



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, August 2, 2022

7:00 PM

Council Chambers

Regular Meeting

WORK SESSION AGENDA - 6:00 pm

Transcribed minutes are not taken for Work Sessions. Audio is available upon request.

1. [Annual Permanent Fund Meeting](#)

Attachments: [City of Valdez Workshop Annual Meeting](#)
[2022 2Q City Council Valdez](#)

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [Approval of City Council Minutes- July 19, 2022](#)

Attachments: [DRAFT - 07192022 City Council Regular Meeting Minutes](#)

V. PUBLIC APPEARANCES

VI. PUBLIC BUSINESS FROM THE FLOOR

VII. CONSENT AGENDA

1. [Proclamation- Coast Guard Day](#)

Attachments: [2022 Coast Guard Birthday](#)

2. [Proclamation: Safe and Sound Week 2022](#)

Attachments: [Safe and Sound Week 22 Proclamation](#)

3. [Appointments to City Boards and Commissions](#)

Attachments: [Library- Redacted- Michael Stevens](#)
[Parks and Rec- Redacted- Matthew Brunton](#)

VIII. NEW BUSINESS

1. [Approval of 2022 Annual Renewal of Certificate of Public Conveyance \(Taxi License\) for Valdez Yellow Cab](#)

Attachments: [valdez yellow cab application packet 6.16.22](#)
[clerk office letters- yellow cab 2022 renewal](#)
[VMC Chapter 5.16 - For Hire Vehicles](#)

2. [Appointment of Vacant City Council Seat](#)

Attachments: [foster city council letter of interest](#)
[weaver city council letter of interest](#)

3. [Approval to Purchase a Used 2018 Volvo EC250EL Excavator from Construction Machinery Industrial, LLC in the Amount of \\$189,800.00](#)

Attachments: [Volvo EC250EL Proposal and Warranty](#)
[Volvo EC250EL Brochure](#)

4. [Discussion Item: Meals Hill Project Funding Strategy](#)

IX. ORDINANCES

1. [#22-10 - Amending the Zoning Map to Effect a Change to Lots 3D and 3F, USS 3563, Plat 2000-4 to Commercial Residential. First Reading. Public Hearing.](#)

Attachments: [Ordinance 22-xx USS 3563 Rezone](#)
[Rezone COV USS 3563 - P&Z Packet](#)

2. [#22-11 - Amending the Zoning Map to Effect a Change to Parcel B, ATS 10, Plat 98-35 to Light Industrial. First Reading. Public Hearing.](#)

Attachments: [Ordinance 22-xx ATS 10 Rezone](#)
[Rezone - COV ATS 10 - P&Z Packet](#)

X. RESOLUTIONS

1. [#22-46 - Authorizing the City Manager to Acquire a Public Utility Easement on Lot 1 Sleepy Hollow Addition #4 Owned by The Church of Jesus Christ of Latter-Day Saints](#)

Attachments: [Easement Resolution - Draft](#)
[Water Line Easement Agreement - Valdez, AK \(CHC and City of Valdez\)-4863-1](#)

2. [#22-47 - Establishing the Council Priorities for the 2023 City Operating Budget](#)
Attachments: [Resolution 2023 Budget Priorities](#)
[Resolution 2023 Budget Priorities - Attachment A](#)
3. [#22-48 - Amending the 2022 Budget by Transferring \\$312,568 from Unassigned General Fund Balance to Various Departments in the General Fund, Port Fund, Harbor Fund, Airport Fund, and Utility Fund for the Purpose of Providing a 4.2 Percent COLA for All Employees](#)
Attachments: [Resolution COLA](#)
[Attachment A - 2023 COLA](#)
4. [#22-49 - Amending the 2022 City Budget by Recognizing \\$3.6MM of Additional Revenues, and Appropriating \\$1.4MM to Various Department Operating Expenses](#)
Attachments: [Resolution 2022 Budget Inflationary Revisions](#)
[Inflationary Revisions to Budget Attachment A](#)

XI. REPORTS

1. [Community Engagement Initiative - FlashVote Survey Provider](#)
Attachments: [FlashVote report for City Council 08.02.22](#)
[FlashVote One Sheeter June 6 2022](#)
2. [Local Utility Inflation Assistance \(LUNA\) Program Communications Report](#)
Attachments: [LUNA report for City Council 08.02.2022](#)
[LUNA Comms Plan Calendar](#)
3. [Branding Update](#)
Attachments: [Copy of Stay and Play Digital Ad Template](#)
[Copy of Museum Digital Ad Template](#)
4. [Mid-year Marketing Update with Thompson & Co.](#)
Attachments: [COV Q2 2022 Ad Recap](#)
5. [Procurement Report: Professional Services Agreement with RSA Engineering, Inc. in the Amount of \\$46,627.00](#)
Attachments: [Executed - Valdez Library Museum Control and HVAC Upgrades](#)
6. [Procurement Report: Professional Services Agreement with RSA Engineering, Inc. in the Amount of \\$61,038.00](#)
Attachments: [Executed - Valdez Senior & Center Civic Center Control and HVAC Upgrades](#)

7. [Change Order Report: Change Order #1 with Harris Sand & Gravel, Inc. for VCT Transfer Ramp Repairs Project](#)

Attachments: [Executed CO #1 - VCT Transfer Ramp Repairs](#)

8. [Monthly Treasury Report; June, 2022](#)

Attachments: [2022-06 Monthly Treasury](#)

9. [Report: DNR Public Comment Period Application for Cooperative Resource Management Agreement for Mineral Creek Trails on State of Alaska Lands](#)

Attachments: [ADL 234033 - Agency Review.pdf](#)
[ADL 234033 - CRMA Application_Redacted.pdf](#)
[Report to Council - Mineral Creek Trails 4.5.2022.pdf](#)

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

1. City Manager Report

1. [City Manager's Report 8/2/2022](#)

Attachments: [2022 Projects August](#)

2. City Clerk Report

3. City Attorney Report

4. City Mayor Report

XIII. COUNCIL BUSINESS FROM THE FLOOR

XIV. ADJOURNMENT

XV. APPENDIX

1. [City Attorney Billing Summary](#)

Attachments: [June 2022 Attorney Summary](#)

2. [City Council August 2022 Calendar](#)

Attachments: [Council Calendar - August 2022](#)



Legislation Text

File #: 22-0405, **Version:** 1

ITEM TITLE:

Annual Permanent Fund Meeting

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: na

Unencumbered Balance: na

Funding Source: na

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

This is a one-hour workshop that serves as the annual Permanent Fund discussion with Council City's Investment Advisors, Alex Browning and Alex Ford from Callan LLC will join in-person.

Staff will present on a discussion point resulting from the Strategic Planning Retreat, this is an informative presentation and no decision points or consensus will be required.

Callan will present on high-altitude view of the Fund, some recent performance, and inflationary pressures. There will likely be time for Council Q&A, as well as interaction with the Permanent Fund Committee.

Agenda

- I. Council Discussion - Leveraging the Permanent Fund Appropriation for Infrastructure
- II. Callan Presentation -Second Quarter Update on Valdez Permanent Fund Assets and Investment Returns

