in the event of any future or continuing default under or breach of this Agreement.

F. Notices. All notices required under this Agreement or by law shall: a) be in writing, b) contain a clear and concise statement setting forth the subject matter thereof and reasons therefor, and c) be personally delivered, facsimile or email transmitted or mailed by first class mail to each Party of this Agreement at the following addresses:

City: City of Valdez
C/O City Clerk
P.O. Box 307
Valdez, AK 99686
Email: spierce@valdezak.gov

Employee: Mark Detter
P.O. Box 307
Valdez, AK 99686
Email: mrdetter68@gmail.com

G. Independent Counsel. Each Party to this Agreement acknowledges that such Party has obtained, or has had ample opportunity but declined to obtain, the advice of competent independent legal counsel in negotiating, entering into and executing this Agreement. The fact that this Agreement may have been drafted in whole or part by one Party shall not cause any part of this Agreement to be construed against either Party.

Section 12. Additional Terms and Conditions

The City Council shall fix and assign any other such terms and conditions of employment, as it may deem necessary from time to time, relating to performance of Employee, provided such terms, conditions or other duties as assigned, are not inconsistent with or in conflict with provisions of this Agreement.

This Agreement as executed is not confidential and shall be publicly available.

IN WITNESS WHEREOF, the City of Valdez has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and the Employee has signed and executed this Agreement both in duplicate.

Attest:

City of Valdez, Alaska

Sheri Pierce, MMC, City Clerk

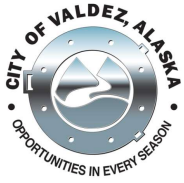
By _____
Jeremy O'Neil, Mayor

Approved as to form:

Employee

Jack Wakeland
Brena, Bell & Clarkson, P.C.
City Attorney

Mark Detter



Legislation Text

File #: RES 19-0039, **Version:** 1

ITEM TITLE:

#19-39 - Amending the Valdez Convention and Civic Center Operating Policy by Updating Facility Rates and Fees and Repealing Resolution No. 04-111 Formerly Setting Rates and Fees

SUBMITTED BY: Nicholas Farline, PRCS Director

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution #19-39

SUMMARY STATEMENT:

The Valdez Convention and Civic Center is governed by an operating policy adopted by the City Council, which includes a facility rate and fee schedule. Civic Center rates and fees were last adjusted in 2007 through an update to the facility operating policy.

Proposed changes to rates and fees reflect an increase in the cost of equipment and operations.

The PRCS Director and Civic Center Facilities Manager, in consultation of additional Civic Center staff, recommend the adoption of updated rates and fees as described in Resolution #19-39.

Note: During review of this resolution, Clerk's Office staff identified a historical Civic Center rates and fees resolution (No. 04-111) which was never properly documented as repealed. That action will be incorporated into tonight's resolution simply as a housekeeping item to ensure historical records are accurate.

CITY OF VALDEZ, ALASKA

RESOLUTION #19-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE VALDEZ CONVENTION AND CIVIC CENTER OPERATING POLICY BY UPDATING FACILITY RATES AND FEES AND REPEALING RESOLUTION NO. 04-111 FORMERLY SETTING RATES AND FEES

WHEREAS, the Valdez Convention and Civic Center is a multi-purpose public facility intended to encourage a variety of uses to meet the economic, social, cultural, convention, and certain recreational needs of Valdez; and

WHEREAS, the Valdez Convention and Civic Center is governed by operating policies adopted by the City Council to ensure fair and consistent use of the facility; and

WHEREAS, the last update to Valdez Convention and Civic Center operating policies, which included updates to facility rates and fees, was made by Resolution No. 07-02; and

WHEREAS, the City of Valdez must make amendments to the current fee schedule to more appropriately reflect value of offered facilities and services while still keeping fees low for users; and

WHEREAS, Resolution No. 04-111 formerly setting Valdez Convention and Civic Center rates and fees was never properly repealed when the facility's operating policy was updated.

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

Section 1. Resolution No. 04-111 is hereby repealed.

Section 2. The amended Valdez Convention and Civic Center Facility Rates and Fees Schedule is attached and incorporated herein as Attachment A and shall replace the Rates and Fees Schedule currently incorporated in the Valdez Convention and Civic Center Facility Operating Policy.

Section 3. This resolution and the fees named herein shall take effect upon adoption.

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

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

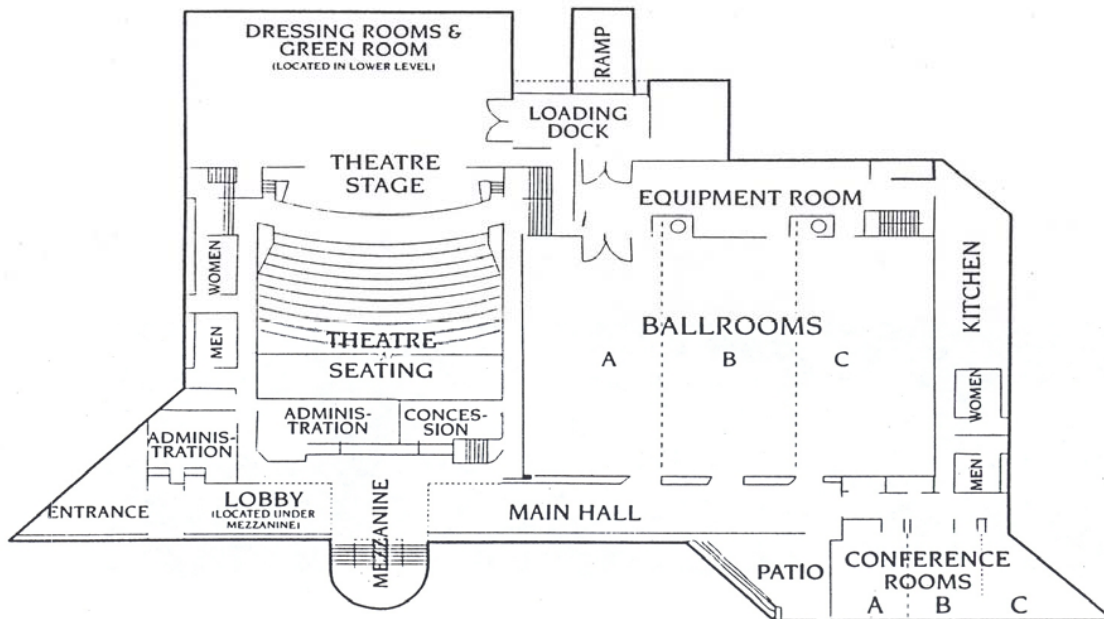
ATTEST:

Sheri L. Pierce, MMC, City Clerk

VALDEZ CONVENTION AND CIVIC CENTER

ROOM RATES, ROOM DIMENSIONS AND SEATING STYLE CAPACITIES

| Room | Daily Rates | | | | Room Dimensions | | | | Seating Styles | | | | | |
|-------------------|-------------|----------------|------------|----------|----------------------|-------------|-------------------|-------------------|------------------------|---------------|----------------|------------------|-----------------|---------------|
| | Commercial | Local Resident | Non Profit | Hourly | Length (Ft.) | Width (Ft.) | Area in (Sq. Ft.) | Ceiling Ht. (Ft.) | Banquet Style | Seminar Style | U-Shaped Style | Conference Style | Reception Style | Theatre Style |
| Entire Facility | \$ 1,380.00 | \$ 1105.00 | \$ 690.00 | NA | NA | NA | | NA | NA | NA | NA | NA | NA | NA |
| 3 Ballrooms | \$ 690.00 | \$ 555.00 | \$ 345.00 | NA | 101 | 64 | 6,464 | 24 | 400 | 325 | NA | NA | 903 | 450 |
| 2 Ballrooms | \$ 460.00 | \$ 395.00 | \$ 230.00 | NA | 68 | 64 | 4,352 | 24 | 250 | 200 | 96 | 120 | 602 | 325 |
| 1 Ballroom | \$ 230.00 | \$ 185.00 | \$ 115.00 | \$ 46.00 | 34 | 64 | 2,176 | 24 | 120 | 100 | 48 | 60 | 301 | 150 |
| Conference Room | \$ 150.00 | \$ 120.00 | \$ 75.00 | \$ 30.00 | 53 | 22 | 1,166 | 12 | 56 | 40 | 42 | 48 | 100 | 100 |
| Theatre Complex | \$ 520.00 | \$ 415.00 | \$ 260.00 | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | 450 |
| Theatre/Mezzanine | \$345.00 | \$ 280.00 | \$ 175.00 | \$ 40.00 | 60 | 60 | 3,600 | 24 | NA | NA | NA | NA | NA | 420 |
| Green Room | \$ 70.00 | \$ 55.00 | \$ 35.00 | \$ 15.00 | 32 | 17 | 544 | 8 | NA | 24 | 20 | 24 | 32 | 24 |
| Dressing Rooms | \$ 25.00 | \$ 20.00 | \$ 15.00 | NA | 32 | 16 | 512 | 8 | NA | NA | NA | NA | NA | NA |
| Lobby | \$ 45.00 | \$ 40.00 | \$ 25.00 | \$ 10.00 | 44 | 21 | 924 | 8 | NA | NA | NA | NA | NA | NA |
| Main Hall | \$ 45.00 | \$ 40.00 | \$ 25.00 | \$ 10.00 | 93 | 13 | 1,209 | 17 | NA | NA | NA | NA | NA | NA |
| Parking Lots | \$ 45.00 | \$ 40.00 | \$ 25.00 | \$ 10.00 | Parking Spaces = 180 | | | | Accessible Parking = 6 | | | | | |



Valdez Convention and Civic Center

Daily / Hourly Room Rental Rates

A regular “DAY” is 8 a.m. to Midnight

Room rental includes all tables, chairs and table drapes

| | Daily Rates | | | Hourly Rates |
|-----------------------|-------------|----------------|------------|--------------|
| | Commercial | Local Resident | Non-Profit | All |
| Entire Facility | \$1380 | \$1105 | \$690 | NA |
| 3 Ballrooms | \$690 | \$555 | \$345 | NA |
| 2 Ballrooms | \$460 | \$395 | \$230 | NA |
| 1 Ballroom | \$230 | \$185 | \$115 | \$45 |
| Conference Room | \$150 | \$120 | \$75 | \$30 |
| Theatre Complex | \$520 | \$415 | \$260 | NA |
| Theatre Mezzanine | \$345 | \$280 | \$175 | \$40 |
| Green Room | \$70 | \$55 | \$35 | \$15 |
| Dressing Room | \$25 | \$20 | \$15 | NA |
| Lobby Main Hall | \$45 | \$40 | \$25 | \$10 |
| Parking Lots | \$45 | \$40 | \$25 | \$10 |
| Kitchen w/ Inventory | \$400 | NA | NA | NA |
| Kitchen w/o Inventory | \$75 | NA | NA | NA |
| Overtime | \$30 | \$30 | \$30 | |
| Late Cancellation Fee | \$25 | \$25 | \$25 | |

DAILY EQUIPMENT RATES AND FEES

Audio Visual Equipment

| | |
|-------------------------------------------|-------|
| Dry Erase Board w/ Easel and Markers..... | 10.00 |
| Flip Chart w/ Easel and Markers..... | 15.00 |
| AV Cart..... | 2.00 |
| Overhead..... | 15.00 |
| Multi Media..... | 30.00 |
| Line in for sound..... | 10.00 |
| DVD with flat screen..... | 15.00 |
| DVD Only..... | 10.00 |
| Portable Screen..... | 10.00 |
| Teleconference Unit..... | 20.00 |
| Local Access phone line in | 10.00 |

Coffee/Tea Service

| | |
|----------------------|-----------------------|
| 100 Cup..... | 85.00 |
| 55 Cup..... | 60.00 |
| 30 Cup..... | 35.00 |
| 12 Cup..... | 15.00 |
| Additional pots..... | 50% off original cost |

Sound Reinforcement

| | |
|----------------------------|-------|
| Line into Sound Board..... | 12.00 |
| Ipad Music..... | 12.00 |
| Mic with Stand..... | 15.00 |
| Wireless Mic..... | 15.00 |
| Mini Mixer..... | 25.00 |
| Direct Box..... | 12.00 |
| Speakers JBL..... | 22.00 |
| Community Speaker..... | 28.00 |

Lighting

| | |
|---------------------------------|-------|
| Band Stage w/ gels..... | 50.00 |
| Follow spot..... | 30.00 |
| Gobo and Gel..... | 15.00 |
| Mirror ball..... | 20.00 |
| Orbits..... | 15.00 |
| Complex Lighting Surcharge..... | 60.00 |
| Par Uplight..... | 10.00 |

Decorations

| | |
|--------------------------------|--------|
| Christmas Tree..... | 15.00 |
| Chandelier..... | 25.00 |
| Slit Drape Change (1/2)..... | 60.00 |
| Slit Drape Change (Whole)..... | 110.00 |

Furniture

| | |
|---------------------------------|--------|
| Dance Floors | |
| Portable (per 4x4 section)..... | 5.00 |
| Vinyl Marley Full Floor..... | 300.00 |

Lecterns

| | |
|----------------|-------|
| Table Top..... | 5.00 |
| Standing..... | 5.00 |
| Overhead..... | 15.00 |

Pianos & Other Event Support

| | |
|------------------------------------------|-------|
| Steinway Grand..... | 50.00 |
| Upright Yamaha..... | 25.00 |
| Staging (4x8 per section)..... | 7.00 |
| Coat Check set up (Client Serviced)..... | 25.00 |

Office Services

| | |
|----------------------------|------|
| Copies..... | .15 |
| Legal-sized copies..... | .20 |
| Color Copies..... | .50 |
| Transparencies..... | .75 |
| Client Supplies Paper..... | .10 |
| Laminating per sheet..... | 5.00 |

Miscellaneous

| | |
|-------------------------------|-------|
| Administrative Fee..... | 25.00 |
| Gaffer's Tape (per roll)..... | 25.00 |
| Storage Fee..... | 10.00 |
| Cash Register..... | 10.00 |

Food Surcharge

| | |
|------------|-------|
| Minor..... | 15.00 |
| Basic..... | 25.00 |
| Major..... | 60.00 |

VALDEZ CONVENTION AND CIVIC CENTER

DAILY PACKAGES AND SERVICES FEES

PACKAGES

COMMERCIAL RESIDENT - 10% NON-PROFIT - 25%

AUDIO VISUAL

Limited AV Package

Combination of any 3 item : Dry Erase Board, Flip Chart, Screen
TV/DVD (multimedia projectors priced separately)

35.00

31.50

26.25

Unlimited AV Package

Unlimited use of: Dry Erase Board, Flip Chart, Screen, TV/DVD(as
available - multimedia projectors priced separately)

92.00

82.80

69.00

SOUND REINFORCEMENT

Limited Sound Package

10 to 15 items Including Microphones, Speakers, Mixer / Amplifier, Direct

Boxes, etc. Also includes speaker stands, cables, and personnel for
setup and tear down - operator for sound checks/performance billed as
additional Staff Time

165.00

148.50

123.75

Unlimited Sound Package

All Civic Center Sound Equipment as available. Please call for complete
list. Also includes speaker stands, cables and personnel for setup and tear
down - operator for sound checks/performance billed as additional Staff
Time

345.00

310.50

258.75

THEATRICAL LIGHTING

Per Light Fee (Theatre or Ballroom)

12.00

NA

NA

Theatre Lighting

1-21 Lights with Gels (each)

12.00

NA

NA

22-59 Lights with Gels

253.00

228.00

190.00

60+ Lights with Gels

518.00

466.00

401.50

Ballroom Lighting

1-60 Lights with Gels (each)

12.00

NA

NA

Complex Light Surcharge (Ballroom)

Additional charge for complicated light set-ups - more than 15 light

58.00

NA

NA

House Plot in Theatre (maximum 2 hours)

12.00

NA

NA

Electric Fee (per hour for second, third,... day)

12.00

NA

NA

MISCELLANEOUS PACKAGES

One Ballroom Party Package

Choice of 4: 2 Decorative Lights, Small Stage, Small Dance Floor, C
Player or Audio Line for Media Device, Coffee/Tea Setup, 1 Hr. Staff Time,
1 Hr. Overtime (Microphone included)

230.00

207.00

172.50

Two Ballroom Party Package (same options as above)

345.00

310.50

258.75

Trade Booth

Includes: 8' x 18" or 6' x 30" Table and Table Drape
One time charge / 3 day maximum

40.00

NA

30.00

SERVICES

Staff Time: No Discounts are given for Staff Time

| | | | |
|--------------------|-------|-------|-------|
| Technical per hour | 30.00 | 30.00 | 30.00 |
| Lift Time per hour | 30.00 | 30.00 | 30.00 |
| General per hour | 25.00 | 25.00 | 25.00 |

Valdez Convention and Civic Center
DAILY / HOURLY ROOM RENTAL RATES

A regular "DAY" is 8:00 AM to Midnight.