City of Valdez Permanent Fund

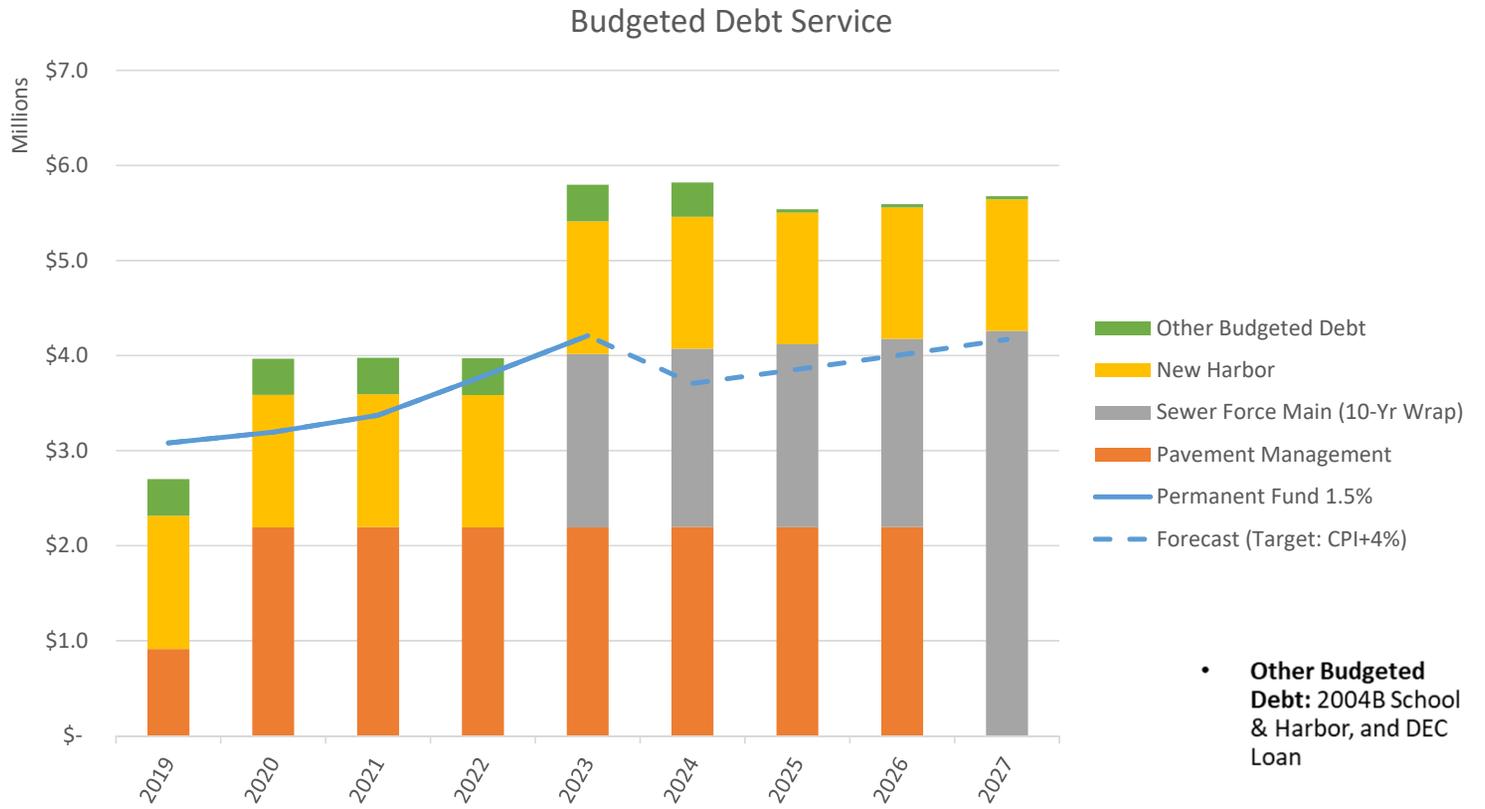
Annual Meeting, August 2nd, 2022

Strategic Planning Session

- Leveraging the Permanent Fund Appropriation for Infrastructure
- Scenarios
 - Apply to current schedule
 - Apply to new initiative
 - Other

Scenario 1

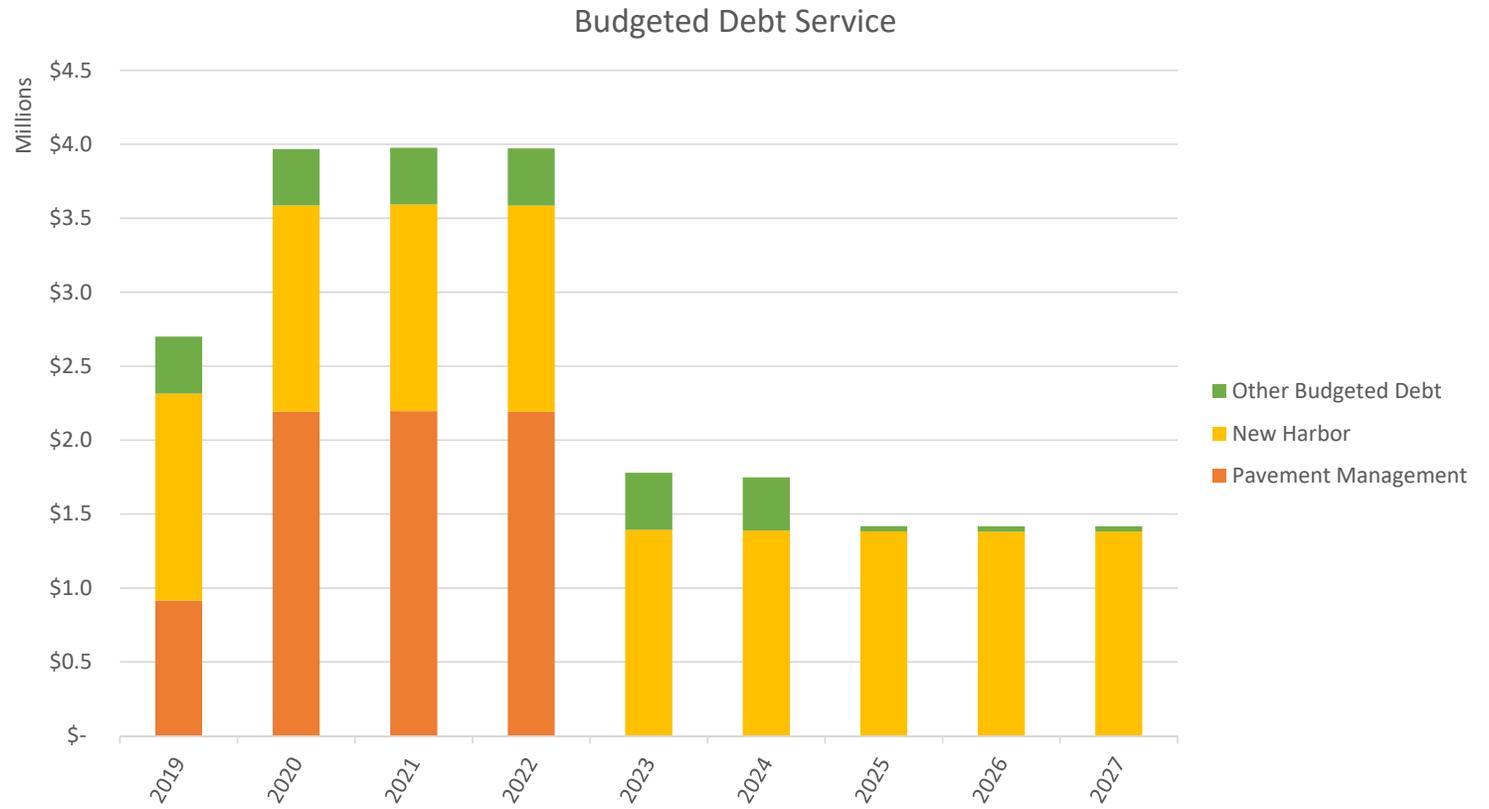
- Overlay the 1.5% Appropriation from the Permanent Fund



- **Other Budgeted Debt:** 2004B School & Harbor, and DEC Loan

Scenario 1

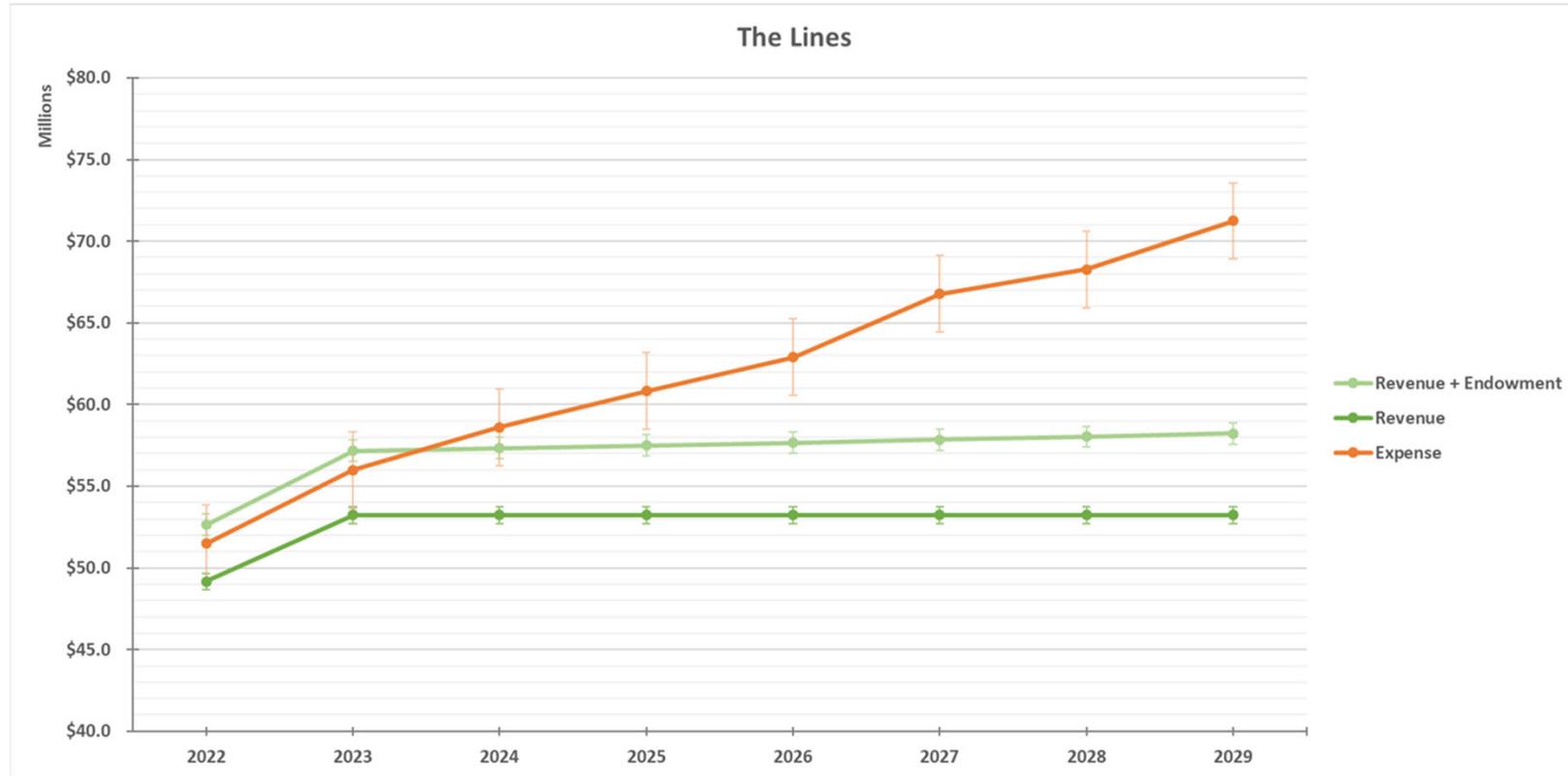
- Applied to Debt Service within the current schedule