Room rental includes all tables, chairs and table drapes

| | <u>DAILY RATES</u> | | | <u>HOURLY RATES</u> |
|-----------------------------------------|---------------------------|------------------------------------|-----------------------------|----------------------------|
| | COMMERCIAL | LOCAL RESIDENT- 20% | NON-PROFIT - 50% | ALL |
| Entire Facility (excluding kitchen) | 1,200 | 960 | 600 | NA |
| 3 Ballrooms | 600 | 480 | 300 | NA |
| 2 Ballrooms | 400 | 320 | 200 | NA |
| 1 Ballroom | 200 | 160 | 100 | 40 |
| Conference Room | 130 | 104 | 65 | 30 |
| Theatre Complex | 450 | 360 | 225 | NA |
| Theatre / Mezzanine | 300 | 240 | 150 | 40 |
| Green Room | 60 | 48 | 30 | 15 |
| Dressing Room (each) | 20 | 16 | 10 | NA |
| Lobby / Main Hall | 40 | 32 | 20 | 10 |
| Parking Lots | 50 | 40 | 25 | 10 |
| *Kitchen with Inventory | 400 | NA | NA | NA |
| *Kitchen without Inventory | 75 | NA | NA | NA |
| *Overtime (hourly from Midnight to 8AM) | 30 | 30 | 30 | NA |
| *Late Cancellation Fee | 25 | 25 | 25 | NA |

**These fees do not qualify for waivers in Government, Public or Auxiliary Categories.*

DAILY EQUIPMENT RATES AND FEES

| EQUIPMENT | FEES | EQUIPMENT | FEES |
|------------------------------------------|----------------------|-----------------------------------------------|--------|
| <u>AUDIO / VISUAL EQUIPMENT</u> | | <u>FURNITURE</u> | |
| Dry Erase Board w/ Easel & Markers .. | \$5.00 | Dance Floors | |
| Flip Chart w/ Easel and Markers | 15.00 | Portable (3' x 3' per section) | \$2.00 |
| A/V Cart | 2.00 | Vinyl-Marley (full floor) | 300.00 |
| Projectors | | Lecterns | |
| 16 MM w/ Operator (hourly) | 30.00 | Table Top | 5.00 |
| 35 MM Slide w/ Remote | 15.00 | Standing | 5.00 |
| Overhead | 15.00 | Lectern w/ Mic | 15.00 |
| Multimedia | 25.00 | Pianos | |
| Video / VCR / Front Screen | 30.00 | Steinway Grand | 50.00 |
| Screen | 5.00 | Grand in Ballroom | 150.00 |
| Telephone or Speaker Phone | 10.00 | Upright Yamaha | 25.00 |
| Teleconference Unit | 15.00 | Staging (4'x 8' per section) | 5.00 |
| VCR / Monitor | 15.00 | Sofa Section (relocated) | 5.00 |
| VCR Only | 10.00 | Coat Check Set Up (Client Serviced) | 25.00 |
| <u>COFFEE / TEA SERVICE</u> | | <u>OFFICE SERVICES</u> | |
| 100 Cup (w/supplies) | 75.00 | Computer Rates: | |
| 55 Cup (w/ supplies) | 50.00 | Client Use (hourly) | 10.00 |
| 30 Cup (w/ supplies) | 30.00 | Copy Services: (per page) | |
| 12 Cup (w/ supplies) | 15.00 | Letter | 0.15 |
| Additional Pot | 50% of original cost | Legal | 0.20 |
| Mirror Tub with Ice | 2.00 | Double Sided (per side) | 0.10 |
| <u>SOUND REINFORCEMENT</u> | | Transparencies | 0.25 |
| Cassette Deck | 15.00 | Client Supplies Paper | 0.10 |
| Compact Disc Player | 15.00 | Fax Rates: | |
| Compact Disc Player w/ Discs | 20.00 | Local-Send & Receive | 0.20 |
| Line Out, In Facility | 20.00 | Long Distance-Send, 1st Page .. | 5.00 |
| Line Out, Out of Facility | 40.00 | Long Distance-Send, Add. Page . | 0.20 |
| Microphone w/ Stand | 10.00 | Long Distance-Receive | 0.20 |
| Microphone, Wireless | 10.00 | City Wide Faxing Service, 1st Page | 20.00 |
| DMX Cable Music | 15.00 | City Wide Faxing Service, 2nd Page | 10.00 |
| Portable Mixer / Amplifier | 30.00 | Laminating (per page-event related only) | 2.00 |
| Direct Box | 5.00 | <u>MISCELLANEOUS</u> | |
| Speakers (each) | 15.00 | Administrative Fee | 20.00 |
| <u>LIGHTING</u> | | Display Case (per month) | 10.00 |
| Band Stage w/ Gels (max. 6 lights) | 40.00 | Gaffers Tape (1/2 roll) | 10.00 |
| Followspot | 25.00 | Storage Fee (minimum | 10.00 |
| Gobo & Gel | 10.00 | Fabric Steamer | 10.00 |
| Hilight w/ Gel | 10.00 | Punch Bowl | 10.00 |
| Mirror Ball w/2 lights | 20.00 | Soda / Beer Cooler | 10.00 |
| Orbits (each) | 10.00 | Cash Register | 10.00 |
| Complex Light Surcharge | 50.00 | Food Surcharge | |
| <u>DECORATIONS</u> | | Minor | 10.00 |
| Christmas Tree (Green 6') | 10.00 | Basic | 20.00 |
| Candles | 2.00 | Major | 50.00 |
| Palm Trees (each) | 10.00 | | |
| Fireplace | 10.00 | | |
| Fountain | 10.00 | | |
| Arch w/ Lattice | 25.00 | | |
| Slit Drape Change - 13 | 50.00 | | |
| Slit Drape Change - 26 | 100.00 | | |

PACKAGES, AND SERVICES AND MOVIE RATES

DAILY RATES

PACKAGES

COMMERCIAL RESIDENT - 10% NON-PROFIT - 25%

VIDEO VISUAL

Limited AV Package

Choice of any 3 items: Dry Erase Board, Flip Chart, Overhead, Slide Projector, Screen, TV/VCR

30.00 27.00 22.50

Unlimited AV Package

Unlimited use of: Dry Erase Board, Flip Chart, Overhead, Slide Projector, Screen, TV/VCR (as available)

80.00 72.00 60.00

Large Screen Video Package

Includes: 10' x 14' Screen, Video Projector, Front or Rear Projection

100.00 90.00 75.00

SOUND REINFORCEMENT

Limited Sound Package

10 to 15 items Including: Microphones, Speakers, Mixer / Amplifier, Direct Boxes, Etc. Also includes speaker stands, cables, and personnel for setup and tear down

150.00 135.00 112.50

Unlimited Sound Package

All Civic Center Sound Equipment as Available. Please call for complete list. Also includes speaker stands, cables and personnel for setup and tear down.

300.00 270.00 225.00

THEATRICAL LIGHTING

Per Light Fee (Theatre or Ballroom)

10.00 NA NA

Theatre Lighting

1-21 Lights with Gels (each)

10.00 NA NA

22-59 Lights with Gels

220.00 198.00 165.00

60+ Lights with Gels

450.00 405.00 337.50

Ballroom Lighting

1-60 Lights with Gels (each)

10.00 NA NA

Complex Light Surcharge (Ballroom)

Additional charge for preplanning & Lightboard M for complicated light setups.

50.00 NA NA

House Plot

10.00 NA NA

Electric Fee (per hour for rehearsals)

10.00 NA NA

MISCELLANEOUS PACKAGES

Movie Package

150.00 Base Fee + 50.00 Per Show

One Ballroom Party Package

Choice of 4: 2 Decorative Lights, Small Stage, Small Dance Floor, Cassette Deck, CD Player, Coffee/Tea Setup, 1 Hr. Staff Time, 1 Hr. Overtime (Microphone included)

200.00 180.00 160.00

Two Ballroom Party Package (same options as above)

300.00 270.00 240.00

Trade Booth

35.00 NA 28.00

Includes: 8' x 18" or 6' x 30" Table and Table Drape

One time charge / 3 day maximum

SERVICES

Staff Time: No Discounts are given for Staff Time

Technical per hour

25.00 25.00 25.00

General per hour

20.00 20.00 20.00

MOVIES/CONCESSIONS:

Movie Admittance Concessions

6.00 NA NA
To be determined by Director

VALDEZ CONVENTION AND CIVIC CENTER

COMMERCIAL CATERING PERCENTAGES AND FEES

The following charges apply to the commercial "Participating Caterers" of the Valdez Civic Center. The percentages listed are applied to the gross charges for food and alcohol services. Percentages do not apply to gratuity, linens or other non-food services.

Kitchen & Inventory

| | | <u>Per Day</u> |
|------------------------------------------|-------|----------------------------------------------------|
| Full Kitchen w/ Inventory | 12% | or \$50 minimum |
| Drop Off | 7% | or \$10 minimum |
| Prep Day | | 1 day included w/event day if kitchen is available |
| Off site event in conjunction w/CC event | 10% | |
| Use for Off site event only | \$400 | |

Alcohol Service

| | | |
|----------------------------------|------|---------------------------|
| Alcohol Service | 12% | or \$20 minimum |
| Speed Bar (w/ syrups & register) | \$30 | |
| Hand Pour Bar | \$15 | Caterer must provide soda |
| Glassware (per 50) | \$5 | |
| Additional Cash Register | \$10 | |

Storage Per Day

| | | |
|----------------------------|------|------------------------------|
| Minor | \$5 | Under 5 items, linens, etc. |
| Major | \$15 | More than 5 items in kitchen |
| Refrigerator/Freezer | \$30 | |

Equipment

| | | |
|-------------------------------------|------------|--|
| Buffet Carts (ea) w/pans & lids ... | \$15 | |
| Chaffers (w/o sterno) | \$5 | |
| Other Items | negotiable | |

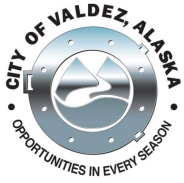
Miscellaneous

If more than 2 items are used the Full Kitchen percentage will be charged.

| | | |
|--------------------------------------|----------------------------------------------|---------------------------|
| Untimely cleanup fine - Per Day | \$400 | Full Kitchen Rate per day |
| Staff Time (per hour) | \$20 | |
| Mobile Storage Cabinets (per month) | \$10 | |
| Late Payment | 10.5% annual interest | |
| Lost key/Facility left open | \$50 | plus damages |
| Broken or missing equipment | Retail cost rounded up to next dollar amount | |
| Late Inventory Checkout | \$100 | |
| Late Catering Permit-Filing Fee | \$60 | |
| Late Kitchen Application Fee | \$60 | |

Additional Information

1. Invoice is due 7days following event.
2. Caterers may donate up to \$250. Donation documentation must be included with the invoice.
3. All equipment and inventory must remain on site at the Civic Center



Legislation Text

File #: RES 19-0040, **Version:** 1

ITEM TITLE:

#19-40 - Setting Rates and Fees for Parks & Recreation Program Registration and Facility Rentals and Repealing Resolution No. 11-64 Formerly Setting Rates and Fees

SUBMITTED BY: Nicholas Farline, PRCS Director

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution # 19-40

SUMMARY STATEMENT:

Parks and Recreation rates and fees were last adopted by resolution in 2011. Additions to and remodel of the aquatic center dictate an update to the fee structure of the aquatic center. Recreation programming and Recreation Center rates and fees were also due to be adjusted.

The PRCS Director and the Parks & Recreation Commission both recommend Council adopt the rates and fees as described in Resolution #19-40.

CITY OF VALDEZ, ALASKA

RESOLUTION #19-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, SETTING RATES AND FEES FOR PARKS AND RECREATION PROGRAM REGISTRATION AND FACILITY RENTALS AND REPEALING RESOLUTION NO. 11-64 FORMERLY SETTING RATES AND FEES

WHEREAS, the City of Valdez has many parks and recreation programs and facilities for use by the citizens of Valdez and visitors to the community; and

WHEREAS, the City of Valdez has established additional opportunities for our community to enjoy the aquatic center, parks, and recreation facilities; and

WHEREAS, the City of Valdez last updated its parks and recreation fee schedule in 2011; and

WHEREAS, the City of Valdez must make amendments to the current fee schedule to more appropriately reflect value of offered programming and facilities while still keeping fees low for Valdez residents; and

WHEREAS, the City of Valdez must update the current programming and facility registration process to both provide required notice and user acknowledgement of inherent risk associated with parks and recreation activities and to gather statistics useful for future resource allocation and program planning.

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

Section 1. Resolution #11-64 is hereby repealed.

Section 2. The adopted schedule for Parks and Recreation Programs and Facilities Rates and Fees is attached and incorporated herein as Attachment A.

Section 3. This resolution shall take effect upon adoption.

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

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

ATTACHMENT A

PARKS AND RECREATION PROGRAMS AND FACILITIES
SCHEDULE OF RATES AND FEES

I. GENERAL STIPULATIONS:

- A. The Parks, Recreation & Cultural Services Director shall have the authority to waive the user fee in cases of demonstrated need by an individual so as to ensure that participation is not limited because of financial constraints.
- B. Rates and fees shall not exceed prices set forth herein. Reduced rates and fees may be offered based on demonstrated need, e.g. financial hardship, or in conjunction with discounts and promotional offers. Commercial activity does not qualify for discounts.
- C. Cleaning and/or damage fees may be incurred if rentals are not returned on time in complete, clean, dry, and serviceable condition, save normal wear and tear. Cleaning fees begin at \$5 and shall not exceed \$150. Repair and replacement fees vary and include up to but not to exceed the item's full retail value plus associated acquisition costs, e.g., shipping. Cost of damage shall be determined by PRCS staff.
- D. Terms and Definitions:
1. *Youth*: 17 yrs. old and under.
 2. *Adult*: 18-61 yrs. old.
 3. *Senior*: 62 yrs. old and up.
 4. *Commercial*: Any activity wherein fees are charged in order to access or participate; -or- sales/donations occur during the event; -or- the purpose of the event is to distribute information and/or introduce a product that may result in present or future sales/donations.
- E. MEMBERSHIP
- | | |
|---------------------------------------------------------|------|
| 1. Resident | FREE |
| 2. Non-Resident Adult (3-month)..... | \$90 |
| 3. Non-Resident Youth, Senior, Military (3-month) | \$55 |
| 4. Non-Resident Disabled | FREE |

PRCS Membership is based on City of Valdez residency.

Membership benefits:

- Free access to Valdez City Pool and other PRCS facilities.
- 10% discount on program registration and facility rentals*.
- Early registration access
- Benefits are subject to change based on community needs and department resources.

**Does not apply to Facility Rental Scheduling fees.*

II. SWIMMING POOL

Daily Rate

| | |
|------------------------------------------|------|
| Member | FREE |
| Non-Member Adult | \$5 |
| Non-Member Youth, Senior, Military | \$3 |
| Disabled | FREE |

Instructional Programs

| | |
|-------------|-------------------------|
| Youth | Not to exceed \$10/hour |
| Adult. | Not to exceed \$7/hour |

Rentals

| | |
|-------------------------------------------------------------------------|----------------|
| Reservation Fee (non-refundable) | \$10 |
| Pool, Large | \$30/hour |
| Pool, Small | \$30/hour |
| Waiting Room | \$20 flat rate |
| Attraction, Rock Wall and Rope Swing..... | \$15/hour |
| Attraction, Waterslide | \$15/hour |
| Whole Facility (incl. both pools, waiting room, and 1 attraction) | \$80/hour |

Commercial Rentals

| | |
|----------------------------------------------------|-----------|
| Pool, ea..... | \$50/hour |
| Pool, ea. – Swim Club/Invitational Swim Meet | \$40/hour |
| 1 st Swim Lane | \$30/hour |
| Each additional lane | \$4/hour |
| Additional Guard Staff | \$15/hour |

III. RECREATION PROGRAMS AND CLASSES:

| | |
|--------------------------------------------------------------|-------------------------------------------------------|
| General Recreation Programs- Youth (non-instructional) | Not to exceed \$10/hour |
| General Recreation Programs- Adult (non-instructional) | Not to exceed 15/hour |
| General Instruction- Youth..... | Not to exceed \$15/hour |
| General Instruction- Adult..... | Not to exceed \$20/hour |
| Sports Leagues & Other Programs | TBD by PRCS Director (Hourly rate + material cost) |

IV. IKE “WOODY” WOODMAN RECREATION CENTER:

Rentals

| | |
|----------------------------------------|----------------|
| Room, ea. (Dance Room, Game Room)..... | \$20/hour |
| Patio | \$10/hour |
| Mighty Mite Toys | \$10 flat rate |
| DJ lights & sound equipment..... | \$20 flat rate |

Commercial Rentals

| | |
|----------------------------------------|-----------|
| Room, ea. (Dance Room, Game Room)..... | \$30/hour |
|----------------------------------------|-----------|

*optional cleaning fee TBD by PRCS Director up to \$250

V. PARK SHELTERS AND FACILITIES AND EQUIPMENT:

| | |
|---------------------------------------------------------|------------------------------------------------------------------------------------------|
| Picnic Shelter/Park Reservation..... | Minimum \$25 + \$6/hour |
| Goldfields Softball Complex..... | Minimum \$100 + \$10/hour |
| *optional cleaning fee TBD by PRCS Director up to \$250 | |
| Equipment rental and relocation..... | Fee to be set by the PRCS Director based on equipment value and personnel costs |

Commercial Rentals

| | |
|---------------------------------------------------------|-----------|
| Facility Reservation | \$25/hour |
| *optional cleaning fee TBD by PRCS Director up to \$250 | |

VI. CLIMBING WALL

| | |
|----------------------|-----------|
| Admission..... | FREE |
| Gear Rental | FREE |
| Facility Rental..... | \$30/hour |

VII. SALMONBERRY SKI BILL

| | |
|-----------------|------|
| Admission | FREE |
|-----------------|------|

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 11-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING USER FEES FOR PARKS AND RECREATION PROGRAMS AND FACILITIES TO ESTABLISH A REGISTRATION FEE FOR THE SALMONBERRY SKI HILL AND REPEALING RESOLUTION NO. 09-03 FORMERLY SETTING RATES AND FEES

WHEREAS, the City of Valdez has many parks and recreation programs and facilities for use by the citizens of Valdez and visitors to the community; and

WHEREAS, the City of Valdez has established another opportunity for our community to enjoy the outdoors, through the restoration of the Salmonberry Ski Hill; and

WHEREAS, the City of Valdez would like to establish a seasonal registration fee for Salmonberry Ski Hill users which will serve as a mechanism to gather use statistics and also provide notification and required acknowledgement by users of the inherent risk associated with skiing and sledding.