Scenario 2

Apply to New Initiative

- Permanent Fund Appropriation provides:
 - Annual Revenue: \$4.0MM
 - New Debt Service: \$30-50MM



Impact to Fund Balance 2023-2027:
(\$38,900,000)

Permanent Fund Surplus/(Deficit) 2023-2027:
(\$17,600,000)

August 2022



City of Valdez Permanent Fund

City Council Presentation

Alex Browning

Senior Vice President

Alex Ford

Vice President

Callan LLC



Knowledge
Experience
Integrity

At Callan, we collaborate with each client to build tailored and lasting investment solutions.

Firm Overview

- Founded in 1973 by Ed Callan
- Employee-owned investment consulting firm
- Over 190 professionals, including 127 shareholders
- Advise 478 fund sponsor clients representing more than \$4.0 trillion in assets

Callan began advising the Permanent Fund in 1997

Education & Events

- Callan Institute: National Conference | Regional Workshops
- Center for Investment Training: Callan College
- Customized Sessions & Continuing Education Credits

Firm and employee statistics as of June 30, 2022.

What Makes Callan Different?

In addition to our unique culture of collaboration and peer oversight, we combine the benefits of large and small consulting firms.



Large firm benefits

Experienced consultants

+

Depth & breadth of specialist resources

+

Extensive, proprietary data & research

Small firm benefits

Employee ownership

+

Responsive & nimble

+

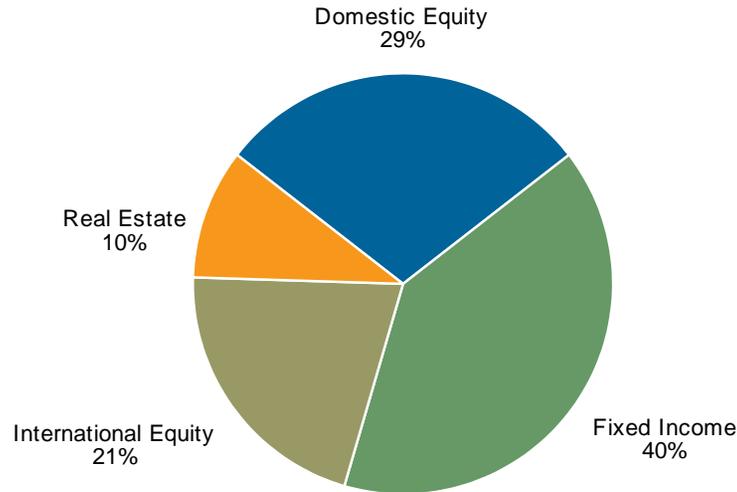
Personalized service

- The City of Valdez Permanent Fund is a very important client to Callan
- Our objective has always been to make the City of Valdez feel like our **only** client

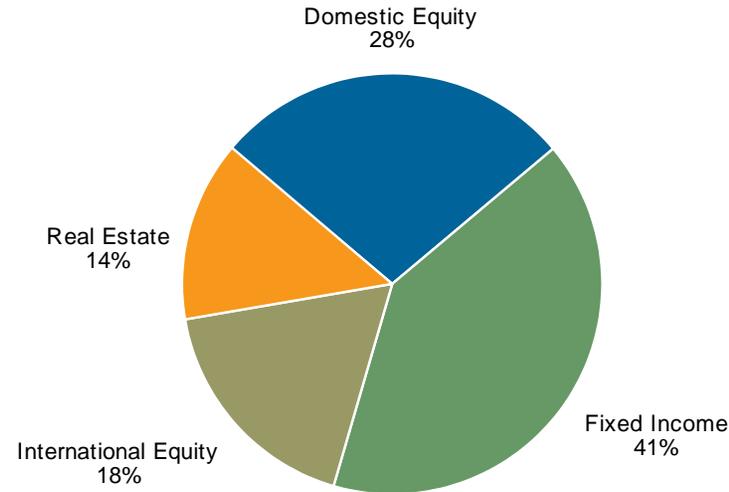
Total Fund Asset Allocation

As of June 30, 2022

Target Asset Allocation



Actual Asset Allocation



Asset Class	\$000s Actual	Weight Actual	Target	Percent Difference	\$000s Difference
Domestic Equity	68,569	28.1%	29.0%	(0.9%)	(2,193)
Fixed Income	98,617	40.4%	40.0%	0.4%	1,014
International Equity	43,189	17.7%	21.0%	(3.3%)	(8,053)
Real Estate	33,633	13.8%	10.0%	3.8%	9,233
Total	244,008	100.0%	100.0%		

- Annual distribution to the General Fund = 1.5%, or approximately \$3.7MM
- Long-Term Permanent Fund growth objective = CPI + 4.0%, or approximately \$15.9MM
- Permanent Fund Policy: 50% Stocks, 40% Bonds, 10% Real Estate

Manager Asset Balances

As of June 30, 2022

	June 30, 2022		Net New Inv.	Inv. Return	March 31, 2022	
	Market Value	Weight			Market Value	Weight
Domestic Equity	\$67,383,715	27.75%	\$0	\$(12,749,648)	\$80,133,363	30.06%
Large Cap Equity	\$47,418,296	19.53%	\$0	\$(9,109,374)	\$56,527,670	21.20%
Vanguard Institutional Index	47,418,296	19.53%	0	(9,109,374)	56,527,670	21.20%
Mid Cap Equity	\$13,453,830	5.54%	\$0	\$(2,454,949)	\$15,908,779	5.97%
Vanguard S&P Mid Cap 400 Index	13,453,830	5.54%	0	(2,454,949)	15,908,779	5.97%
Small Cap Equity	\$6,511,588	2.68%	\$0	\$(1,185,325)	\$7,696,913	2.89%
QMA US Small Cap	6,511,588	2.68%	0	(1,185,325)	7,696,913	2.89%
International Equity	\$43,188,597	17.79%	\$(17,580)	\$(7,070,035)	\$50,276,212	18.86%
Vanguard Intl Growth	14,566,268	6.00%	0	(3,225,611)	17,791,880	6.67%
Vanguard Intl Value	19,263,688	7.93%	0	(2,473,375)	21,737,063	8.15%
Brandes International Small Cap	9,358,641	3.85%	(17,580)	(1,371,048)	10,747,270	4.03%
Fixed Income	\$98,617,150	40.61%	\$0	\$(5,056,473)	\$103,673,623	38.89%
Alaska Permanent Cap Mgmt	34,712,694	14.30%	0	(1,615,316)	36,328,010	13.63%
Standish Global Fixed	29,786,295	12.27%	0	(1,640,449)	31,426,744	11.79%
Baird Aggregate Bond	34,118,160	14.05%	0	(1,800,708)	35,918,868	13.47%
Real Estate	\$33,633,428	13.85%	\$(51,976)	\$1,174,390	\$32,511,013	12.19%
UBS Trumbull Property	16,537,194	6.81%	(22,296)	639,842	15,919,649	5.97%
Morgan Stanley Prime Property Fund	17,096,233	7.04%	(29,680)	534,548	16,591,365	6.22%
Total Fund	\$242,822,889	100.0%	\$(69,556)	\$(23,701,765)	\$266,594,211	100.0%