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


Section 1. Resolution 09-03 is hereby repealed.

Section 2. The schedule of Parks and Recreation Programs and Facilities Rates and Fees, attached and incorporated herein as Attachment A, is amended to include Section 7, Salmonberry Ski Hill.

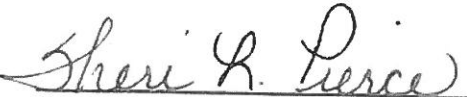
Section 3. This resolution shall take effect upon adoption.

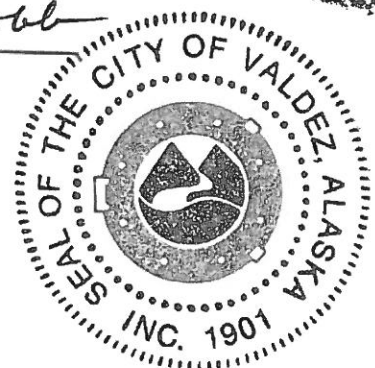
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 3rd day of October, 2011.

CITY OF VALDEZ, ALASKA


David C. Cobb, Mayor

ATTEST:


Sheri L. Pierce, MMC, City Clerk



RESOLUTION 11-64

ATTACHMENT A

SCHEDULE OF PARKS AND RECREATION PROGRAMS AND FACILITIES
RATES AND FEES

I. GENERAL STIPULATIONS:

1. A family rate shall be established for all instructional programs. This rate shall be full price for the first two children, one-half price for the third child and no additional charge for four or more children. A family shall be defined as mother and/or father and dependent children 18 years of age or younger.
2. The City Manager shall have the authority to waive the user fee in cases of demonstrated need by an individual so as to ensure that participation is not limited because of financial constraints.

II. SWIMMING POOL:

1. Non-Instructional Hourly Swims that are structured activities but have limited space (examples: lap swim, open kayaking, etc) **Free**
2. Non-Instructional Hourly Swims that are open activities but do not have limited space (examples: open swim, family swim, etc.) **Free**
3. Non-Instructional Hourly Swims - Family Rate **Free**
4. Instructional Swims that are structured per hour (example: lessons, aquacise, etc)..... **\$3.50 per hour/Youth
\$4.50 per hour/Adult**
5. Senior Citizen Discount..... **\$1.00 off lowest rate
for all activities**

CLUB FEES:

1. \$15.00 per pool/per hour during non-peak hours
 2. Competitive Rent-By-Lane = \$4.00 per lane/per hour if scheduled with a shared activity
- Res. # 09-03 - Schedule of Parks and Recreation Programs and Facilities Rates and Fees – page 2

GENERAL POOL RENTALS:

1. Scheduling Fee – Non-refundable **\$10.00**
2. Multi-Purpose Room **\$10.00 per hour**
3. Small Pool with 1 Lifeguard **\$15.00 per hour**
4. Small Pool with 2 Lifeguards **\$25.00 per hour**
5. Large Pool with 1 Lifeguard **\$20.00 per hour**
6. Large Pool with 2 Lifeguards **\$30.00 per hour**

III. RECREATION PROGRAMS AND CLASSES:

- | | | |
|----|-----------------------------------------------------------------------|----------------------------------|
| 1. | Instructional programs for children..... | not to exceed \$4.00 per hour |
| 2. | Instructional programs for adults..... | not to exceed \$7.00 per hour |
| 3. | Adult Sports Leagues..... | actual cost of providing program |
| 4. | General Recreation Programs for children (Non-Instructional) | not to exceed \$3.00 per hour |
| 5. | General Recreation Programs for adults..... (Non-Instructional) | not to exceed \$4.00 per hour |

IV. WOODY WOODMAN TEEN CENTER:

- | | | |
|----|--------------------------------------------------------------------------------|---------------------------------------------------------|
| 1. | Single-Use Party/Meeting Rentals | |
| a. | Package 1 | Includes room rental and tables and chairs |
| | | Per room \$20.00 per hour |
| | | Whole Building \$40.00 per hour |
| b. | Package 2 | Includes rental, tables & chairs, plus lights and music |
| | | Per room \$30.00 per hour |
| | | Whole Building \$55.00 per hour |
| c. | Package 3 | Includes above, plus kitchen or BBQ pit use |
| | | Per room \$40.00 per hour |
| | | Whole building \$65.00 per hour |
| 2. | Extended Term Class Rentals (minimum of 6 rentals) \$15.00 per hour / per room | |
| 3. | Miscellaneous Services/supplies | Not to exceed \$3.00 per person |
| 4. | Refundable Cleaning/Damage Deposit | \$50.00 |

V. PARK SHELTERS AND FACILITIES AND EQUIPMENT:

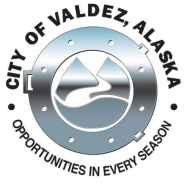
- | | | |
|----|-------------------------------------------|----------------------------------------------------------------------------|
| 1. | Picnic Shelter/Park Reservation (6 hours) | \$25.00 |
| | Each additional hour | \$10.00 / not to exceed \$150 per calendar day |
| 2. | Goldfields Softball Complex (6 hours) | \$50.00 |
| | Each additional hour | \$20.00 / not to exceed \$150 per calendar day |
| 3. | Commercial events with an admission fee | \$20.00 per hour / not to exceed \$300 per calendar day |
| 4. | Refundable cleaning / damage deposit | \$50.00 / Shelters \$100 / Goldfields |
| 5. | Equipment rental and relocation | Fee to be set by the Director based on equipment value and personnel costs |

VI. CLIMBING WALL

- | | | |
|----|-------------------|----------------------------|
| 1. | Single Use | <u>Free</u> <u>Free</u> |
| 2. | Single-Use Rental | \$20.00 per hour |

VII. SALMONBERRY SKI HILL

- | | | |
|----|----------------------------|---------|
| 1. | Seasonal Registration Pass | \$10.00 |
|----|----------------------------|---------|



Legislation Text

File #: 19-0342, **Version:** 1

ITEM TITLE:

Procurement Report: Professional Services Agreement with RSA Engineering for Hermon Hutchens Elementary Waterline Replacement Project in the Amount of \$38,460 and for Valdez High School Waterline Replacement Project in the Amount of \$35,426

SUBMITTED BY: Brad Sontag, Capital Facilities Project Manager I

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Project Description- Hermon Hutchens Elementary School waterline replacement project and the Valdez High School waterline replacement project will be designed separately, resulting in two professional services agreements. The design scope will include replacement of the domestic cold water, hot water, and hot water recirculation piping in the buildings. The piping will be replaced to the existing fixtures where access to the piping is available. Where access to piping is not possible, piping will be connected to the existing branch piping with isolation valves or routed exposed to the fixture.

Project Schedule- The contractor must complete the project within 180 days of written notice to proceed.

Project Estimate- \$38,460 Hermon Hutchens Elementary School; \$35,426 Valdez High School

Report Filed per City Code 2.80.040



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and **RSA Engineering, Inc.** (“Consultant”) is effective on the _day of _____ 20__.

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

**Project: HHES Waterline Replacement
Project No: 19-350-1809
Contract No.: 1530
Cost Code: 350-0310-55000.1809**

Consultant’s project manager under this agreement is Brain Pekar.

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

City’s project manager is Brad Sontag.

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

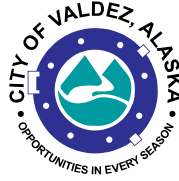
2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

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

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



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
Project No.
Contract No.
Cost Code:



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

RSA Engineering, Inc.

**CITY OF VALDEZ, ALASKA
APPROVED:**

BY: _____

Roxanne Murphy, Interim City Manager

DATE: _____

City Manager

TITLE: _____

Date: _____

FEDERAL ID #: _____

ATTEST:

Mailing Address

Sheri L. Pierce, MMC, City Clerk

City, State, Zip Code

Date: _____

RECOMMENDED:

Signature of Company Secretary or Attest

Nathan Duval, Capital Facilities Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jon S. Wakeland

Date: _____

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



Appendix A

Scope of Work

BASIC SERVICES

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

The design scope will include replacement of the domestic cold water, hot water, and hot water recirculation piping in the building. The piping will be replaced to the existing fixtures where access to the piping is available. Where access to piping is not possible, piping will be connected to the existing branch piping with isolation valves or routed exposed to the fixture.

The scope of work is more specifically described in the attached proposal dated July, 22nd 2019 which is incorporated herein by reference.

Appendix B

Basis of Compensation

On completion of work and submission of invoices, the City shall pay to consultant the compensation as follows:

Payment shall be made based on the proposed fee and shall not exceed \$38,460 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).

Agreement for Professional Services
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Cost Code:



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.

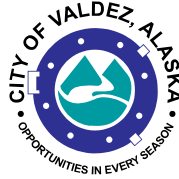
Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

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.

Agreement for Professional Services
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II. Information and Services from Others:

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

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

III. Indemnification

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

IV. Insurance:

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

Agreement for Professional Services
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Cost Code:



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

V. Payments:

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

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

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

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

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

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

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

VI. Changes:

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

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

VII. Audits and Records:

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

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

VIII. Inspections:

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

IX. Termination or Suspension:

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

Agreement for Professional Services
Project
Project No.
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fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

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

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

X. Officials Not to Benefit:

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

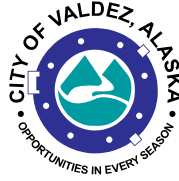
XI. Independent Consultant:

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

XII. Ownership of Work Products:

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

Agreement for Professional Services
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Project No.
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Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

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

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

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

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

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

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

XIV. Claims and Disputes:

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

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

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Cost Code:

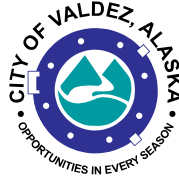


to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event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

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

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

Agreement for Professional Services
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Project No.
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Cost Code:



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

XV. Extent of Agreement:

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

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

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

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

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

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

XVI. Governing Laws:

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

XVII. Minimum Wages:

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



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and **RSA Engineering, Inc.** (“Consultant”) is effective on the _day of _____ 20__.

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

**Project: VHS Waterline Replacement
Project No: 19-350-1810
Contract No.: 1531
Cost Code: 350-0310-55000.1810**

Consultant’s project manager under this agreement is Brain Pekar.

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

City’s project manager is Brad Sontag.

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

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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 |

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

RSA Engineering, Inc.

**CITY OF VALDEZ, ALASKA
APPROVED:**

BY: _____

Roxanne Murphy, Interim City Manager

DATE: _____

City Manager

TITLE: _____

Date: _____

FEDERAL ID #: _____

ATTEST:

Mailing Address

Sheri L. Pierce, MMC, City Clerk

City, State, Zip Code

Date: _____

RECOMMENDED:

Signature of Company Secretary or Attest

Nathan Duval, Capital Facilities Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jon S. Wakeland

Date: _____

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Appendix A

Scope of Work

BASIC SERVICES

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

The design scope will include replacement of the domestic cold water, hot water, and hot water recirculation piping in the school portion of the building. The piping will be replaced to the existing fixtures where access to the piping is available. Where access to piping is not possible, piping will be connected to the existing branch piping with isolation valves or routed exposed to the fixture.

The scope of work is more specifically described in the attached proposal dated July 22nd, 2019 which is incorporated herein by reference.

Appendix B

Basis of Compensation

On completion of work and submission of invoices, the City shall pay to consultant the compensation as follows:

Payment shall be made based on the proposed fee and shall not exceed \$35,426 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).



Appendix C General Conditions

I. Definitions:

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

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

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

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

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

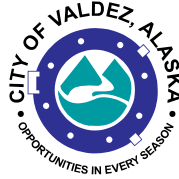
Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

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

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

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

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



II. Information and Services from Others:

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

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

III. Indemnification

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

IV. Insurance:

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

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

V. Payments:

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

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

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

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

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

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

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

VI. Changes:

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

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

VII. Audits and Records:

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

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

VIII. Inspections:

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

IX. Termination or Suspension:

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

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

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

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

X. Officials Not to Benefit:

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

XI. Independent Consultant:

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

XII. Ownership of Work Products:

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

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

XIII. Subconsultants, Successors and Assigns:

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

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

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

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

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

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

XIV. Claims and Disputes:

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

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

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

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

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

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

XV. Extent of Agreement:

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

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

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

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

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

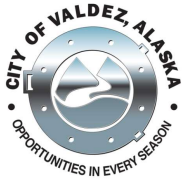
The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require payment of such taxes by any Subconsultant or any other persons in the performance of this Agreement.

XVI. Governing Laws:

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

XVII. Minimum Wages:

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



Legislation Text

File #: 19-0343, **Version:** 1

ITEM TITLE:

June / July 2019 New Boat Harbor Report

SUBMITTED BY: Nathan Duval, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

Please see attached New Boat Harbor report for the months of June and July 2019. As the project is substantially complete, additional updates pertaining to project close-out will be presented as needed or as significant milestones are achieved.

June / July 2019

VALDEZ NEW BOAT HARBOR

© Gary Minish

CONSTRUCTION

Phase 2 Uplands Facilities and Inner Harbor Facilities

Pacific Pile and Marine (PPM) and subcontractors intermittently performed contract work, Punchlist tasks, Warranty service, and closeout paperwork. Harris Sand & Gravel (HSG) completed the paving and striping, placed topsoil, hydroseed and several trees at the east end of the Uplands. Zastrow finished the main entrance sign. Puffin Electric replaced a defective circuit breaker for one of the cranes on the Drive-Down Float and helped Harbormaster staff troubleshoot card reader and control issues.

DESIGN TEAM - CONSTRUCTION SUPPORT

R&M continued processing outstanding submittals and resubmittals and helped resolve work completion and punchlist problems. R&M performed pre-final civil/structural inspections, RSA inspected the electrical work, and R&M reported on the lab analysis results of samples taken from simulated bilge water before and after treatment by the Oil Trap system. Lab analysis of the treated water showed reduction in some contaminants of concern, but the Oil Trap process still needs to be adjusted to improve the cleanup per Oil Trap's performance objectives. There will be follow up treatment, sampling and analysis.

PROJECT ACHIEVEMENTS

- Completed landscaping, asphalt paving and striping at east end of the site
- Performed Substantial Completion inspections for in-water work and remaining sitework items
- Started assigning slips and boats started using the new harbor
- Received ADEC Interim Approval to Operate the Public Water System at the harbor
- Held Public Ceremony on June 29th to officially open the harbor for operation
- Initiated a mediation process with Phase 2 Contractor to resolve open cost issues



Lots of people, in food line above, enjoyed the beautiful day and the Grand Opening for the new harbor

JUNE / JULY 2019 PROJECT UPDATE (CONT.)

USACE NAVIGATION IMPROVEMENTS

The Coast Guard installed the Aids to Navigation (ATON) features on the breakwaters at the harbor entrance. The City is following up with USACE and Coast Guard on installing markers on two navigation piling outside the harbor entrance. The City contract with USACE is still open.

FUTURE MILESTONES

- Confirm the Oil Trap treatment of bilge water satisfies contract requirements
- Close out City and USACE contract for navigation dredging and breakwater work
- Complete all Work and Punchlist items, reconcile quantities and costs, and close out Phase 2 Construction Contract
- Obtain ADEC Final Approval to Operate the Public Water System at the harbor
- Complete the testing, procedures and permitting to dispose the treated bilge water



A one-person watercraft operator conscientiously practices "No Wake" speed near the big boats at R-Float. Photo courtesy of J. Talbott.