Callan Periodic Table of Investment Returns

Annual Returns						Cumulative Returns							
2016	2017	2018	2019	2020	2021	15 Years	10 Years	5 Years	3 Years	1 Year	Last Qtr.		
Small Cap Equity	Emerging Market Equity	U.S. Fixed Income	Large Cap Equity	Small Cap Equity	Large Cap Equity	U.S. Fixed Income	U.S. Fixed Income						
21.31%	37.28%	0.01%	31.49%	19.96%	28.71%	8.54%	12.96%	11.31%	10.60%	-10.29%	-4.69%		
High Yield	Dev ex-U.S. Equity	High Yield	Small Cap Equity	Large Cap Equity	Real Estate	Small Cap Equity	Small Cap Equity	Small Cap Equity	Small Cap Equity	Large Cap Equity	High Yield		
17.13%	24.21%	-2.08%	25.52%	18.40%	27.21%	6.33%	9.35%	5.17%	4.21%	-10.62%	-9.83%		
Large Cap Equity	Large Cap Equity	Global ex-U.S. Fixed Income	Real Estate	Emerging Market Equity	Small Cap Equity	High Yield	Real Estate	Real Estate	Dev ex-U.S. Equity	Real Estate	Global ex-U.S. Fixed Income		
11.96%	21.83%	-2.15%	23.06%	18.31%	14.82%	5.78%	5.59%	2.89%	1.70%	-12.75%	-11.01%		
Emerging Market Equity	Small Cap Equity	Large Cap Equity	Dev ex-U.S. Equity	Global ex-U.S. Fixed Income	Dev ex-U.S. Equity	U.S. Fixed Income	Dev ex-U.S. Equity	Dev ex-U.S. Equity	Emerging Market Equity	High Yield	Emerging Market Equity		
11.19%	14.65%	-4.38%	22.49%	10.11%	12.62%	3.26%	5.37%	2.66%	0.57%	-12.81%	-11.45%		
Real Estate	Real Estate	Real Estate	Emerging Market Equity	Dev ex-U.S. Equity	High Yield	Real Estate	High Yield	Emerging Market Equity	High Yield	Dev ex-U.S. Equity	Dev ex-U.S. Equity		
4.99%	11.42%	-4.74%	18.44%	7.59%	5.28%	2.81%	4.47%	2.18%	0.21%	-16.76%	-14.66%		
Dev ex-U.S. Equity	Global ex-U.S. Fixed Income	Small Cap Equity	High Yield	U.S. Fixed Income	U.S. Fixed Income	Emerging Market Equity	Emerging Market Equity	High Yield	Real Estate	Global ex-U.S. Fixed Income	Large Cap Equity		
2.75%	10.51%	-11.01%	14.32%	7.51%	-1.54%	2.00%	3.07%	2.10%	-0.18%	-18.78%	-16.10%		
U.S. Fixed Income	High Yield	Dev ex-U.S. Equity	U.S. Fixed Income	High Yield	Emerging Market Equity	Dev ex-U.S. Equity	U.S. Fixed Income	U.S. Fixed Income	U.S. Fixed Income	Small Cap Equity	Small Cap Equity		
2.65%	7.50%	-14.09%	8.72%	7.11%	-2.54%	1.55%	1.54%	0.88%	-0.93%	-25.20%	-17.20%		
Global ex-U.S. Fixed Income	U.S. Fixed Income	Emerging Market Equity	Global ex-U.S. Fixed Income	Real Estate	Global ex-U.S. Fixed Income	Emerging Market Equity	Real Estate						
1.49%	3.54%	-14.57%	5.09%	-8.18%	-7.05%	1.42%	-1.06%	-1.75%	-5.07%	-25.28%	-17.23%		

Sources: ● Bloomberg U.S. Aggregate Bond ● Bloomberg Corporate High Yield ● Bloomberg Global Aggregate ex U.S.
 ● FTSE EPRA Nareit Developed ● MSCI World ex USA ● MSCI Emerging Markets ● Russell 2000 ● S&P 500

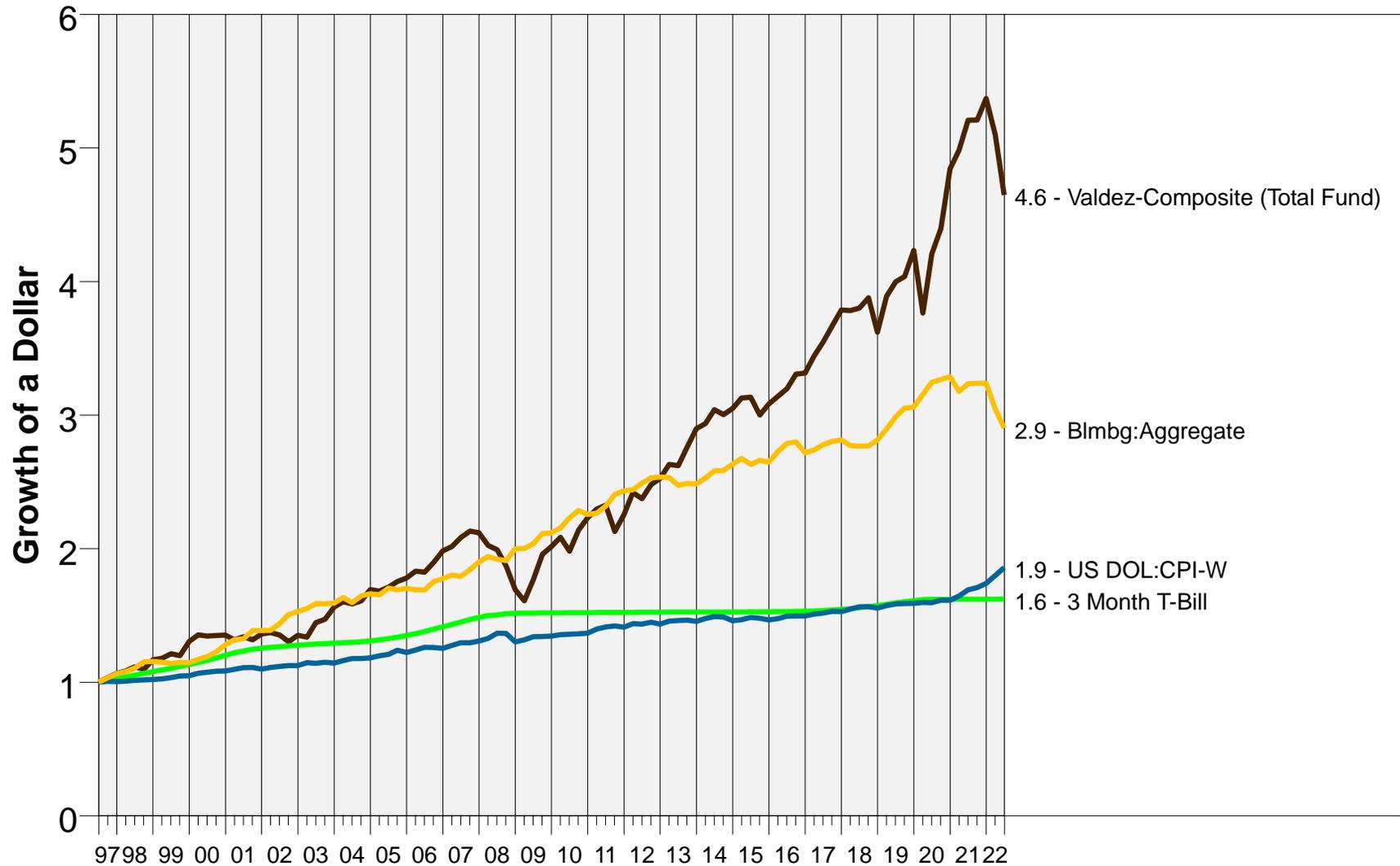
City of Valdez Permanent Fund Investment Returns (\$)

Trailing 1-Year Period as of June 30, 2022

	3Q21	4Q21	1Q22	2Q22	Last Year
Domestic Equity	\$ 230,683	\$ 7,478,783	\$ (4,287,243)	\$ (12,749,648)	\$ (9,327,425)
Vanguard Institutional Index	\$ 558,200	\$ 5,894,035	\$ (2,920,482)	\$ (9,109,374)	\$ (5,577,621)
Vanguard Mid Cap 400 Index	\$ (277,733)	\$ 1,232,954	\$ (819,544)	\$ (2,454,949)	\$ (2,319,272)
QMA US Small Cap	\$ (49,784)	\$ 351,794	\$ (547,217)	\$ (1,185,325)	\$ (1,430,532)
International Equity	\$ (1,777,664)	\$ 225,271	\$ (6,367,388)	\$ (7,070,034)	\$ (14,989,815)
Vanguard International Growth	\$ (1,105,464)	\$ (733,457)	\$ (3,503,840)	\$ (3,225,611)	\$ (8,568,372)
Vanguard International Value	\$ (828,886)	\$ 1,470,360	\$ (2,191,556)	\$ (2,473,375)	\$ (4,023,457)
Brandes International Small Cap	\$ 156,686	\$ (511,632)	\$ (671,992)	\$ (1,371,048)	\$ (2,397,986)
Fixed Income	\$ 42,881	\$ (232,799)	\$ (5,880,200)	\$ (5,056,473)	\$ (11,126,591)
APMC	\$ 25,586	\$ (36,408)	\$ (2,144,892)	\$ (1,615,316)	\$ (3,771,030)
Standish Global Fixed Income	\$ 2,555	\$ (158,591)	\$ (1,307,243)	\$ (1,640,449)	\$ (3,103,728)
Baird Aggregate Bond	\$ 14,740	\$ (37,800)	\$ (2,428,065)	\$ (1,800,708)	\$ (4,251,833)
Real Estate	\$ 1,618,050	\$ 2,101,909	\$ 2,215,352	\$ 1,174,390	\$ 7,109,701
UBS Trumbull Property	\$ 810,692	\$ 713,733	\$ 1,096,089	\$ 639,842	\$ 3,260,356
Morgan Stanley Prime Property Fund	\$ 807,358	\$ 1,388,176	\$ 1,119,263	\$ 534,548	\$ 3,849,345
Total	\$ 113,950	\$ 9,573,164	\$ (14,319,479)	\$ (23,701,765)	\$ (28,334,130)

City of Valdez Permanent Fund Total Fund Growth

Growth of a Dollar
For 25 Years Ended June 30, 2022



City of Valdez Permanent Fund Total Returns

Cumulative Annualized as of June 30, 2022

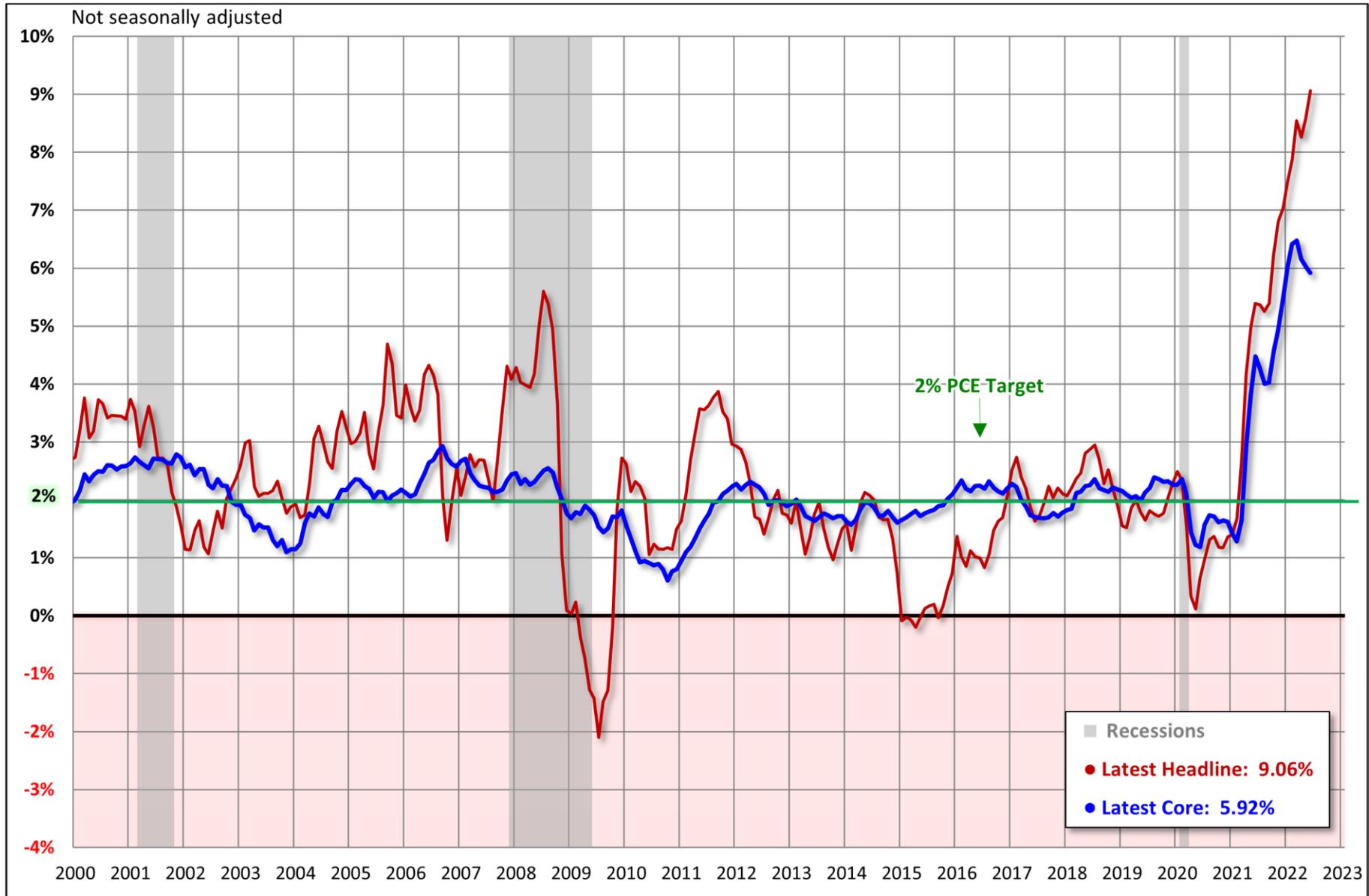
Callan Public Fund Spons- Mid (100M-1B) (Gross)
Annualized Seven Year Risk vs Return



	Last Quarter	Last Year	Last 3 Years	Last 5 Years	Last 7 Years	Last 10 Years	Last 15 Years
10th Percentile	(8.24)	(7.84)	7.22	7.59	7.37	8.59	6.42
25th Percentile	(9.25)	(8.73)	6.21	6.74	6.70	8.13	6.16
Median	(10.08)	(10.10)	5.34	5.99	6.13	7.66	5.81
75th Percentile	(11.07)	(12.03)	4.54	5.39	5.45	6.75	5.48
90th Percentile	(11.37)	(13.43)	4.03	4.94	5.20	6.37	4.96
Total Fund ●	(9.27)	(11.16)	4.97	5.46	5.72	6.90	5.46
Target Benchmark ▲	(9.28)	(9.79)	4.69	5.47	5.57	6.60	5.41

Consumer Price Index for Urban Consumers

Headline and Core Year-over-Year Since 2000



Contributors to Recent Inflation: Primary Categories

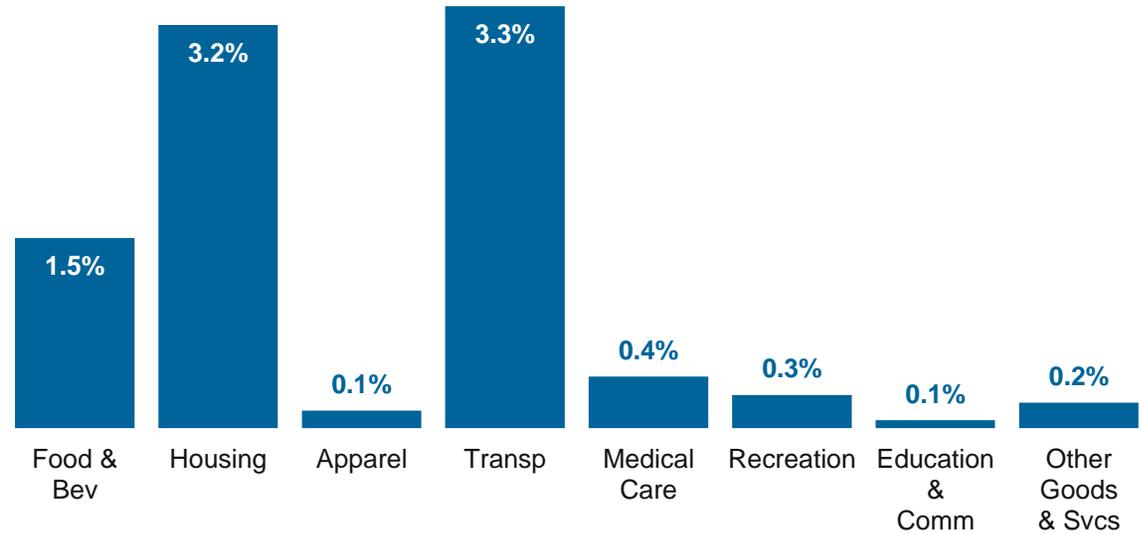
Transportation, including new and used cars, parts, and gasoline, continues to experience high inflation.

- Year-over-year prints are almost two times higher than any other category.
- With a meaningful 18% weight in the index*, transportation also has the highest weighted contribution to headline CPI.

Housing and food and beverage have also been significant contributors to headline CPI.

- Inflation within these categories is rising while transportation inflation appears to have leveled off.