PROJECT TEAM

Nate Duval, Capital Facilities Project Manager, City of Valdez || 907.835.5478 ext. 1

Ronnie Barcak, Project Manager, USACE || 907.753.5755

Kim Nielsen, Group Manager, Waterfront Engineering, R&M Consultants || 907.646.9602

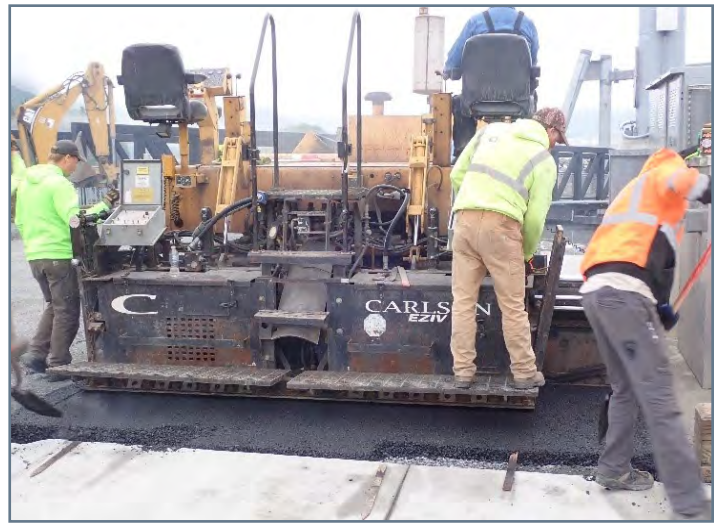
Andy Romine, Project Manager, Pacific Pile and Marine || 907.360.4580

Ron Rozak, Construction Manager, Arcadis || 907.382.2933





Coast Guard helicopter lowering a Navigation Aid to crew for installing at harbor entrance. Photo courtesy of J. Talbott.



Spreading asphalt to finish pavement at east end of Uplands



Seiners crews repair nets at the new Drive-Down Float. Photo courtesy of J. Talbott.



T-Float during Grand Opening; water cannons on SERVS tugs celebrate the event outside the harbor



One week after the Grand Opening; seiners using the Drive-Down Float. Tenders moored at R-Float; Large Seiners at S and T floats; mixture of vessels beyond Photo courtesy of J. Talbott.

PROJECT SCHEDULE

| Task | 2016 | 2017 | | | | 2018 | | | | 2019 | | | |
|-------------------------------------------------------------------------|------|------|----|----|----|------|----|----|----|------|----|----|-----|
| | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| CITY OF VALDEZ WORK | | | | | | | | | | | | | |
| Phase 1 Uplands (Civil work except paving) | | | | | | | | | | | | | |
| Phase 2 * | | | | | | | | | | | | | *** |
| Design/Bid/Award/NTP | | | | | | | | | | | | | |
| Mooring Floats | | | | | | | | | | | | | |
| Fabrication/Delivery | | | | | | | | | | | | | |
| On-site Construction including M&E startup | | | | | | | | | | | | | |
| Drive Down Float | | | | | | | | | | | | | |
| Fabrication/Delivery | | | | | | | | | | | | | |
| On-site Construction including M&E startup | | | | | | | | | | | | | |
| In-water Rock Removal | | | | | | | | | | | | | |
| West Rock | | | | | | | | | | | | | |
| East Rock | | | | | | | | | | | | | |
| Uplands Facilities (Warehouse, East Restroom, Bilge Water Bldg.) | | | | | | | | | | | | | |
| Fabrication/Delivery | | | | | | | | | | | | | |
| On-site Construction | | | | | | | | | | | | | |
| Paving/Landscaping/Site Furnishings | | | | | | | | | | | | | |
| Master Waterfront Plan (To be determined) | | | | | | | | | | | | | |
| Phase 3 Future Facilities (To be determined with Master Plan) | | | | | | | | | | | | | |
| Launch Ramp, Fish Cleaning Station, Wash-Down Pad, W. Restroom | | | | | | | | | | | | | |
| CORPS OF ENGINEERS (USACE) WORK | | | | | | | | | | | | | |
| Harbor Dredging and Breakwater Construction** | | | | | | | | | | | | | |

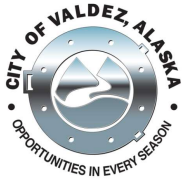
*Solid lines reflect PPM's July 2019 schedule. ** WMC contract for dredging and breakwater is complete. *** Contract requires Phase 2 work be completed by October 1, 2019.

BUDGET SUMMARY

| Description | Original Budget | Revised Budget | Committed | Expenditures 7/31/19 | % Spent | Estimate at Completion |
|-----------------------------------------------|-----------------|----------------|---------------|----------------------|---------|------------------------|
| DESIGN | \$ 2,451,971 | \$ 3,892,420 | \$ 3,892,420 | \$ 3,736,973 | 96% | \$ 3,892,420 |
| Design | \$ 1,851,971 | \$ 2,215,983 | \$ 2,215,983 | \$ 2,231,917 | 101% | \$ 2,231,917 |
| Design Team Services During Construction | \$ 600,000 | \$ 1,676,437 | \$ 1,676,437 | \$ 1,505,056 | 90% | \$ 1,660,503 |
| PROJECT MANAGEMENT | \$ 2,340,548 | \$ 3,091,906 | \$ 3,087,370 | \$ 2,985,302 | 97% | \$ 3,091,906 |
| Project Management | \$ 1,740,548 | \$ 2,710,369 | \$ 2,710,369 | \$ 2,609,572 | 96% | \$ 2,710,369 |
| Inspection/Testing | \$ 600,000 | \$ 381,537 | \$ 377,001 | \$ 375,730 | 98% | \$ 381,537 |
| USACE CONSTRUCTION - CITY PORTION | \$ 9,345,453 | \$ 7,440,980 | \$ 7,122,844 | \$ 4,738,650 | 64% | \$ 6,522,845 |
| Initial Basin | \$ 7,145,453 | \$ 7,060,980 | \$ 7,060,980 | \$ 4,676,785 | 66% | \$ 6,460,980 |
| Other Basin Modifications | \$ 2,200,000 | \$ 380,000 | \$ 61,864 | \$ 61,864 | 16% | \$ 61,864 |
| CITY CONSTRUCTION | \$ 39,023,904 | \$ 44,811,842 | \$ 44,734,675 | \$ 44,323,811 | 99% | \$ 44,797,621 |
| Phase 1 Uplands | \$ 19,013,040 | \$ 19,191,437 | \$ 19,191,437 | \$ 19,191,437 | 100% | \$ 19,191,437 |
| Phase 2 Base/Drivedown Floats, Uplands Fac. | \$ 8,976,100 | \$ 25,158,925 | \$ 25,158,925 | \$ 24,815,162 | 99% | \$ 25,144,705 |
| Upland Facilities (with Phase 2) | \$ 4,046,643 | \$ - | \$ - | \$ - | 0% | \$ - |
| Drive Down Float (with Phase 2) | \$ 4,951,721 | \$ - | \$ - | \$ - | 0% | \$ - |
| Drive-Down Float In-water Mods (with Phase 2) | \$ 1,342,500 | \$ - | \$ - | \$ - | 0% | \$ - |
| Hotel Hill Clearing | \$ 64,900 | \$ 64,900 | \$ 64,900 | \$ 64,900 | 100% | \$ 64,900 |
| Fish Cleaning | \$ 324,000 | \$ - | \$ - | \$ - | 0% | \$ - |
| Electric Primary | \$ 225,000 | \$ 311,579 | \$ 311,579 | \$ 252,312 | 81% | \$ 311,579 |
| CCTV/Security/Head End Equipment | \$ 80,000 | \$ 80,000 | \$ 2,834 | \$ - | 0% | \$ 80,000 |
| New Harbor Warehouse Modifications (F&W) | \$ - | \$ 5,000 | \$ 5,000 | \$ - | 0% | \$ 5,000 |
| ADMINISTRATION | \$ 60,000 | \$ 125,000 | \$ 106,745 | \$ 100,214 | 80% | \$ 125,000 |
| FFE | \$ 100,000 | \$ 140,000 | \$ 145,560 | \$ 112,059 | 80% | \$ 140,000 |
| CONTINGENCY (@ 15% original budget) | \$ 7,998,281 | \$ 1,818,009 | | | | \$ 2,750,366 |
| TOTAL CITY FUNDED | \$ 61,320,158 | \$ 61,320,158 | \$ 59,089,615 | \$ 55,997,010 | 91% | \$ 61,320,158 |
| USACE FUNDED** | \$ 21,277,761 | \$ 21,277,761 | \$ 21,277,761 | \$ 20,558,716 | 97% | \$ 21,277,761 |
| TOTAL CITY/USACE FUNDING | \$ 82,597,919 | \$ 82,597,919 | \$ 80,367,376 | \$ 76,555,726 | 93% | \$ 82,597,919 |

* Data includes expenses from 5/22/14 which is the start of Bond eligible costs authorized by COV Resolution 14-33. \$254,321.77 in R&M expenses and other costs are not included.

** Reconciliation with USACE is in process; updates and closeout are anticipated.



Legislation Text

File #: 19-0344, **Version:** 1

ITEM TITLE:

PRCS Quarterly Newsletter & Pool Update

SUBMITTED BY: Nicholas Farline, Director PRCS

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Attached is the PRCS Quarterly Newsletter from April-June 2019.

Attached is the Pool Update. Due to the timing of this meeting and submission of agenda items the Grand Reopening of the Pool took place on August 18th 2019.



PRCS QUARTERLY NEWSLETTER

Q2 Edition: April-June 2019

- Civic & Convention Center
- Parks Maintenance
- Recreation Center
- Valdez Consortium Library

Director Updates:

Nicolas Farline, PRCS Director

- P&R Mission and Vision Task Force
- Master Planning Recruitment Initiative
- 2020 Youth Summer Program
- New Internship Model Implemented
- Various updates to entity MOU's, RFP's, and agreements
- Hired new Recreation Manager: Tyler Florence

Civic & Convention Center

- Hosted The Last Frontier Theatre Conference. Record Number of theatre patrons for the performances.
- Over 2100 Civic Center Cinema tickets were sold this quarter with approximately \$17,000 in gross ticket sales.
- The Alaska Telephone Conference which holds a yearly conference of telephone providers and technicians from all over the state enjoyed a successful event at the Civic Center during the first of the quarter.
- To date, over 1200 Viking Cruise Ship guests have attended a showing of the movie "Between the Glacier and the Sea" at the Civic Center throughout the summer.



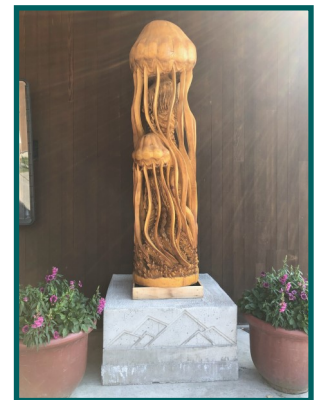
New flag pole with landscaping and pathway down to Ruth Pond.

A fire sprinkler activation drenched hundreds of gallons of water in the electrical and boiler room causing a shut-down of the Civic Center on Sunday, July 7th. Our



maintenance department and local electricians worked diligently to have service restored to

1 of 2 new swings that have recently arrived outside the Civic Center.



Pictured is one of thirteen wood carvings that can be found in various locations around Valdez. The jellyfish at the Civic Center was mounted and installed by the Parks Maintenance crew.

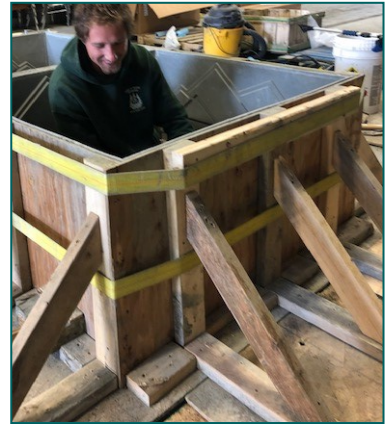
Parks Maintenance

Major Projects:

- Chainsaw Carving Repairs and Installation

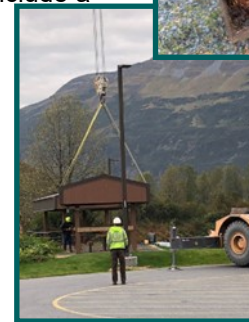
Concrete base forms were built, poured, and then cured and rebuilt. This was repeated four times as we did not have enough of the salvaged concrete stamps to pour more than two at a time.

The forms were designed with fork holes to lift and move the artwork easily. The concrete stamps were re-used from the Egan Street seat wall project. Treated 4x12's were anchored into the concrete to then attach the carvings, so that they may be removed for maintenance or replaced as needed.



- Civic Center Shelter Area Rebuild

The old shelters were rotten and no longer safe to use. Park Maintenance took them off of the hill using a crane and the rotten legs were cut down to the usable wood. They were then placed atop concrete pillars we built and stamped using the salvaged Egan Street seat wall stamps. The area was then turned into a new flagpole location adjacent to the light pole and will supply the required night lighting of the US flag. A trail was also created which links into the Ruth Pond trail. Other amenities include a safety fence along the steep hill edge and two new uddy glider swings.



- Trail Work

Also at the Civic Center, a new extension was built from the Overlook Trail west-end to allow our many cruise ship visitors easy access to the trail without walking up the paved roadway or through a parking lot to begin their hike. This is a much safer avenue to see the town from above.



Parks Maintenance

Objectives met this quarter:

April

- Interviews, hiring and training of summer staff
- Grooming to begin no later than April 15th
- Chainsaw carving repairs and installation work
- Tower drop retrieval
- Aerator Installation on Ruth Pond
- Begin clearing Yellow Building
- MOA with softball and little league (driven by Director w/ info from PM)
- Met with MWR and coordinated early access preparation for "May Day Fly In Early Bird Camping"
- Begin Coordinating cleanup of range with USCG (U.S. Coast Guard)
- Remove Ski Hill handles...close for season
- Cemetery Expansion plan begins

May

- Chainsaw carving repairs and installation work
- Provide event services for:
- May Day Fly In
- Military Appreciation day
- School District BBQ
- City Clean-Up day
- Flower pick up from 80 mile
- Interviewing hire and training new staff
- Ball field Prep
- Junior High Volunteer Day
- Clean and prep all courts
- Playground and parks inspections begin
- Dog Park Prep and water line blow out and activate
- Pressure washing all rental venues for use
- Airmen's Memorial Installation
- Construct Rebar cages for shelter post replacement
- Begin moving out summer amenities to parks
- VCS (Valdez City Schools) use of Dock Point and MC (Mineral Creek) State Park access schedule and plan
- Headstone installations begin
- Ladd/Barr replacement
- Trenching for electrical wiring of ski hill sheds
- Ski Hill barn Install

May (continued)

- Prep for West Egan construction and yellow building demo, move everything to storage
- Paint Civic Center Transplanted shelters
- Work with streets on bulldozing Frisbee Golf and Archery
- Follow up conditional use permit for MC Trails with Com Dev
- Finish meals (dog park area) grading, drainage, and hydro seeding.

June

- Chainsaw carving repairs and installation work
- Provide event services for:
- Relay for life
- Fish derby set up
- Cruise ships
- Harbor Grand Opening
- Up to FULL staff
- Finish Putting out tables, cans
- Putting up all seasonal signage
- Training ALL summer staff on facilities, machinery operations, projects, trails, power tool ops
- Trail clearing
- MC (Mineral Creek) State Park
- Wagon Road
- Overlook
- Ruth Pond
- Dock Point
- Goat Trail
- Spiral Mountain
- North Meyring Shelter contract demolition product retrieval and storage
- Begin Archery installation in cooperation with PWSC and Steve Shields
- Chainsaw Carving Installation
- Hydro-seeding project areas
- Harbor grand opening stage and ceremony prep and sage build.

Parks Maintenance

Looking Forward:

July

- Provide event services for:
 - July 4th events
 - Kids derby
 - Cruise ships
- Anchor all barns
- Install Civic Center Flag pole and landscaping
- Continue work on Disc golf course
- Build archery targets
- Archery turf work
- Installation of archery and fencing and signage
- Paint Nebesna sheds
- Finish turf work at North Meyring picnic shelter old location
- Begin construction on barn extension at ski hill for snow machine storage
- Install new signage at natural use areas
- Legal concerns follow up
- Trail Clearing

Recreation

Ike “Woody” Woodman Recreation Center

Community Rec Hours:

Designated unstructured recreation hours for all ages. A responsible guardian must accompany participants under 8 years of age. Monday – Friday: 9am – 7pm & Saturday: 12pm – 7pm Attendees get full access to the game room. Billiards, ping pong, air hockey, foosball, Xbox One, and a plethora of board games. Cash-only snack bar is open with a variety of sweet & savory snacks.

Tot Gym:

During Summer Fun Camps, the dance room was unavailable for Mighty Mites. In its place, we offered Tot Gym at Hermon Hutchens Elementary School Gym. Like Mighty Mites, Tot Gym is for parents and their children under 6 years of age. Mon/Wed: 9:30 – 11am.

This program was unstructured playtime for little ones. A small variety of big wheels, assorted gym equipment (balls, juggling & ribbons), as well as the bouldering wall were available to use. This activity was drop-in. All children needed to be accompanied.

Facility Rentals:

Due to Summer Fun Camps, the dance room was not available for reservations in July. The game room provides full-access to all of the gaming equipment.

Dance Room rentals, with an additional flat-rate fee can accommodate Mighty Mite toys, which seems to be a hit for toddler birthdays. The BBQ Patio is open for the season and can be reserved as an addition to a dance room and/or game room rental.



Recreation Center Game Room

Recreation Center

Summer Fun Camps:

Structured, full-day camps for children entering 1st through 8th grade. Monday – Friday, 9:00AM– 5:00PM. Each day offered an assortment of outdoor recreation, games, arts & crafts, and S.T.E.M. (Science, Technology, Engineering, and Mathematics) learning.