Contribution to June 2022 YOY Inflation



Primary Category	Primary Category Weight	Year-over-Year Change											
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
All Items	100.0%	5.4%	5.3%	5.4%	6.2%	6.8%	7.0%	7.5%	7.9%	8.5%	8.3%	8.6%	9.1%
Food & Bev	14.3%	3.4%	3.7%	4.5%	5.1%	5.8%	6.0%	6.7%	7.6%	8.5%	9.0%	9.7%	10.0%
Housing	42.4%	3.4%	3.5%	3.9%	4.5%	4.8%	5.1%	5.7%	5.9%	6.4%	6.5%	6.9%	7.3%
Apparel	2.5%	4.2%	4.2%	3.4%	4.3%	5.0%	5.8%	5.3%	6.6%	6.8%	5.4%	5.0%	5.2%
Transportation	18.2%	19.4%	17.8%	16.6%	18.7%	21.1%	21.1%	20.8%	21.1%	22.6%	19.9%	19.4%	19.7%
Medical Care	8.5%	0.3%	0.4%	0.4%	1.3%	1.7%	2.2%	2.5%	2.4%	2.9%	3.2%	3.7%	4.5%
Recreation	5.1%	3.5%	3.4%	3.5%	3.9%	3.2%	3.3%	4.7%	5.0%	4.8%	4.3%	4.5%	4.6%
Education & Communication	6.4%	1.1%	1.2%	1.7%	1.8%	1.7%	1.6%	1.6%	1.6%	1.5%	1.0%	0.8%	0.8%
Other Goods & Svcs	2.7%	2.9%	3.5%	3.4%	4.2%	4.4%	4.5%	4.9%	5.6%	5.5%	5.7%	6.3%	6.7%

*Category weights received a revision for 2022. The Transportation weight is up from 15% to 18% with this revision.

Source: U.S. Bureau of Labor Statistics



Legislation Text

File #: 22-0406, **Version:** 1

ITEM TITLE:

Approval of City Council Minutes- July 19, 2022

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: NA

Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

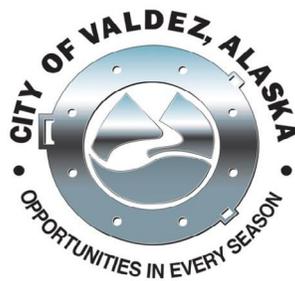
NA

SUMMARY STATEMENT:

The minutes of the meeting of July 19, 2022 are attached for review.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, July 19, 2022

7:00 PM

Regular Meeting

Council Chambers

City Council

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: 6 - Mayor Sharon Scheidt
Mayor Pro Tem Alan Sorum
Council Member Dennis Fleming
Council Member Susan Love
Council Member Jimmy Devens
Council Member Todd Wegner

Vacancies: 1

Also Present: 5 - City Manager Mark Detter
Assistant City Manager Nathan Duval
City Clerk Sheri Pierce
Deputy City Clerk Elise Sorum-Birk
City Attorney Jake Staser

IV. APPROVAL OF MINUTES

- 1. Approval of City Council Minutes - July 5, 2022**

V. PUBLIC BUSINESS FROM THE FLOOR

VI. CONSENT AGENDA

- 1. Approval to Go Into Executive Session: Legal Budget for Ongoing Litigation Matters**

MOTION: Mayor Pro Tem Sorum moved, seconded by Council Member Devens, to approve the Consent Agenda.

VOTE ON THE MOTION

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Fleming, Council Member Love, Council Member Devens and Council Member Wegner

Vacancies: 1

MOTION PASSED.

VII. UNFINISHED BUSINESS

- 1. Approval of the City's Property and Casualty Insurance Broker Agreement with Hale and Associates. Postponed 070522.**

MOTION: Mayor Pro Tem Sorum moved, seconded by Council Member Love, to approve the City's Property and Casualty Insurance Broker Agreement with Hale and Associates.

Staff recommended amending the agreement by extending the existing contract one year.

MOTION: Mayor Pro Tem Sorum moved, seconded by Council Member Love, to amend the main motion to approve a one year extension of the 2020-2022 professional services agreement with Hale and Associates.

VOTE ON THE AMENDMENT

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Fleming, Council Member Love, Council Member Devens and Council Member Wegner
Vacancies: 1
MOTION PASSED.

VOTE ON THE MAIN MOTION

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Fleming, Council Member Love, Council Member Devens and Council Member Wegner
Vacancies: 1
MOTION PASSED.

VIII. NEW BUSINESS

1. Approval of Contract Amendment #2 with Kinney Engineering, LLC for Construction Support Services for Pavement Management Phase III Whalen Avenue in the Amount of \$90,763

MOTION: Council Member Wegner moved, seconded by Council Member Fleming, to approve the Contract Amendment #2 with Kinney Engineering, LLC for Construction Support Services for Pavement Management Phase III Whalen Avenue in the amount of \$90,763.

VOTE ON THE MOTION

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Fleming, Council Member Love, Council Member Devens and Council Member Wegner
Vacancies: 1
MOTION PASSED.

2. Approval of Professional Services Agreement with Systems Design West, LLC, for EMS Patient Transport Services

MOTION: Council Member Love moved, seconded by Council Member Fleming, to approve three-year contract with Systems Design West LLC.

VOTE ON THE MOTION

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Fleming, Council Member Love, Council Member Devens and Council Member Wegner
Vacancies: 1
MOTION PASSED.

3. Approval of Professional Services Agreement with Agnew::Beck Consulting for the Title 17 Code Revision in the Amount of \$125,493

MOTION: Council Member Fleming moved, seconded by Council Member Love, to approve professional services agreement with Agnew::Beck Consulting for the Title 17 Code Revision in the amount of \$125,493.

VOTE ON THE MOTION

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Fleming, Council Member Love, Council Member Devens and Council Member Wegner
Vacancies: 1
MOTION PASSED.

IX. RESOLUTIONS

1. #22-44 - Granting a 20 Foot Wide and 2610 Foot Long Utility Easement to Copper Valley Telecom on City of Valdez Owned Tract A-2 of ASLS 2004-6, Within Sections 23 and 24 T9S R5W C.R.M.

MOTION: Council Member Wegner moved, seconded by Mayor Pro Tem Sorum, to approve Resolution #22-44.

VOTE ON THE MOTION

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Fleming, Council Member Love, Council Member Devens and Council Member Wegner
Vacancies: 1
MOTION PASSED.

2. #22-45 - Amending the 2022 City Budget by Accepting Unbudgeted Port Department Revenues Totaling \$76,792.00 and Appropriating \$44,051.70 to Port Overtime Expense

MOTION: Council Member Love moved, seconded by Council Member Devens, to approve Resolution #22-45.

VOTE ON THE MOTION

Yays: 6 - Mayor Scheidt, Mayor Pro Tem Sorum, Council Member Fleming, Council Member Love, Council Member Devens and Council Member Wegner
Vacancies: 1
MOTION PASSED.

X. REPORTS

- 1. Economic Development Department: Love Valdez Video**
- 2. Monthly Treasury Report; April, 2022**
- 3. Monthly Treasury Report; May, 2022**

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

1. City Manager Report

Mr. Detter introduced the new Parks & Recreation and Cultural Director Ken Wilson. He updated Council on the upcoming meeting with Chugach Corporation, and on the LUNA program.

2. City Clerk Report

Ms. Pierce updated Council on the Letters of Interest for the vacant City Council position, on the Alaska Gasline & Port Authority (AGPA) audit, on upcoming Effective Meetings training with Copper Valley Electric Association, and on vacancies on Boards & Commissions.

Council instructed Ms. Pierce to work with the Fairbanks North Star Borough to partner in payment for the AGPA audit.

3. City Attorney Report

Mr. Staser outlined projects and provided updates on cases his firm is working on behalf of the City, including procedural updates.

4. City Mayor Report

Mayor Scheidt welcomed Mr. Wilson. She thanked those who participated in the Strategic Planning Meeting. She thanked the Search & Rescue team for their efforts. She requested an update in the future on the Branding Program.

XII. COUNCIL BUSINESS FROM THE FLOOR

Council Member Devens thanked those who contributed to the Strategic Planning Session, and welcomed the new Parks & Rec Director.

Council Member Love updated Council on the 0-3 With Families child care needs assessment. She thanked the responders involved in recent Search & Rescue efforts.

Council Member Fleming shared concern over attendance issues with the Boards & Commissions, and explained Council was behind the push for better attendance, not

City staff.

Council Member Sorum thanked City Staff for passing on notices to Council when emergencies occurred within the City.

XIII. EXECUTIVE SESSION

XIV. RETURN FROM EXECUTIVE SESSION

XV. ADJOURNMENT

DRAFT



Legislation Text

File #: 22-0407, **Version:** 1

ITEM TITLE:

Proclamation- Coast Guard Day

SUBMITTED BY: Elise Sorum-Birk, Deputy Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

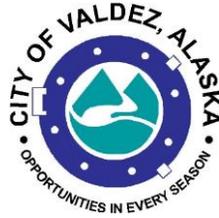
Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

Proclamation recognizing August 4th 2022 as Coast Guard Day. Celebrating the important role of the Coast Guard in the community and recognizing the service of Coast Guard members.



PROCLAMATION

WHEREAS, the United States Coast Guard has had a presence in Alaskan waters for over 150 years; and

WHEREAS, the United States Coast Guard's 17th District encompasses over 3,853,500 sq. miles and over 47,300 miles of shoreline throughout Alaska and the Arctic, with the mission to serve and safeguard the public, protect the environment and its resources, and defend the nation's interests in the Alaska maritime region; and

WHEREAS, during an average month in the 17th District, the Coast Guard *saves* 22 lives; *assists* 53 people; *reports* and *investigates* 25 marine casualties; *performs* 74 living marine resource boardings; *responds* to 22 pollution incidents; *services* 93 buoys and fixed aids to navigation; *conducts* 13 security boardings and 22 security patrols; *performs* 143 commercial fishing vessel safety exams; *saves* over \$1.65 million in property; *teaches* 375 children about proper life jacket use; and *performs* 95 marine inspections; and

WHEREAS, the United States Coast Guard played an instrumental role in managing Valdez's two largest historic disasters, with the response of the Coast Guard Cutter Sedge after the 1964 Earthquake and the Coast Guard's oversight of response efforts and coordination of other federal resources after the 1989 Exxon Valdez Oil Spill, an event that involved service from about 1100 Coast Guard personnel over a six-month period; and

WHEREAS, Valdez serves as the home to Marine Safety Unit Valdez and Coast Guard Station Valdez, and has been the homeport for many cutters throughout the years, most recently the Coast Guard Cutter Liberty, which arrived this year; and

WHEREAS, the significant presence of the United States Coast Guard in Valdez greatly aids maritime industry operations, safe vessel navigation and emergency response capabilities in the area; and

WHEREAS, Coast Guard service members and their families play a key role in making Valdez a vital and appealing place to live; and

WHEREAS, on April 7th 2021, Valdez was named a Coast Guard City in recognition of the efforts made to make Coast Guard men and women feel at home in our community; and

WHEREAS, Coast Guard Day is an annual celebration of the founding of the United States Coast Guard as the Revenue Marine on August 4th 1790, by then-Secretary of the Treasury Alexander Hamilton.

NOW, THEREFORE, I, Sharon Scheidt, Mayor of the City of Valdez, Alaska, do hereby recognize August 4th 2022 as

Coast Guard Day

and urge our community to join in the celebration of this day and express our sincere appreciation to the service members who provide critical support for maritime safety and security in Port Valdez, Prince William Sound and across Alaska.

Dated this 2nd day of August, 2022.

CITY OF VALDEZ, ALASKA

ATTEST:

Sharon Scheidt, Mayor

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 22-0409, **Version:** 1

ITEM TITLE:

Proclamation: Safe and Sound Week 2022

SUBMITTED BY: Rhea Cragun, Human Resources Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

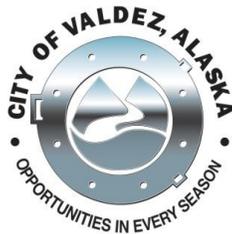
RECOMMENDATION:

Approve proclamation

SUMMARY STATEMENT:

Proclaiming Aug 21 - Aug 27 2022, to be Safe and Sound Week 2022 for City of Valdez Employees and encouraging all citizens to join with the Occupational Safety and Health Administration (OSHA), the City Administration and the City Employee Safety Committee in an effort to increase awareness of the value of following safe practices and staying safe at work while helping enhance their workplace safety efforts.

Please see attached proclamation



PROCLAMATION

WHEREAS, the City of Valdez value safe and healthy workplaces for all of our employees and citizens while recognizing that safe workplaces are sound businesses; and

WHEREAS, the majority of workplace injuries and fatalities are preventable, however more than 5,000 U.S. workers die each year from job-related injuries, and millions more suffer occupational injuries and illnesses; and

WHEREAS, businesses spend \$170 billion a year on costs tied to occupational injuries, illnesses and healthcare, as well as facing intangible costs of losing a loved one, friend or coworker; and

WHEREAS, safer organizations enjoy increased productivity, higher employee satisfaction, a better reputation and an improved bottom line; and

WHEREAS, the Occupational Safety and Health Administration and association partners representing thousands of businesses will mobilize throughout the United States in an effort to increase public awareness of the value of following safe practices and staying safe at work while helping companies and organizations enhance their workplace safety efforts; and

WHEREAS, during the week of Aug. 21-27, 2022, the City of Valdez Administration and Employee Safety Committee will celebrate with the City employees in an effort to increase awareness of the value of following safe practices and staying safe at work while helping enhance their workplace safety efforts; and

NOW, THEREFORE, I, Sharon Scheidt, Mayor of the City of Valdez, do hereby announce and proclaim, Aug. 21-27, 2022, to be

Safe + Sound Week

And encouraging all organizations, community leaders, employers and employees to support activities designed to increase awareness of the importance of safe workplaces for all.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 22-0408, **Version:** 1

ITEM TITLE:

Appointments to City Boards and Commissions

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Review and appoint the below applicants.

SUMMARY STATEMENT:

The following applications were received by the deadline for submission:

Library Board- Michael Jay Stevens, 3-year term from August 2, 2022 to August 30, 2025

Parks and Recreation Commission- Matthew Brunton- 3-month partial term through October 31, 2022 due to vacancy- option to be reappointed for a normal 2-year term in October.

Application Form

Profile

Michael

First Name

Stevens

Last Name

[Redacted]

Email Address

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

[Redacted]

[Redacted]

Home Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

Prince William Sound College

Employer

Administrative Assistant -
Academic Affairs

Occupation

Which Boards would you like to apply for?

Library Board: Submitted

Question applies to Library Board

The current vacancy on the Library Board is to complete a term expiring August 2022. Are you able to commit to serving for that full time period (approximately four months)? You may apply for reappointment in August 2022 if you wish to continue serving after that time.

Yes No

Question applies to multiple boards

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

Yes

Question applies to multiple boards

Regular attendance at meetings by commissioners/board members is crucial to the commission/board's ability to conduct business. Attendance for commissioners/board members is tracked. Under current City Council policy, the seat of a board/committee member or commissioner will be considered vacant following three consecutive absences from regular meetings. At that time, the member will be asked to either resign or be removed by formal action of Council to allow other interested citizens a chance to serve. Are you committed to in-person attendance at most, if not all, commission/board meetings? Do you understand you must provide your commission/board staff as much notice as possible if you must be absent to ensure a quorum is available to conduct commission/board business?

Yes

How did you learn about this vacancy? *

Word of Mouth

Interests & Experience

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

Looking to up my level of civic involvement, and hearing the need for more people to serve on the Library board specifically seemed like a very good way to start.

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

I've worked at the college for over 7 years (counting time as a student employee and additional support for the Valdez Theatre Conference between that and my current position), working in the Academic Affairs department, at times working in conjunction with the Library to order new materials for the Consortium, help faculty locate and order new resources, etc.

[Michael Jay Stevens Resume 2021.pdf](#)

Upload a Resume or Letter of Interest

Application Form

Profile

Mathew

First Name

Brunton

Last Name

[Redacted]

Email Address

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

[Redacted]

[Redacted]

Home Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

self

Employer

Outdoor & Environmental Educator

Occupation

Which Boards would you like to apply for?

Parks & Recreation Commission: Submitted

Question applies to multiple boards

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

Yes. It seems P&R Commission has struggled with establishing agenda items and quorum in recent months (well before the unfortunate passing of a commissioner that created this vacancy), which resulted in cancelled meetings. That was disappointing to me as a community member that sees no shortage of agenda items that could be created and discussed. I'd be an invested and committed member of this board.

Question applies to multiple boards

Regular attendance at meetings by commissioners/board members is crucial to the commission/board's ability to conduct business. Attendance for commissioners/board members is tracked. Under current City Council policy, the seat of a board/committee member or commissioner will be considered vacant following three consecutive absences from regular meetings. At that time, the member will be asked to either resign or be removed by formal action of Council to allow other interested citizens a chance to serve. Are you committed to in-person attendance at most, if not all, commission/board meetings? Do you understand you must provide your commission/board staff as much notice as possible if you must be absent to ensure a quorum is available to conduct commission/board business?

Yes

How did you learn about this vacancy? *

City Website

Interests & Experience

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

There's no place in the world I'd rather live than Valdez. It is surrounded by some of the greatest mountains and wilderness on the planet, which provide adventure unlike no other place. Prior to moving to Valdez, I'd lived in Anchorage for 16 years. I explored the state of Alaska and its mountains extensively during that time. I came to Valdez many times, practically once a month for a couple years to ski and climb, before moving here. I would like to help Valdez achieve its potential as the "outdoor recreation capital of Alaska" in a way that improves the community by diversifying and bolstering the economy, but also while protecting the integrity of the raw, unspoiled, and uncommercialized wilderness that makes this place so unique. My primary interest is helping Valdez develop a trail network for alpine access that would make it one of the greatest hiking, backcountry skiing, and mountaineering destinations in North America. This isn't as big a task as it seems. It just requires a vision for how to create a unique, low-impact, and also very affordable trail network to get through the lower elevation Chugach jungle of our temperate rainforest ecosystem. I've been contemplating this vision for years and developing it daily since I moved here.