Activities were programmed and planned by the Adult & Youth Activities Coordinator, Recreation Center Coordinator, Recreation Center Office Assistant and P&R Interns.

Week 1: Week of Rock (Rock Climbing & Geology)

Week 2: Wild Week (Hiking, Wildlife & Plant Life)

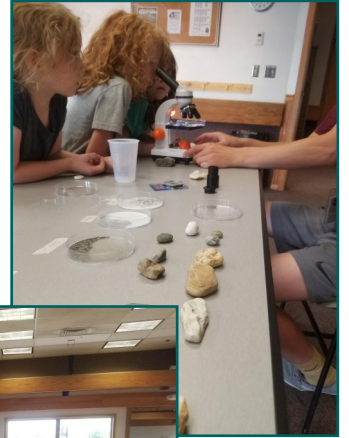
Week 3: Making Waves (Water Sports & Lakes, Ponds, Rivers and Ocean)

Looking Forward:

- 4th of July Kid's Gold Panning
- Fall Explorers– Thursday's in September

Job Opportunity:

We are recruiting for a Recreation Center Programmer to facilitate a variety of recreation activities, classes & events. Apply via the City of Valdez website. www.valdezak.gov/jobs.



Summer Fun Camp gives children the opportunity to learn about their environment through creative activities and field trips.

Adult & Youth

In July, Adult & Youth Activities assisted in summer camps, organized a 5k, hosted gym activities, and organized group hikes!

In July, gym activities were limited due to construction at the school's and resurfacing of the gym floors. Below is the attendance for our July programming;

- Pickleball: We hosted 9.5 hours of Pickleball with 24 participants
- Rockwall Adult Climb: We hosted 3 hours of Adult Climb with 17 participants
- Rockwall Family Climb: We hosted 7.5 hours of Family climb with 69 participants
- Group Hikes: We hosted 3 group hikes with 15 participants

Summer Fun: We hosted three weeks of camps:

Week of Rock: 17 participants

Wild Week: 19 participants

Making Waves: 22 participants

4th of July Uncle Salmon 5k: We provided both a 1-mile race route and a 5k race route. We had 5 participants partake in the 1-mile race route and 133 participants partake in the 5k race route.



Summer Fun Camp Mineral Creek hike during Wild Week.

Looking Forward:

- H.A.W.K. is underway, gym activities will resume fall schedules in August, preparing for September events~SWAN 5k, Rock Climbing Clinics with Marcus Garcia in partnership with PWSC.

Recreation Center

Aquatics

The Aquatics Coordinator has been working on plans for Canoe Jousting for the 4th of July Festival and Gold Rush Days.

The Aquatics Coordinator is also working on re-writes of our facility Operation Manuals for the Rec Center, Ski Hill, Gyms & Rock Wall, Aquatic Center, and our Outdoor/Adventure Programs.

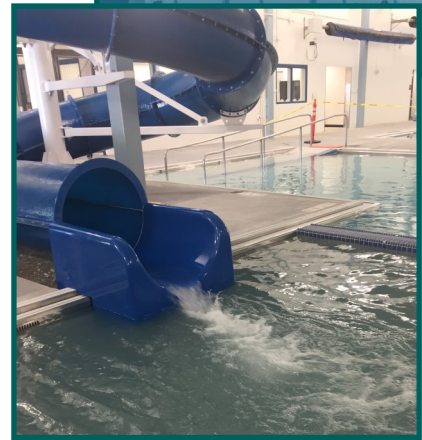
Work has also been done to prepare for the re-opening of the pool facility, to include recruitment of staff, working out new operation plans to include front desk operations, and a new pool schedule. We're working towards an Open House and Ribbon Cutting Ceremony to happen Sunday, August 18th and to be open to the public starting on Wednesday, August 21st.

Looking Forward:

Lifeguard Class: August 12th-14th 9:30am-8:00pm, Ribbon Cutting Ceremony & Open House, August 18th, 2019; 4:00pm, and First Public Open Swim, August 21st, 2019; 7:00pm.

In the interim, Aquatic Coordinator's location has been moved to the Rec Center, and phone number is 835-6598 Ext. 1. I will be moving back to the pool mid-August.

We are still recruiting for many pool staff positions. Applications can be completed online at www.valdezak.gov/jobs.



Images of new waterside and removable rock wall which are two of numerous additions and up-grades completed during the renovation.

Valdez Consortium Library

Library Corner:

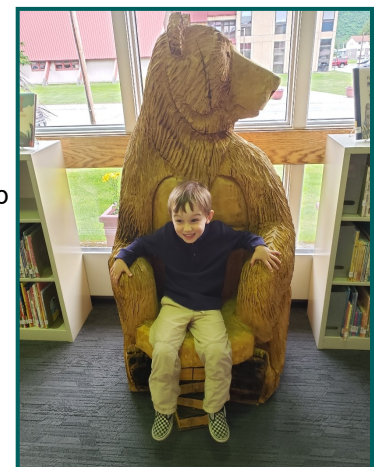
Summer Reading is in full swing at the Valdez Consortium Library, and there is still plenty of time to sign up and win some prizes! After just 10 hours of reading you will receive a prize bag with coupons for items around town, and you will be entered into the final grand prize drawing. The Summer Reading Program is open to all ages, stop by and sign up any time the library is open.



*Community Summer Reading Program.
"A Universe of Stories"*

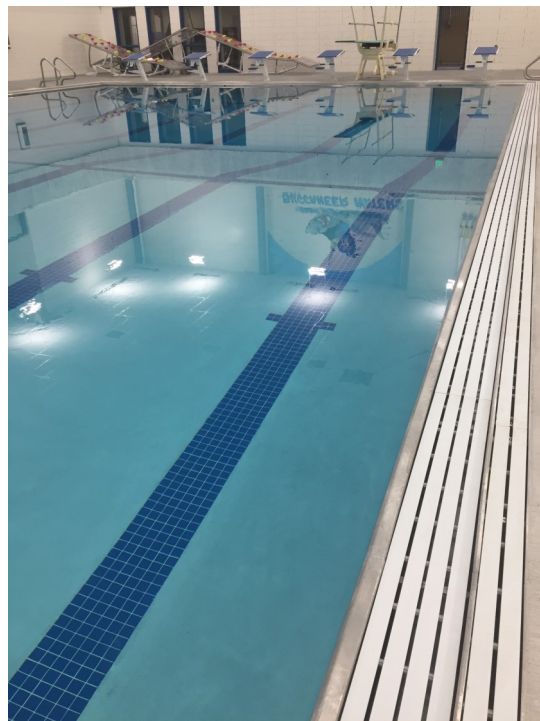
Want to know what else is happening at your library? Make sure you like and follow the Valdez Consortium Library's brand new Facebook page. This is the place to stay in the know about library programs and services.

<https://www.facebook.com/ValdezLibrary/>

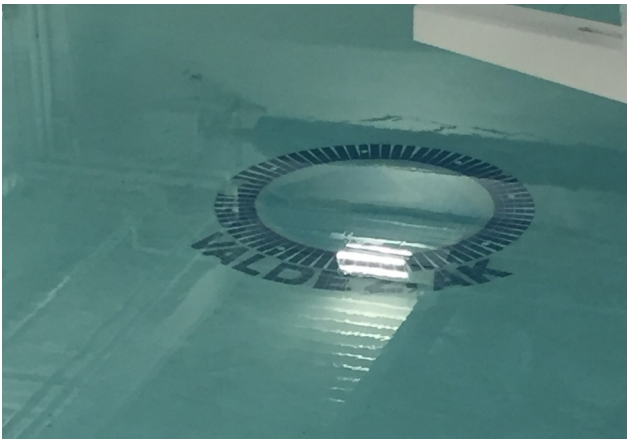


*Caption: Youth enjoying reading time on the carved bear chair.
Photo taken by Susan Love*

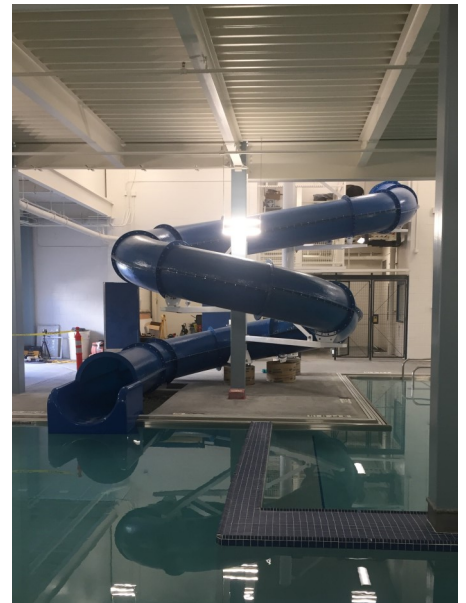
Pool Renovation Project



Natatorium—upgraded lighting, new ceiling grid, air handler exchange, replaced gutters, pools were stripped down to the concrete and rebuilt. New tiles, depth markers, new plaster lining of the pool, and the concrete deck was stripped



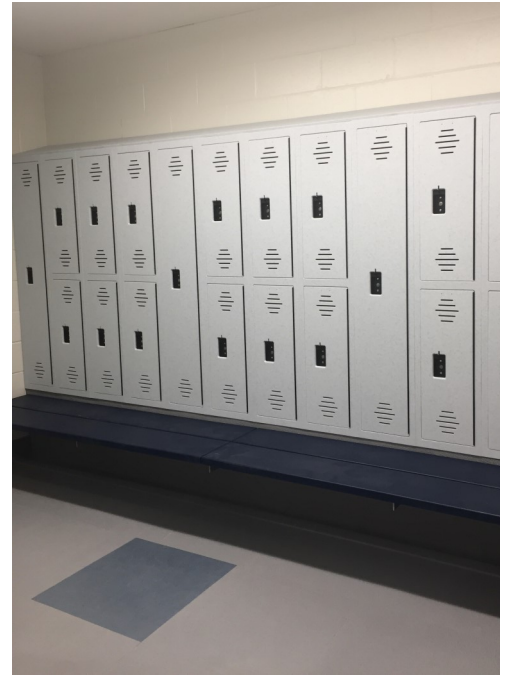
Valdez Logo retiled in the wading pool floor.



New Rock Wall feature added for more recreational opportunities!



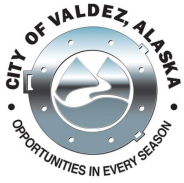
New Water Slide installed!



Locker Rooms— New flooring, new shower stalls, new lighting, new fixtures, upgraded lighting.



New Reception and front desk area—upgraded lighting and flooring, fresh paint



Legislation Text

File #: 19-0345, **Version:** 1

ITEM TITLE:

Valdez Police Department 2019 Mid-Year Report

SUBMITTED BY: Chief Bart Hinkle, Valdez Police Department

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

A 2019 mid-year report on the different functions of the Valdez Police Department: Law Enforcement, Public Safety (Dispatch & Corrections), Animal Control, and Code Enforcement.

Valdez Police Department 2019 Mid-Year Report

Police (January 1 – July 15)

- 3,281 calls for service
- 48 Criminal Arrests
 - 19 - Violate Conditions of Release
 - 4 - Failure to Appear
 - 4 – DUI - Misdemeanor
 - 3 – DV Assault in the 4th Degree – Misdemeanor
 - 1 – DV Assault in the 3rd Degree – Felony
 - 2 – DV Unlawful Contact – Misdemeanor
 - 3 – Theft
 - 3 – Resisting Arrest
 - 3 – Disorderly Conduct
 - 3 – Driving While License Revoked
 - 1 – Harassment
 - 1 – Criminal Mischief
 - 1 – Assault 4th non-DV
- 11 Criminal Summonses
- 2 Title 47 holds

Officer Naomi Mitchell completed the DPS Academy and Field Training program.

SRO spearheaded the Valdez Police Department Education Assistance Scholarship, which was awarded to a graduating senior for the first time.

VPD participated in numerous trainings thus far this year, with additional trainings slated for the second half of the year.

- Crime Scene Training (24 hrs.) – State Crime Lab
- Supervisor Training (2 days) – City of Valdez
- DV and SA refresher courses – Department of Public Safety
- CPR recertification – Valdez Fire Department
- Homemade Explosives Course (Bomb Squad) - ATF
- Sexual Assault Response Team training – Anchorage
- Street Crimes Seminar
- Homicide/Death Investigation Course 2 weeks– Fairbanks
- DARE training conference (SRO)
- Hazardous Devices School for Maritime Operations– ATF/FBI

Dispatch / Corrections (through July 15)

- Answered 10,000 incoming phone calls
- Answered 15 landline 9-1-1 calls
- Man days in jail: 328

- Man days on Electronic Monitoring: 1,236
- Processed 126 fingerprint cases
- Processed 105 court document cases

A Public Safety Technicians attended APSIN training in February. Additional members will attend in October. Also in October, Valdez Police Department will host a Time Accounting course. Multiple members will attend Emergency Medical Dispatch Training in August. PST personnel will attend an Electronic Monitoring course in September, while others will attend a Spillman (CAD and RMS database) conference that same month.

Animal Control (January 1 – June 30)

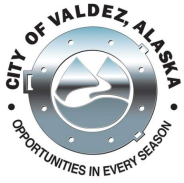
- Approximately 7644 visitors
- 106 Volunteers, working 178 hours
- 46 hours of Community Service
- 162 Animal Control cases
- 116 Animal calls
- 16 Bear Related calls
- 138 Dogs Licensed
- 59 Cremations performed
- Took in 91 animals (40 surrenders, 42 impounds, 9 protective custody)
- 73 Animals out (38 adopted, 35 returned to owner)
- 2 orphan Brown Bear cubs transferred to Alaska Zoo for re-homing

Animal Control staff attended the Alaska Animal Control Association conference in May and will attend additional annual training in October, satisfying their continuing education requirements to remain nationally certified.

Code Enforcement (through July 24)

- Engaged in a Public Information Campaign
 - Work Sessions, Council Meetings, Door Hangers, Post Office Box Mailers, KCHU “Coffee Talk” appearance, Social Media, 4th of July booth
- Implemented MyGov software, specific to Code Enforcement/Nuisance Abatement
- Developed, and presented, the Code Enforcement Implementation Plan
- Established partnership with Valdez Realty Property Management on future engagements
- Administered the Vehicle Abatement Program
 - 106 vehicles slated to be voluntarily removed from Valdez (89 off private property, 17 off of public land)
- 4 Voluntary Compliance Agreements entered into
- Issued 3 Notice and Order of Abatement

The Code Enforcement Officer attended the International Code Conference in March.



Legislation Text

File #: 19-0346, **Version:** 1

ITEM TITLE:

Treasury Report - June, 2019

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

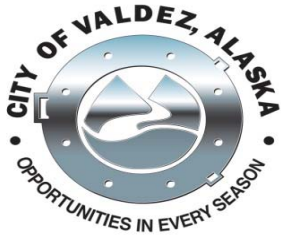
Funding Source: n/a

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Monthly treasury report per City Code

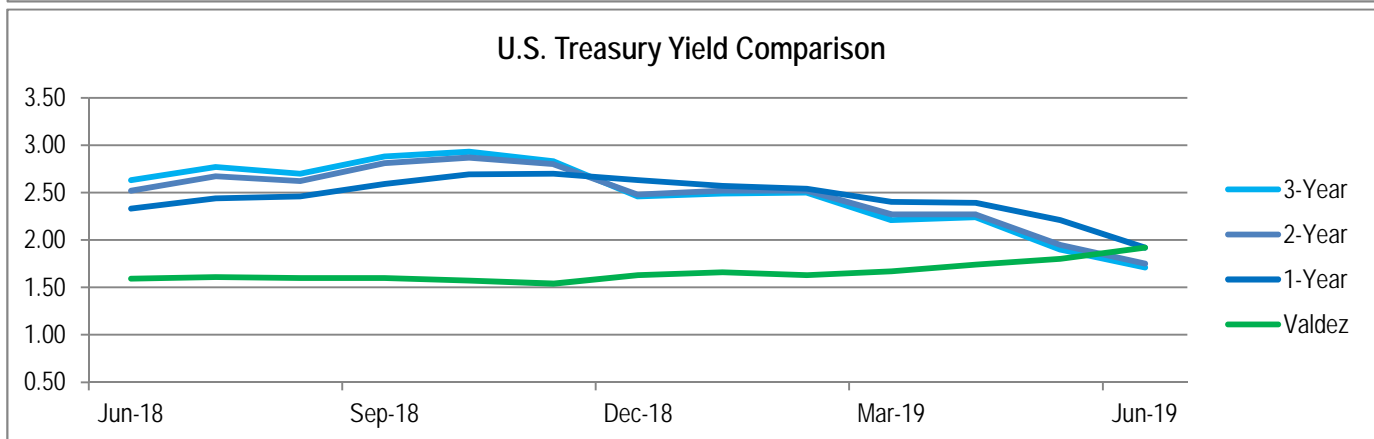
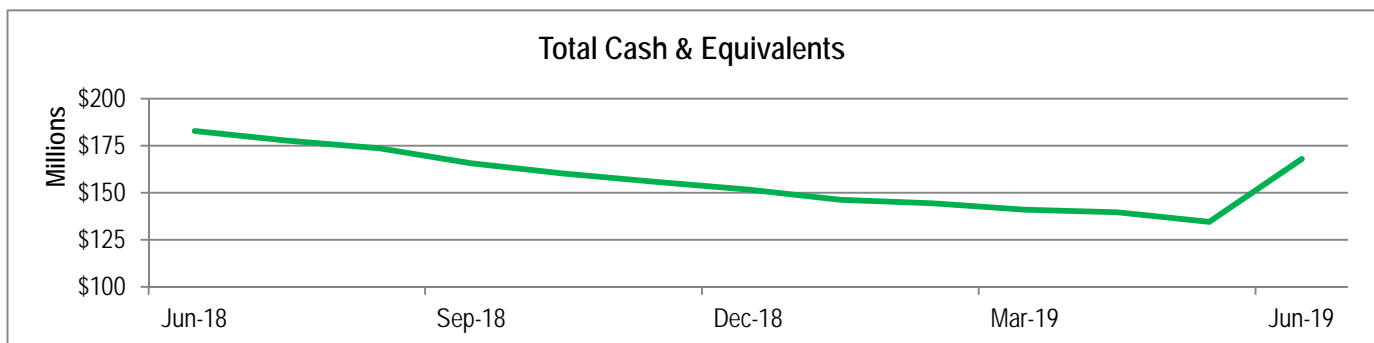


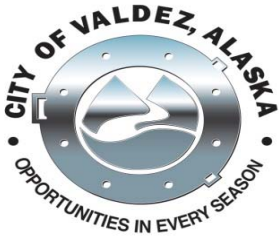
MONTHLY TREASURY REPORT

Period Ending: June 30, 2019

Prepared By: Jordan Nelson, Financial Analyst

| | | Begin | | | | End | | |
|-------------------------|-------------|--------------------|--------------------|---------------------|--------------------|--------------|--------------|--|
| | | <u>Balance</u> | <u>Debits</u> | <u>Credits</u> | <u>Balance</u> | <u>Yield</u> | <u>Notes</u> | |
| Central Treasury | | 125,006,355 | 110,075,539 | (76,174,578) | 158,907,315 | 1.94% | | |
| Central Treasury | Wells Fargo | 120,885,970 | 436,874 | (11,853,000) | 109,469,844 | 1.79% | | |
| Money Market | Wells Fargo | - | 51,700,000 | (2,900,000) | 48,800,000 | 2.29% | 1 | |
| AMLIP | Key Bank | 2,228,470 | 8,621 | (2,237,091) | - | 2.23% | 2 | |
| Checking | Wells Fargo | 1,901,479 | 56,592,357 | (57,852,648) | 641,188 | 0.00% | | |
| Payroll | Wells Fargo | (9,564) | 1,337,686 | (1,331,839) | (3,717) | 0.00% | | |
| Restricted | | 9,542,940 | 78,530 | (15) | 9,621,455 | 1.64% | | |
| Debt Service | Wells Fargo | 9,534,775 | 78,530 | - | 9,613,305 | 1.64% | | |
| Police | Wells Fargo | 8,165 | 0 | (15) | 8,150 | 0.00% | | |
| Total | | 134,549,295 | 110,154,069 | (76,174,593) | 168,528,770 | 1.92% | | |



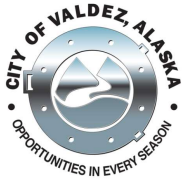


MONTHLY TREASURY REPORT

Period Ending: June 30, 2019

NOTES:

- 1 As of Jun 6, 2019 available treasury funds were invested in Wells Fargo "Government Money Market Fund"
- 2 As of Jun 5, 2019 available treasury funds were liquidated from Key Bank's "Alaska Municipal League Investment Pool"



Legislation Text

File #: 19-0347, **Version:** 1

ITEM TITLE:

Quarterly Financial Statements - June 30, 2019

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

- The attached quarterly financial statements reflect budget to actual activity through 6/30/2019.
- These statements are unaudited. Fund balances reflect staff's best estimates of year-end 2018 balances.
- September 30 financial statements will include audited fund balances.
- This report omits Permanent Fund data, which is not yet available from Callan. Staff will present this separately at the September 3 work session.



FINANCIAL SUMMARY AS OF 03/31/2019

Prepared By: Brian Carlson, Finance Director

Contact: bcarlson@ci.valdez.ak.us

(907) 834-3461

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| | ADOPTED BUDGET | REVISED BUDGET | BUDGET CHANGE | YTD ACTUAL | YTD TO BUDGET | NOTES |
|------------------------------------------|--------------------------|--------------------------|-------------------------|--------------------------|------------------|-------|
| GENERAL FUND SUMMARY | | | | | | |
| BEGINNING FUND BALANCE | 65,158,186 | 65,158,186 | - | 65,158,186 | | |
| REVENUE | 46,633,110 | 46,657,743 | 24,633 | 42,098,270 | 90.2% | |
| EXPENSE | <u>39,309,300</u> | <u>39,232,873</u> | <u>(76,427)</u> | <u>17,239,684</u> | 43.9% | |
| NET REVENUE (EXPENSE) | 7,323,810 | 7,424,870 | 101,060 | 24,858,586 | | |
| TRANSFERS IN | 3,081,000 | 4,331,238 | 1,250,238 | 1,250,238 | 28.9% | 1 |
| TRANSFERS OUT | <u>6,784,848</u> | <u>7,398,982</u> | <u>614,134</u> | <u>7,398,982</u> | 100.0% | |
| NET TRANSFERS IN (OUT) | (3,703,848) | (3,067,744) | 636,104 | (6,148,744) | | |
| ENDING FUND BALANCE | <u>68,778,148</u> | <u>69,515,312</u> | <u>737,164</u> | <u>83,868,028</u> | | |
| GENERAL FUND DETAIL | | | | | | |
| REVENUE | | | | | | |
| TAXES | 44,327,100 | 44,327,100 | - | 39,088,429 | 88.2% | |
| STATE SHARED | 350,711 | 350,711 | - | 1,472,996 | 420.0% | 2 |
| PILT | 731,300 | 731,300 | - | 3,392 | 0.5% | 3 |
| INTEREST | 251,700 | 251,700 | - | 886,598 | 352.2% | 4 |
| SERV CHARGES & SALES | 376,900 | 376,900 | - | 266,407 | 70.7% | |
| FED & STATE GRANTS | 377,449 | 380,082 | 2,633 | 257,133 | 67.7% | |
| UTILITIES | 150,000 | 150,000 | - | 73,907 | 49.3% | |
| LICENSES & PERMITS | 12,500 | 12,500 | - | 10,410 | 83.3% | |
| MISC | 6,250 | 6,250 | - | 3,233 | 51.7% | |
| RECREATION | 29,200 | 51,200 | 22,000 | 24,942 | 48.7% | |
| FINES & FORFEITURES | <u>20,000</u> | <u>20,000</u> | <u>-</u> | <u>10,822</u> | <u>54.1%</u> | |
| TOTAL REVENUE | 46,633,110 | 46,657,743 | 24,633 | 42,098,270 | 90.2% | |
| TRANSFERS IN | <u>3,081,000</u> | <u>4,331,238</u> | <u>1,250,238</u> | <u>1,250,238</u> | 28.9% | |
| TOTAL REVENUES & TRANSFERS IN | <u>49,714,110</u> | <u>50,988,981</u> | <u>1,274,871</u> | <u>43,348,507</u> | 85.0% | |

| | ADOPTED BUDGET | REVISED BUDGET | BUDGET CHANGE | YTD ACTUAL | YTD TO BUDGET | NOTES |
|---------------------------------------------------|-------------------|-------------------|------------------|-------------------|------------------|-------|
| GENERAL FUND DETAIL, CONT'D | | | | | | |
| DEPT EXPENSE | | | | | | |
| ADMINISTRATION | 823,403 | 823,403 | - | 367,531 | 44.6% | |
| ANIMAL CONTROL | 517,755 | 517,755 | - | 228,324 | 44.1% | |
| BUILDING MAINT | 2,007,129 | 2,007,129 | - | 828,805 | 41.3% | |
| CITY CLERK | 672,238 | 672,238 | - | 308,058 | 45.8% | |
| CITY COUNCIL | 343,063 | 343,063 | - | 187,163 | 54.6% | |
| CIVIC CENTER | 850,946 | 850,946 | - | 380,572 | 44.7% | |
| COMMUNITY DEVEL | 1,636,553 | 1,636,553 | - | 583,185 | 35.6% | 5 |
| ECON DEVEL | 766,227 | 770,477 | 4,250 | 338,481 | 43.9% | |
| ENGINEERING | 1,421,575 | 1,421,575 | - | 423,195 | 29.8% | 6 |
| FINANCE | 1,098,745 | 1,098,745 | - | 475,830 | 43.3% | |
| FIRE | 2,068,307 | 2,068,307 | - | 962,931 | 46.6% | |
| HOSPITAL | 130,000 | 130,000 | - | - | 0.0% | |
| INFORMATION TECH | 1,254,256 | 1,254,256 | - | 404,392 | 32.2% | 7 |
| INSURANCE | 291,575 | 291,575 | - | 150,375 | 51.6% | |
| LAW | 1,650,000 | 1,650,000 | - | 747,536 | 45.3% | |
| LAW ENFORCEMENT | 2,362,150 | 2,362,150 | - | 1,029,432 | 43.6% | |
| LIBRARY | 640,423 | 640,423 | - | 285,971 | 44.7% | |
| PARKS & REC | 1,194,410 | 1,194,410 | - | 453,151 | 37.9% | |
| PARKS MAINT | 771,415 | 795,155 | 23,740 | 352,669 | 44.4% | |
| PUB SAFETY SUPPORT | 1,489,845 | 1,489,845 | - | 570,156 | 38.3% | |
| SOLID WASTE | 1,877,305 | 1,877,305 | - | 684,162 | 36.4% | 8 |
| STREET/SHOP | 2,484,043 | 2,484,043 | - | 1,143,201 | 46.0% | |
| TOTAL DEPT EXPENSES | 26,351,363 | 26,379,353 | 27,990 | 10,905,120 | 41.3% | |
| SUPPORT EXPENSES | | | | | | |
| EDUCATION | 10,478,000 | 10,478,000 | - | 5,222,318 | 49.8% | |
| COMMUNITY SVC ORGS | 2,479,937 | 2,375,520 | (104,417) | 1,112,245 | 46.8% | |
| TOTAL SUPPORT EXPENSES | 12,957,937 | 12,853,520 | (104,417) | 6,334,563 | 49.3% | |
| TRANSFERS OUT | 6,784,848 | 7,398,982 | 614,134 | 7,398,982 | 100.0% | |
| TOTAL DEPT EXPENSE, SUPPORT & TRANSFER | 46,094,148 | 46,631,855 | 537,707 | 24,638,665 | 52.8% | |

| | ADOPTED BUDGET | REVISED BUDGET | BUDGET CHANGE | YTD ACTUAL | YTD TO BUDGET | NOTES |
|------------------------------|-------------------|-------------------|------------------|------------------|------------------|-------|
| SPECIAL REVENUE FUNDS | | | | | | |
| AIRPORT FUND | | | | | | |
| BEGINNING FUND BALANCE | 818,582 | 818,582 | - | 818,582 | | |
| REVENUE | 112,700 | 112,700 | - | 97,768 | 86.8% | 9 |
| EXPENSE | 377,499 | 377,499 | - | 167,537 | 44.4% | |
| NET REVENUE (EXPENSE) | (264,799) | (264,799) | - | (69,769) | | |
| NET TRANSFER IN (OUT) | 264,798 | 264,798 | - | 264,798 | | |
| ENDING FUND BALANCE | <u>818,581</u> | <u>818,581</u> | <u>-</u> | <u>1,013,611</u> | | |
| HARBOR FUND | | | | | | |
| BEGINNING FUND BALANCE | 2,022,405 | 2,022,405 | - | 2,022,405 | | |
| REVENUE | 2,157,053 | 2,157,053 | - | 1,173,673 | 54.4% | |
| EXPENSE | 1,703,575 | 2,506,632 | 803,057 | 816,264 | 32.6% | 10 |
| NET REVENUE (EXPENSE) | 453,478 | (349,579) | (803,057) | 357,409 | | |
| NET TRANSFER IN (OUT) | (453,479) | 349,578 | 803,057 | (443,762) | | |
| ENDING FUND BALANCE | <u>2,022,404</u> | <u>2,022,404</u> | <u>-</u> | <u>1,936,051</u> | | |
| PORT FUND | | | | | | |
| BEGINNING FUND BALANCE | 1,370,361 | 1,370,361 | - | 1,370,361 | | |
| REVENUE | 691,300 | 691,300 | - | 412,539 | 59.7% | |
| EXPENSE | 1,044,072 | 1,254,072 | 210,000 | 476,871 | 38.0% | |
| NET REVENUE (EXPENSE) | (352,772) | (562,772) | (210,000) | (64,332) | | |
| NET TRANSFER IN (OUT) | 352,772 | 352,772 | - | 352,772 | | |
| ENDING FUND BALANCE | <u>1,370,361</u> | <u>1,160,361</u> | <u>(210,000)</u> | <u>1,658,801</u> | | |

| | ADOPTED BUDGET | REVISED BUDGET | BUDGET CHANGE | YTD ACTUAL | YTD TO BUDGET | NOTES |
|---------------------------------------------|-------------------|-------------------|------------------|------------------|------------------|-------|
| SPECIAL REVENUE FUNDS, CONT'D | | | | | | |
| UTILITY FUND | | | | | | |
| BEGINNING FUND BALANCE | 1,898,297 | 1,898,297 | - | 1,898,297 | | |
| REVENUE | 525,200 | 525,200 | - | 421,203 | 80.2% | 11 |
| EXPENSE | 1,353,581 | 1,353,581 | - | 594,655 | 43.9% | |
| NET REVENUE (EXPENSE) | (828,381) | (828,381) | - | (173,452) | | |
| NET TRANSFER IN (OUT) | 828,381 | 828,381 | - | 828,381 | | |
| ENDING FUND BALANCE | <u>1,898,297</u> | <u>1,898,297</u> | <u>-</u> | <u>2,553,226</u> | | |
| GILSON MEDICAL CLINIC | | | | | | |
| BEGINNING FUND BALANCE | 414,722 | 414,722 | - | 414,722 | | |
| REVENUE | 144,200 | 144,200 | - | 83,914 | 58.2% | |
| EXPENSE | 88,450 | 88,450 | - | 28,971 | 32.8% | 12 |
| NET REVENUE (EXPENSE) | 55,750 | 55,750 | - | 54,943 | | |
| NET TRANSFER IN (OUT) | - | - | - | - | | |
| ENDING FUND BALANCE | <u>470,472</u> | <u>470,472</u> | <u>-</u> | <u>469,665</u> | | |
| VALDEZ HOUSING IMPROVEMENT AUTHORITY | | | | | | |
| BEGINNING FUND BALANCE | 2,649,836 | 2,649,836 | - | 2,649,836 | | |
| REVENUE | 20,000 | 20,000 | - | 50,118 | 251% | 13 |
| EXPENSE | - | - | - | - | - | |
| NET REVENUE (EXPENSE) | 20,000 | 20,000 | - | 50,118 | | |
| NET TRANSFER IN (OUT) | - | - | - | - | | |
| ENDING FUND BALANCE | <u>2,669,836</u> | <u>2,669,836</u> | <u>-</u> | <u>2,699,954</u> | | |
| OTHER GOVERNMENTAL FUNDS | | | | | | |
| DEBT SERVICE FUND | | | | | | |
| BEGINNING FUND BALANCE | 7,166,050 | 7,166,050 | - | 7,166,050 | | |
| REVENUE | 1,185,798 | 1,185,798 | - | 344,719 | 29.1% | 14 |
| EXPENSE | 1,785,401 | 1,785,401 | - | 1,115,976 | 62.5% | |
| NET REVENUE (EXPENSE) | (599,603) | (599,603) | - | (771,257) | | |
| NET TRANSFER IN (OUT) | - | - | - | - | | |
| ENDING FUND BALANCE | <u>6,566,447</u> | <u>6,566,447</u> | <u>-</u> | <u>6,394,793</u> | | |

Notes to Financial Summary

- ¹ Permanent Fund Appropriation is budgeted, transaction is pending council direction.
- ² Received unbudgeted National Forest Receipts
- ³ Federal PILT not received as of 6/30.
- ⁴ 06/30 interest earnings include unrealized gains on bond investments. COV typically holds its bond investments to maturity. Therefore, though unrealized gains/losses are reflected in periodic financial statements, they are never realized.
- ⁵ High dollar amount budgeted professional and contractual agreements not executed as of 6/30.
- ⁶ High dollar amount contractual agreements not executed as of 6/30.
- ⁷ High dollar amount contractual agreements not executed as of 6/30. Vacant position not filled since January.
- ⁸ High dollar amount contractual agreements not executed as of 6/30.
- ⁹ Some airport leases are billed annually in January.
- ¹⁰ High dollar amount budgeted professional and contractual agreements not executed as of 6/30.
- ¹¹ Utility services are billed quarterly in advance.
- ¹² No billing received from the PVMC for heat and electric as of 6/30.
- ¹³ 06/30 interest earnings include unrealized gains on bond investments. COV typically holds its bond investments to maturity. Therefore, though unrealized gains/losses are reflected in periodic financial statements, they are never realized.
- ¹⁴ Debt Service reimbursement requested but not paid yet.

| | | Adopted Budget | AMENDMENT | YTD Encumbrance | YTD Expense | Project Balance |
|-------------------|--------------------------------------|------------------|------------------|------------------|------------------|------------------|
| AIRP | Airport plumbing and restroom | 290,394 | (283,170) | 7,224 | - | - |
| AIRP Total | | 290,394 | (283,170) | 7,224 | - | - |
| BUIL | BUIL KELS Ph II Parks Storage | - | 5,280,000 | 258,029 | 15,905 | 5,006,066 |
| | BUIL KELS Ph II Yellow Building | - | 2,230,000 | - | 200 | 2,229,800 |
| | BUIL Parks Building Maintenance Shar | - | 280,000 | - | - | 280,000 |
| | BUILD Warehouse I Exterior | - | 30,000 | - | - | 30,000 |
| | City Buildings - Mobile General | 394,393 | (372,575) | 21,818 | - | - |
| | City Wide Storage Facility - | 25,000 | - | - | - | 25,000 |
| | Roof Replacements | 385,277 | (300,000) | 10,473 | 63,808 | 10,996 |
| | VHS Library Windows & Carpet | 100,000 | - | - | - | 100,000 |
| BUIL Total | | 904,671 | 7,147,425 | 290,320 | 79,913 | 7,681,862 |
| CLIN | MKG Medical Clinic Backup Generator | 75,000 | 150,000 | 4,976 | 11,286 | 208,738 |
| | MKG Medical Clinic Pipes | 332,759 | - | 1,800 | - | 330,959 |
| CLIN Total | | 407,759 | 150,000 | 6,776 | 11,286 | 539,697 |
| FLOO | Flood Mitigation (City Cont) | 37,199 | - | - | - | 37,199 |
| | Flood Mitigation Project | 276,494 | - | 1,028 | 603 | 274,863 |
| | Glacier Stream Upstream Design | 24 | - | - | - | 24 |
| | Glacier Stream Downstream Design | 73 | - | - | - | 73 |
| | South Lowe River Kicker Dike | 32,588 | - | - | - | 32,588 |
| | Watershed Match | 2,480 | - | - | - | 2,480 |
| FLOO Total | | 348,859 | - | 1,028 | 603 | 347,228 |
| HARB | HARB SBH H-K Repl | 300,000 | - | - | - | 300,000 |
| | HARB SBH LED Light Upgr | 336,247 | - | 4,127 | 111,307 | 220,814 |
| | New Harbor GO 2015 | 294,492 | - | 167,819 | 127,537 | (864) |
| | New Harbor Planning | 7,761,173 | - | 2,053,985 | 2,723,847 | 2,983,340 |
| | SBH Dredging | 241,089 | (222,759) | 18,330 | - | - |
| HARB Total | | 8,933,002 | (222,759) | 2,244,261 | 2,962,692 | 3,503,290 |
| MUSE | Air National Guard Memorial | 5,901 | - | - | - | 5,901 |

| | | Adopted Budget | AMENDMENT | YTD Encumbrance | YTD Expense | Project Balance |
|-------------------|----------------------------------|------------------|--------------------|-----------------|----------------|------------------|
| MUSE | MUSE New Museum | - | 350,000 | - | - | 350,000 |
| MUSE Total | | 5,901 | 350,000 | - | - | 355,901 |
| | | | | | | |
| PARK | Meyring Park (north) Upgrades | 36,059 | 600,000 | - | - | 636,059 |
| | PARK CEME Expansion | - | 150,000 | - | - | 150,000 |
| PARK Total | | 36,059 | 750,000 | - | - | 786,059 |
| | | | | | | |
| POFI | Fire Station -Assesment | 39,003 | (38,977) | 26 | - | - |
| | New Fire Station | 1,914,145 | (575,000) | 968,537 | 340,051 | 30,558 |
| POFI Total | | 1,953,148 | (613,977) | 968,563 | 340,051 | 30,558 |
| | | | | | | |
| PORT | City Contribution Exp | 362,723 | (288,013) | 24,609 | 6,241 | 43,860 |
| | City Dock Info & Interpretive | 65,709 | - | 31,410 | 34,299 | - |
| | Kelsey Dock Phase II (warehouse) | 330,103 | (42,450) | 187,468 | 115,353 | (15,168) |
| | PORT CONT LED Light Upgr | 439,227 | - | 22,159 | 310,333 | 106,736 |
| PORT Total | | 1,197,762 | (330,463) | 265,645 | 466,225 | 135,429 |
| | | | | | | |
| RESE | Project Contingency | 5,967,634 | (5,467,633) | - | - | 500,001 |
| RESE Total | | 5,967,634 | (5,467,633) | - | - | 500,001 |
| | | | | | | |
| SCHO | HHES Exterior Upgrade | 274,813 | (140,000) | 77,415 | 6,272 | 51,126 |
| | New Middle School | 1,353,185 | - | - | - | 1,353,185 |
| | Valdez City Schools ADA | 506,708 | - | 3,000 | - | 503,708 |
| | VHS Gym Floor Replacement | 2,608 | - | 1,608 | - | 1,000 |
| SCHO Total | | 2,137,314 | (140,000) | 82,023 | 6,272 | 1,909,018 |
| | | | | | | |
| SENI | Senior Center Canopies Grant | 67,450 | - | - | 6,000 | 61,450 |
| SENI Total | | 67,450 | - | - | 6,000 | 61,450 |
| | | | | | | |
| STRE | East Pioneer Reconstruction | 42,212 | - | 42,212 | - | - |
| | Egan Drive Beautification | 9,018 | - | 9,018 | - | - |
| | STRE Pavement Mgt PH I | - | 1,500,000 | - | - | 1,500,000 |
| | Whalen Ave Improvements | 2,097,410 | (2,095,641) | 1,769 | - | - |
| STRE Total | | 2,148,640 | (595,641) | 52,999 | - | 1,500,000 |

| | | Adopted Budget | AMENDMENT | YTD Encumbrance | YTD Expense | Project Balance |
|--------------------|--------------------------------|-------------------|------------------|------------------|------------------|-------------------|
| WASE | Airport Industrial Subd WaterS | 150,000 | - | - | - | 150,000 |
| | Alpine Woods Sewer Project | 332,950 | - | 237,328 | - | 95,622 |
| | North Tank Mineral Creek | 10,506 | - | 10,506 | - | - |
| | Sewer Force Main Assesment | 2,000,000 | - | - | - | 2,000,000 |
| | STP Generator Project | 35,087 | (30,098) | 4,989 | - | - |
| | STP Outfall Design | 2,083 | - | 2,083 | - | - |
| | WASE WATE New Well #5 | 1,513,007 | - | - | - | 1,513,007 |
| | Water/Sewer master plan | 33,046 | - | 33,046 | - | - |
| | Wellhouse 2 & 3 Backup Gen | 168,955 | (165,357) | 3,598 | - | - |
| | WASE Total | 4,245,634 | (195,455) | 291,549 | - | 3,758,629 |
| Grand Total | | 28,644,226 | 548,326 | 4,210,388 | 3,873,043 | 21,109,121 |

| | | Adopted Budget | AMENDMENT | YTD Encumbrance | YTD Expense | Project Balance |
|-------------------|--------------------------------------------------|------------------|------------------|-----------------|----------------|------------------|
| AIRP | AIRP Office Remodel | 200,000 | - | 3,921 | 17,575 | 178,504 |
| AIRP Total | | 200,000 | - | 3,921 | 17,575 | 178,504 |
| | | | | | | |
| BUIL | Animal Shelter-Kennel Curbs & Drains Replacement | 58,131 | 515,000 | 38,573 | 18,358 | 516,199 |
| | Baler - Day Tank | 6,000 | - | - | - | 6,000 |
| | BUIL Bale Overhead Door Repl | - | 100,000 | - | - | 100,000 |
| | BUIL BALE Waste Oil Furnance | - | 163,000 | - | 13,246 | 149,754 |
| | BUIL CITY Office Remodel | 50,000 | - | 3,567 | 14,266 | 32,167 |
| | BUIL City Panic and ADA Upgr | - | 25,000 | - | - | 25,000 |
| | BUIL CIVI Emergency Lighting | 25,000 | - | - | - | 25,000 |
| | BUIL CIVI Exterior Staining | 150,000 | 400,000 | 8,310 | 18,083 | 523,607 |
| | BUIL CIVI Stage Repairs & Refinishing | 5,583 | (4,583) | 1,000 | - | - |
| | BUIL DDC Systems and HVAC upgr | 195,119 | - | 12,114 | 51,960 | 131,045 |
| | BUIL Fuel tank Repl | 150,000 | - | - | - | 150,000 |
| | BUIL RECR Reception Remodel | 28,250 | - | - | 12,724 | 15,526 |
| | BUIL SENI Booster Heater | 31,625 | - | - | 28,750 | 2,875 |
| | Building Maint OH Door Upgrades | 50,000 | - | - | - | 50,000 |
| | City Hall Mold Asbestos Assessment | 123,282 | - | 2,265 | 1,750 | 119,267 |
| | City-wide Exit Signs | 120,725 | - | - | - | 120,725 |
| | Civic Center Weatherization Study/Design | 330 | - | - | - | 330 |
| | Hazmat Testing-various buildings | 245,886 | - | 8,871 | - | 237,015 |
| | Library-Repair and Repaint Walls | 49,089 | - | 7,869 | 6,513 | 34,707 |
| | Museum Entry Door Rpl & ADA Upgrade (design) | 2,420 | - | - | - | 2,420 |
| | Senior Center/City Hall-Elevator Controls | 72,420 | (72,420) | - | - | - |
| | Staff Relocation - Airport | 404 | (404) | - | - | - |
| BUIL Total | | 1,364,265 | 1,125,592 | 82,569 | 165,651 | 2,241,637 |
| | | | | | | |
| HARB | SBH - underwater inspections repairs | 215,906 | - | - | 45,048 | 170,858 |
| | SBH-Walk/Concrete/Fence Replacement | 150,000 | - | - | - | 150,000 |
| HARB Total | | 365,906 | - | - | 45,048 | 320,858 |

| | | Adopted Budget | AMENDMENT | YTD Encumbrance | YTD Expense | Project Balance |
|-------------------|----------------------------------------------|------------------|------------------|------------------|----------------|------------------|
| PARK | New Playground | 41 | (41) | - | - | - |
| | PARK Alpine Woods Playground | 60,000 | - | - | - | 60,000 |
| | PARK Shelter Structural Repa | 50,000 | - | 4,213 | 15,413 | 30,375 |
| PARK Total | | 110,041 | (41) | 4,213 | 15,413 | 90,375 |
| POFI | Fire Station I- Berthing Quarters (design) | 50,000 | - | - | - | 50,000 |
| | POFI FIRE Station 4 Backup Pow | 25,000 | - | - | - | 25,000 |
| | Police Storage Facility | 230,000 | - | - | - | 230,000 |
| | Police Technology Upgrade | 11,213 | - | - | - | 11,213 |
| POFI Total | | 316,213 | - | - | - | 316,213 |
| PORT | 2018 PORT Security Grant | 326,250 | - | 9,022 | 2,871 | 314,357 |
| | Airport HVAC Upgrades | 1,352,381 | (600,000) | 17,788 | - | 734,593 |
| | Airport-replace water lines | 41 | - | - | - | 41 |
| | Kelsey Dock Security Cameras | 15,000 | - | - | - | 15,000 |
| | PORT CONT Electrical Inspection, Maint, Repa | 4,416,367 | (500,000) | 3,287,403 | 13,124 | 615,841 |
| | PORT Kels Decking Repl | - | 550,000 | - | - | 550,000 |
| | Port Security Grant COV MATCH | 108,750 | - | 3,007 | 957 | 104,786 |
| | VCT R.E. Staite Building Improvements | 76,075 | - | - | - | 76,075 |
| | VCT Repairs | 689,101 | 300,213 | 25,755 | 875,753 | 87,807 |
| | VCT Safety Ladder Replacement | 39,985 | - | - | - | 39,985 |
| | VCT Security Gate Replacement | 17,156 | - | - | - | 17,156 |
| PORT Total | | 7,041,106 | (249,787) | 3,342,975 | 892,704 | 2,555,640 |
| RESE | Contingency Reserve | 170,191 | (149,620) | - | - | 20,571 |
| RESE Total | | 170,191 | (149,620) | - | - | 20,571 |
| SCHO | HHES Underground Fuel tank Replacement | 34,189 | - | 30,115 | 25,261 | (21,187) |
| | High School Restroom ADA Upgrade | 450,891 | (450,891) | - | - | - |
| | SCHO ADMIN Water Damage Abatement | 721,166 | - | 80,288 | 387,465 | 253,413 |
| | SCHO ADMIN Water Repl | 50,000 | - | 9,500 | 39,136 | 1,364 |
| | SCHO HERM Booster Heater | 27,247 | 9,000 | 974 | 34,525 | 748 |
| | SCHO HERM Generator Repl | 75,000 | - | - | - | 75,000 |
| | SCHO HERM Water Repl | 125,000 | - | - | - | 125,000 |

| | | Adopted Budget | AMENDMENT | YTD Encumbrance | YTD Expense | Project Balance |
|--------------------|-------------------------------------------------|-------------------|----------------|------------------|------------------|------------------|
| SCHO | SCHO HIGH Concrete Repl | 43,550 | 400,000 | 369,825 | 13,767 | 59,958 |
| | SCHO HIGH Exterior Caulking | - | 50,000 | - | - | 50,000 |
| | SCHO HIGH Generator Repl | 75,000 | - | - | - | 75,000 |
| | SCHO HIGH Water Repl | 125,000 | - | - | - | 125,000 |
| | School Contingency | 512 | - | - | - | 512 |
| | Swimming Pool Cover & Boiler Upgrade | 4,246,660 | - | 1,760,076 | 1,455,580 | 1,031,004 |
| | VHS Gym Acoustics | 1,545 | - | - | - | 1,545 |
| SCHO Total | | 5,975,760 | 8,109 | 2,250,778 | 1,955,733 | 1,777,357 |
| SENI | Senior Center Upgrades | 36,709 | 70,000 | - | 42,097 | 64,611 |
| SENI Total | | 36,709 | 70,000 | - | 42,097 | 64,611 |
| STRE | STRE E Hangita Impr | - | 40,000 | - | - | 40,000 |
| | STRE S Meals Curb, Gutter Sidewalk Repl | 202,350 | - | 2,350 | - | 200,000 |
| | STRE W Klutina Repave, Gutter and Sidewalk Repl | 209,541 | - | 86,913 | - | 122,628 |
| | Zook Sewer Extension | 600 | - | - | - | 600 |
| STRE Total | | 412,491 | 40,000 | 89,263 | - | 363,228 |
| Grand Total | | 15,992,683 | 844,253 | 5,773,720 | 3,134,221 | 7,928,995 |

| | | Adopted Budget | AMENDMENT | YTD Encumbrance | YTD Expense | Project Balance |
|--------------------|--------------------------------------------|------------------|------------------|-----------------|---------------|------------------|
| PROV | Hospital - Culvert at Truck Delivery Drive | 100,000 | - | - | - | 100,000 |
| | Hospital - Door Stops & Fire Door Closure | 75,000 | - | - | - | 75,000 |
| | Hospital - Humidity Control | - | - | - | - | - |
| | Hospital - Long Term Doors | - | 227,000 | - | - | 227,000 |
| | Hospital - Panic Bar Upgrade | 60,000 | - | - | - | 60,000 |
| | Hospital - Roof Maintenance | 100,000 | - | - | - | 100,000 |
| | Hospital - Security Enhancements | 100,000 | - | - | - | 100,000 |
| | Hospital Copper Pipe Replacement | 1,166,133 | 1,105,025 | 80,101 | 5,085 | 2,185,972 |
| | Hospital Duct Above Server Room | 42,770 | - | - | - | 42,770 |
| | Hospital Electrical Line Conditioner | 196,280 | - | - | - | 196,280 |
| | Hospital Emergency Lighting | - | - | - | - | - |
| | Hospital- Infection Control Enhancements | 348,592 | 185,435 | - | - | 534,027 |
| | Hospital New Power Supply | 42,892 | - | - | - | 42,892 |
| | Hospital Oxygen Generator Relocation | 113,752 | - | 8,033 | 10,368 | 95,351 |
| | Hospital Parking Lot Improvement | 21,187 | - | - | - | 21,187 |
| | Hospital Water/Snow Drainage Study | 44,745 | - | - | - | 44,745 |
| | PROV Maint Contingency | 127,030 | - | - | - | 127,030 |
| Grand Total | | 2,538,380 | 1,517,460 | 88,134 | 15,453 | 3,952,254 |

| | | Adopted Budget | Amendment | YTD Encumbrance | YTD Expenditures | Account Balance |
|-----------------------------|---------------------------------|------------------|----------------|--------------------|---------------------|--------------------|
| Administrative | Beautification Committee | 194,669 | - | - | 7,924 | 186,745 |
| | Budget Variance Reserve | 134,927 | 366,000 | - | - | 500,927 |
| | Council Contingency | 150,000 | - | 13,152 | 36,978 | 99,870 |
| | Dike Repairs | 546,107 | - | 16,795 | 16,909 | 512,403 |
| | EMPG Benefits | - | - | - | - | - |
| | EMPG Salaries and wages | 13,467 | - | - | 12,769 | 698 |
| | Energy Assistance Program | 958,932 | - | - | 710,727 | 248,205 |
| | Leave Liability Reserve | 285,621 | - | - | 167,076 | 118,544 |
| | LEPC Grant | - | - | - | - | - |
| | LEPC Grant Expense | 6,708 | - | 2,236 | 6,708 | (2,236) |
| | Nuisance Abatement Program | 496,393 | - | 75,400 | 16,168 | 404,825 |
| | Permanent Fund Reserve | 3,081,000 | - | - | - | 3,081,000 |
| | Qaniq Challenge | 4,185 | - | - | - | 4,185 |
| | Run Series Expenditure | 2,106 | - | - | - | 2,106 |
| | School Budgetary Stabilization | 500,000 | - | - | - | 500,000 |
| | SHARP III | 300,000 | - | 44,680 | 75,320 | 180,000 |
| | Special Events Reserve | 3,633 | - | - | 255 | 3,378 |
| | VFDA Robe Lake ACE | - | 104,417 | - | - | 104,417 |
| Administrative Total | | 6,677,747 | 470,417 | 152,262 | 1,050,836 | 5,945,066 |
| Emergency Prep | Alaska Shield Drill CY Grant | - | - | - | - | - |
| | Alaska Shield Exercise COV \$\$ | 9,917 | - | - | - | 9,917 |
| | Benefits - Incident | - | - | - | - | - |
| | Benefits - Preparedness | 13,653 | - | - | - | 13,653 |
| | Damalanche 2014 | - | - | - | - | - |
| | Emergency Preparedness | 1,026,926 | - | 1,145 | 980 | 1,024,801 |
| | Incident Mgmt Reserve | - | - | - | 14 | (14) |
| | Overtime - Incident | - | - | - | - | - |
| | Overtime - Preparedness | - | - | - | - | - |
| | Ransomware 2018 | 728 | 72,000 | 64,971 | 4,050 | 3,706 |
| | Salaries and Wages | - | - | - | - | - |
| | Salaries and Wages - Incident | - | - | - | - | - |

| | | Adopted Budget | Amendment | YTD Encumbrance | YTD Expenditures | Account Balance |
|-----------------------------|----------------------------------------------------|------------------|---------------|------------------|------------------|------------------|
| Emergency Prep | Snow Removal Plan Implementati | 15,000 | - | - | - | 15,000 |
| | Temp Wages - Preparedness | - | - | - | - | - |
| | Temporary Wages - Incident | - | - | - | - | - |
| | Unreimbursed Expense | - | - | - | - | - |
| Emergency Prep Total | | 1,066,223 | 72,000 | 66,116 | 5,044 | 1,067,063 |
| Equipment | IT Rebuild 2018 | 5,195 | - | 5,000 | - | 195 |
| | Major Equipment Reserve | 7,862,886 | 62,000 | 933,982 | 541,623 | 6,449,282 |
| | Technology Reserve | 707,549 | - | 73,838 | 367,400 | 266,311 |
| Equipment Total | | 8,575,630 | 62,000 | 1,012,819 | 909,023 | 6,715,787 |
| Flood Mitigation | COE Levee System Match | 100,000 | - | - | - | 100,000 |
| | Copper Ave Levee Erosion Protection & Gravel Extra | - | - | - | - | - |
| | FLOO GLAC Dump Rd Ext to ADOT Dike | 996,000 | (400,000) | 99,760 | 313,141 | 183,100 |
| | FLOO LOWE Ten Mile Exca | - | 150,000 | - | - | 150,000 |
| | FLOOD GLAC Landfill Protection | 250,000 | - | - | - | 250,000 |
| | FLOOD MINE Hmstd Tr & Kicker Dike Repl | 994,161 | 700,000 | 1,125,180 | - | 568,981 |
| | Flood Mitigation Maintenace | 1,806,436 | (50,000) | - | - | 1,756,436 |
| | Glacier Stream Gravel Extraction Plan | 51 | - | - | - | 51 |
| | High Water CY | - | - | - | - | - |
| | Lowe River Buyout Option | 168 | - | - | - | 168 |
| | Lowe River Dike Slope Impr Design | - | 50,000 | 11,900 | - | 38,100 |
| | Lowe River Freeboard | - | - | - | - | - |
| | Lowe River Gravel Extraction Imple Plan Review | - | - | - | - | - |
| | Lowe River Levee Evaluation | 7 | - | - | - | 7 |
| | Mineral Creek Existing Revetment Evaluation | 2,321 | - | - | - | 2,321 |
| | Mineral Creek Gravel Extraction PLAN | 14 | - | - | - | 14 |

| | | Adopted Budget | Amendment | YTD Encumbrance | YTD Expenditures | Account Balance |
|-------------------------------|----------------------------------------------------|-------------------|----------------|--------------------|---------------------|--------------------|
| Flood Mitigation | Mineral Creek Sediment Budget Analysis | 3,594 | - | - | - | 3,594 |
| | South Glacier Stream Gravel Extraction & Stockpili | - | - | - | - | - |
| Flood Mitigation Total | | 4,152,750 | 450,000 | 1,236,840 | 313,141 | 3,052,770 |
| Land Development | Land - misc | 193,431 | - | 10,274 | - | 183,158 |
| | Land - Snow Lots | 1,754,576 | - | 12,808 | - | 1,741,768 |
| | Surveying Municipal Land | 38,367 | - | 28,000 | - | 10,367 |
| Land Development Total | | 1,986,374 | - | 51,082 | - | 1,935,293 |
| Landfill Closure | Landfill Closure Reserve | 2,659,466 | - | - | - | 2,659,466 |
| Landfill Closure Total | | 2,659,466 | - | - | - | 2,659,466 |
| Maintenance | Concrete/Asphalt Repairs for COV properties | 50,000 | - | - | - | 50,000 |
| | Harbor Major Maint & Replace | 6,493,038 | (793,340) | - | - | 5,699,698 |
| | Major Maintenance Reserve | 15,992,683 | 844,253 | 5,773,720 | 3,134,220 | 7,928,996 |
| | pavement Mgmnt Regulations | 76,847 | - | 3,000 | - | 73,847 |
| | Projects Planning Reserve | - | - | - | - | - |
| | Road and Sidewalk Repairs | 455,409 | - | - | - | 455,409 |
| | Sewer & Lift Station Repairs | 499,437 | - | - | 21,789 | 477,649 |
| Maintenance Total | | 23,567,413 | 50,913 | 5,776,720 | 3,156,009 | 14,685,597 |
| Planning | Borough Planning | - | - | - | - | - |
| | CEDS | 36,628 | - | - | - | 36,628 |
| | City Facilities & Storage Needs Study | 100,000 | - | - | - | 100,000 |
| | City Onsite Sewer Regulations | 25,000 | - | - | - | 25,000 |
| | Dry Stack Feasability Study | 50,000 | - | - | - | 50,000 |
| | Flood Planning | 106,887 | - | - | - | 106,887 |
| | Health and Safety Plan | - | - | - | - | - |
| | Housing Needs Study | 50,000 | - | - | - | 50,000 |
| | marine Industrial Feasability Study | 50,000 | - | - | - | 50,000 |

| | | Adopted Budget | Amendment | YTD Encumbrance | YTD Expenditures | Account Balance |
|--------------------|---------------------------------------|-------------------|------------------|--------------------|---------------------|--------------------|
| Planning | Master Planing Water/Sewer | 50,000 | - | - | - | 50,000 |
| | Master Planning - Solid Waste | 75,000 | - | - | - | 75,000 |
| | Plan - Building Fire Code Revision | 32,717 | - | - | - | 32,717 |
| | Plan - Comprehensive | 593,176 | - | 518,240 | - | 74,936 |
| | Plan - New Harbor Feasibility | - | - | - | - | - |
| | Plan - SBH Master Plan | - | - | - | - | - |
| | Plan - Testing Training | - | - | - | - | - |
| | Port Tariff Study | 20,000 | - | - | - | 20,000 |
| | Water/Sewer Rate Study | 125,000 | - | - | - | 125,000 |
| | Planning Total | 1,314,407 | - | 518,240 | - | 796,167 |
| Grand Total | | 50,000,011 | 1,105,330 | 8,814,079 | 5,434,053 | 36,857,209 |

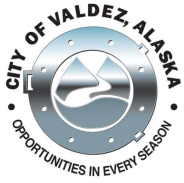


Health Insurance Fund Report
30-Jun-19

Prepared by: Magdalena McCay, Comptroller
Contact: 907.834.3454, mmccay@valdezak.gov

| MONTH | CITY | | | | SCHOOL | | | | COMBINED | | | |
|--------|--------------|--------------|------------|--------------|--------------|--------------|------------|------------|--------------|--------------|------------|--------------|
| | DEPOSITS | CLAIMS | ADMIN FEE | VARIANCE | DEPOSITS | CLAIMS | ADMIN FEE | VARIANCE | DEPOSITS | CLAIMS | ADMIN FEE | VARIANCE |
| JAN | 257,858 | 336,870 | 43,917 | (122,928) | 284,654 | 163,340 | 33,148 | 88,166 | 542,513 | 500,210 | 77,065 | (34,762) |
| FEB | 297,744 | 352,827 | 44,250 | (99,333) | 252,686 | 273,971 | 33,148 | (54,433) | 550,430 | 626,798 | 77,398 | (153,766) |
| MAR | 297,826 | 292,451 | 43,920 | (38,545) | 254,959 | 409,456 | 33,444 | (187,940) | 552,785 | 701,907 | 77,364 | (226,485) |
| APR | 289,655 | 174,158 | 47,812 | 67,686 | 283,183 | 102,369 | 36,425 | 144,389 | 572,838 | 276,527 | 84,237 | 212,075 |
| MAY | 252,196 | 148,844 | 47,441 | 55,912 | 288,229 | 202,490 | 37,032 | 48,707 | 540,425 | 351,333 | 84,473 | 104,619 |
| JUN | 248,279 | 205,778 | 46,827 | (4,326) | 288,229 | 295,315 | 37,032 | (44,118) | 536,508 | 501,093 | 83,860 | (48,444) |
| JUL | - | - | - | - | - | - | - | - | - | - | - | - |
| AUG | - | - | - | - | - | - | - | - | - | - | - | - |
| SEP | - | - | - | - | - | - | - | - | - | - | - | - |
| OCT | - | - | - | - | - | - | - | - | - | - | - | - |
| NOV | - | - | - | - | - | - | - | - | - | - | - | - |
| DEC | - | - | - | - | - | - | - | - | - | - | - | - |
| TOTALS | \$ 1,643,559 | \$ 1,510,926 | \$ 274,167 | \$ (141,534) | \$ 1,651,941 | \$ 1,446,940 | \$ 210,230 | \$ (5,229) | \$ 3,295,500 | \$ 2,957,867 | \$ 484,397 | \$ (146,763) |

| | |
|------------------------------------------------------------|-------------------------|
| Health Insurance Fund Balance (Including Reserve)12/31/18: | 3,898,433 |
| Total Deposits | 3,295,500 |
| Total Claims | (2,957,867) |
| Premiums/Admin.Fee/Cost: | (484,397) |
| Claims and Stop Loss | 545,497 |
| Refunds, Stop Loss | 18,744 |
| Annual Fee US Pay.Gov | - |
| State Surcharge | (2,931) |
| Bank Fees | (759) |
| Interest Accrued | 15,735 |
| City Wellness & BIO Screening | - |
| Health Insurance Fund Balance (Including Reserve) | <u>4,327,956</u> |



Legislation Text

File #: 19-0348, **Version:** 1

ITEM TITLE:

Letter Regarding ISO Public Protection Classification Program

SUBMITTED BY: Chief Tracy Raynor, Valdez Fire Department

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

ISO recently completed our community's Public Protection Classification (PPC) survey and analysis of the structural fire suppression delivery system provided in Valdez. The survey and analysis resulted in Valdez receiving a 4/10 public protection classification.

The attached letter provides additional details.

To learn more about the ISO Public Protection Classification process, visit:

[<https://www.isomitigation.com/ppc/program-works/>](https://www.isomitigation.com/ppc/program-works/) (process)

[<https://www.isomitigation.com/ppc/fsrs/minimum-facilities-and-practices-to-get-a-ppc-rating/>](https://www.isomitigation.com/ppc/fsrs/minimum-facilities-and-practices-to-get-a-ppc-rating/)
(criteria/classifications)



1000 Bishops Gate Blvd. Ste 300
Mt. Laurel, NJ 08054-5404

t1.800.444.4554 Opt.2
f1.800.777.3929

July 24, 2019

Mr. Jeremy O'Neil, Mayor
Valdez FPSA
PO Box 307
Valdez, Alaska, 99886

RE: Valdez Fpsa, Valdez Cordova County, Alaska
Public Protection Classification: 04/10
Effective Date: November 01, 2019

Dear Mr. Jeremy O'Neil,

We wish to thank you and Mr. Tracy Raynor for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

Please note that as part of our analysis it was determined that the following fire station(s) did not meet the minimum requirements for recognition: Valdez FS 2 Fire Station is not recognized.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision-making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things – the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9."

- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B."
- Communities graded with single "9" or "8B" classifications will remain intact.
- Properties over 5 road miles from a recognized fire station would receive a class 10.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

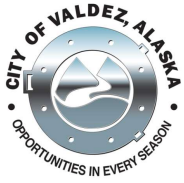
Sincerely,

Alex Shubert

Alex Shubert

Manager -National Processing Center

cc: Mr. Brad Koch, Public Works Director, Valdez Water Department
Mr. Tracy Raynor, Chief, Valdez Fire Department
Ms. Lorrie Mott, Central Dispatch Director, Valdez Police Department



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 19-0349, **Version:** 1

ITEM TITLE:

Council Calendars - August & September 2019

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Council calendars for August and September 2019 attached for reference.

August

2019

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|---------------------------------------------|
| | | | | ¹ GOLD RUSH DAYS | ² GOLD RUSH DAYS | ³ GOLD RUSH DAYS |
| ⁴ GOLD RUSH DAYS | ⁵ 7pm – Ports & Harbor Commission | ⁶ 6pm City Council Work Session (Kelsey Dock Phase II Design Recap – Part Two) 7pm City Council Meeting | ⁷ | ⁸ | ⁹ | ¹⁰ WOMENS SIVLER SALMON DERBY |
| ¹¹ | ¹² 6:30 pm – School Board | ¹³ 5:30pm – Library Board Meeting (@ Library) 6:30pm – PVMC HAC Meeting (@ Hospital) 7pm – Parks and Rec Commission | ¹⁴ 7pm – Planning & Zoning | ¹⁵ 6:30pm – VMHA Board Meeting (@ Museum) | ¹⁶ | ¹⁷ |
| ¹⁸ 4pm – Pool Grand Reopening | ¹⁹ 7pm – Ports & Harbor Commission | ²⁰ 7pm City Council Meeting | ²¹ 7pm – Economic Diversification Commission | ²² | ²³ | ²⁴ RHR MUSIC & ART FESTIVAL |
| ²⁵ COV SEAFOOD FESTIVAL | ²⁶ Absentee Voting @ City Hall for Special Election Noon – Beautification Task Force Meeting 6:30 pm – School Board | ²⁷ Absentee Voting @ City Hall for Special Election | ²⁸ Absentee Voting @ City Hall for Special Election 7pm – Planning & Zoning | ²⁹ Absentee Voting @ City Hall for Special Election 7pm – Parks & Rec Commission Special Meeting (Tentative) | ³⁰ Absentee Voting @ City Hall for Special Election | 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.

Updated 08.13.19

September

2019

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---------------------------------------------------------------------------------------------------|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------|----------|
| 1 | 2 HOLIDAY | 3 Absentee Voting @ City Hall for Special Election 5:30pm City Council Work Session (City Permanent Fund) 7pm City Council Meeting | 4 Absentee Voting @ City Hall for Special Election | 5 Absentee Voting @ City Hall for Special Election | 6 Absentee Voting @ City Hall for Special Election | 7 |
| 8 | 9 Absentee Voting @ City Hall for Special Election | 10 VALDEZ SPECIAL MUNICIPAL ELECTION DAY (7am – 8pm) 5:30pm – Library Board Meeting (@ Library) 6:30pm – PVMC HAC Meeting (@ Hospital) | 11 7pm – Planning & Zoning | 12 6pm City Council Work Session (Maritime Tsunami Hazards Presentation) | 13 | 14 |
| 15 | 16 7pm – Ports & Harbor Commission | 17 7pm City Council Meeting | 18 7pm – Economic Diversification Commission | 19 6:30pm – VMHA Board Meeting (@ Museum) 7pm – Parks and Rec Commission | 20 | 21 |
| 22 6:30 pm – School Board | 23 | 24 | 25 7pm – Planning & Zoning | 26 | 27 | 28 |
| 29 Noon – Beautification Task Force Meeting 6pm City Council Budget Work Session #1 | 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 08.13.19