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

I have a BA Psychology and MS Outdoor & Environmental Education from Alaska Pacific University, through which my studies focused on outdoor recreation and wellness (individual and community). My graduate thesis was a pilot study of a grassroots, minimalist model for a recreational avalanche information program for Alaska's most readily accessible avalanche terrain where 19 avalanche related fatalities have occurred: the Western Chugach Mountains (primarily of Chugach State Park) around Anchorage. This thesis project became the Anchorage Avalanche Center, through which I ran a volunteer avalanche information and education program for the greater Anchorage area community for nearly a decade. Of note, the community of Valdez struggles with avalanche information and education despite providing significant funding to the Valdez Avalanche Center (~\$60,000/season more funding than the program I ran in Anchorage). With their forecaster being based at 46 mile, the Valdez Avalanche Center provided basically no professional observations and information for the Valdez side of Thompson Pass to the Port this entire past season. That's unacceptable, considering Valdez taxpayers fund the avalanche center through the CSO program and that the majority of winter recreation is very arguably done closer to the Port (e.g. Dayville/TAPS, Glacier Lake, and Mineral Creek areas) than Thompson Pass. The Valdez Avalanche Center provided no youth avalanche education last winter (which is unacceptable in a community like Valdez where EVERYONE should be educated about avalanches considering how much potentially deadly avalanche terrain is near the community). As an outdoor leadership instructor at Prince William Sound College, the students in my outdoor safety and risk course filled a bit of that void by delivering avalanche education programs at Hermon Hutchens Elementary School. Another huge issue in the community I discovered this spring was the lack of any coordinated bear safety education for youth in our schools. Again, my PWSC students and I filled part of that void by providing a day of "Bear Science & Safety" education at the local elementary school that was very well received. There are other areas in which the community of Valdez needs increased and improved outdoor and environmental education programs. I would like to see the community develop a sustainable means for delivering bear, avalanche, fire, and water safety programs to school-aged youth every year. Living in Valdez, it's as essential to know and understand bear (wildlife), avalanche, fire, and water safety as it is algebra and the scientific method. I worked for Anchorage Parks & Rec in a couple different positions as a grad student. Most significantly, as the "Field Educator" for the Youth Employment in Parks program (a partnership between the non-profit Anchorage Park Foundation and the city's Parks & Rec Dept.) through which I developed and delivered the summer youth employment program's integrated outdoor and environmental education curriculum in addition to helping the Program Manager with program management. I also supervised the program's Americorps intern, so am familiar with that interface. Finally, I regularly pursue and enjoy many different outdoor pursuits: skiing, climbing, backpacking, mountain biking, packrafting, hunting, and fishing. I understand user-group conflicts and the necessity of associated institutions creating a public land experience that is respectful of and enjoyable for all user groups.

[Mat Brunton -
_Outdoor Resume Spring 2022.pdf](#)

Upload a Resume or Letter of Interest



Legislation Text

File #: 22-0410, **Version:** 1

ITEM TITLE:

Approval of 2022 Annual Renewal of Certificate of Public Conveyance (Taxi License) for Valdez Yellow Cab

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

The Ports and Harbors Commission unanimously recommended renewal of the Certificate of Public Conveyance for Valdez Yellow Cab for 2022.

SUMMARY STATEMENT:

In accordance with Chapter 5.16 of the Valdez Municipal Code, Valdez Yellow Cab has applied for the annual renewal of their Certificate of Public Convenience and Necessity (taxi cab license) to the City Clerk's Office. Their current Certificate expired December 31, 2021.

Section 5.16.050 of the Code requires a renewal recommendation from the Ports & Harbors Commission (formerly the Transportation Commission) to be forwarded to the City Council.

The Ports and Harbors Commission reviewed the 2022 application at their regular meeting of July 18th 2022 and has forwarded their recommendation to City Council.

Valdez Yellow Cab's 2022 renewal application (attached) includes three vehicles and three drivers to be authorized under their new Certificate, once approved.

The 2022 renewal application also includes information about fare rate changes.

The company may add or remove vehicles and drivers to their Certificate throughout the year by providing proper required documentation to the City Clerk's office, to include vehicle permits/inspections/insurance and copies of chauffeur's licenses. There is no cost to add vehicles or drivers and a new paper certificate is issued each time a change is made. Additions do not change the expiration date of the Certificate.



Certificate of Public Convenience and Necessity

Renewal Application Check List

Submit all documents in one package by established deadline.
Failure to do so could result in possible suspension of your current certificate.

- Application returned and complete: ESB 6/15/22
Yes: X No: _____
- Renewal Application Fee (\$100) paid, with receipt attached: AEF Yes: 2/10/22 No: _____
- Current Rate/Fare:
 - Rate/Fare list attached: AEF Yes: 2/25/22 No: _____
 - Are there any proposed changes to prior rates/fares: ESB Yes: _____ No: _____ TBD
- Current State of Alaska business registration attached: AEF Yes: 2/10/22 No: _____
- Current City of Valdez business registration attached: AEF Yes: 2/25/22 No: _____
- Copy of Company Liability Insurance Certificate attached (with City of Valdez named as additional insured) AEF Yes: 2/10/22 No: _____
- For Vehicle Operators/Drivers:
 - Form complete with list of operators/drivers: AEF Yes: 2/10/22 No: _____
 - Copies of Chauffeur's License for each driver: ESB Yes: 6/15/22 No: _____
- Vehicle List form complete covering all vehicles operated under the Public Convenience Certificate: AEF Yes: 2/10/22 No: _____
- For Vehicle #1: Dodge Grand Caravan JLG774
 - Complete Vehicle for Hire Permit attached: AEF Yes: 2/25/22 No: _____
 - Complete for Hire Vehicle Inspection form: AEF Yes: 2/10/22 No: _____
(Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal)
 - Current Insurance Policy attached: AEF Yes: 2/28/22 No: _____
 - Is insurance current (not expired): AEF Yes: 2/28/22 No: _____
 - Does insurance cover vehicle listed (confirm VIN): AEF Yes: 2/28/22 No: _____
- For Vehicle #2 (if applicable): Ford Focus JHX213
 - Complete Vehicle for Hire Permit attached: AEF Yes: 2/25/22 No: _____
 - Complete for Hire Vehicle Inspection form: AEF Yes: 2/10/22 No: _____
(Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal)
 - Current Insurance Policy attached: AEF Yes: 2/10/22 No: _____
 - Is insurance current (not expired): AEF Yes: 2/10/22 No: _____
 - Does insurance cover vehicle listed (confirm VIN): AEF Yes: 2/10/22 No: _____



For Vehicle #3 (if applicable): Dodge Caravan SE LFE447

Complete Vehicle for Hire Permit attached:

AEP Yes: 2/25/22 No: _____

Complete for Hire Vehicle Inspection form:

AEP Yes: 2/10/22 No: _____

(Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal)

Current Insurance Policy attached:

AEP Yes: 2/25/22 No: _____

Is insurance current (not expired):

AEP Yes: 2/25/22 No: _____

Does insurance cover vehicle listed (confirm VIN):

AEP Yes: 2/25/22 No: _____

For Vehicle #4 (if applicable):

Complete Vehicle for Hire Permit attached:

Yes: _____ No: _____

Complete for Hire Vehicle Inspection form:

Yes: _____ No: _____

(Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal)

Current Insurance Policy attached:

Yes: _____ No: _____

Is insurance current (not expired):

Yes: _____ No: _____

Does insurance cover vehicle listed (confirm VIN):

Yes: _____ No: _____

For Vehicle #5 (if applicable):

Complete Vehicle for Hire Permit attached:

Yes: _____ No: _____

Complete for Hire Vehicle Inspection form:

Yes: _____ No: _____

(Must be complete & signed by Inspecting Officer with all issues resolved prior to submittal)

Current Insurance Policy attached:

Yes: _____ No: _____

Is insurance current (not expired):

Yes: _____ No: _____

Does insurance cover vehicle listed (confirm VIN):

Yes: _____ No: _____

For Clerk's Office Use Only

Date application and supporting documentation submitted: 02-10-2022

Date application verified as complete, to include policy expiration dates: _____

Meeting date application sent to City Ports & Harbor Commission: _____ Approved/Disapproved (Circle One)

Meeting date application sent to City Council: _____ Approved/Disapproved (Circle One)

Date Public Convenience and Necessity Certificate Issued: _____

Date Notification of Disapproval Given to Owner (if applicable): _____

Timeline/Notes

11/14/2021 - Renewal Reminder Letter sent AEP

12/14/2021 - Received letter about need for additional time from Yellow Cab AEP

02/10/2022 - Received incomplete renewal from Yellow Cab. AEP

02/15/2022 - Letter outlining missing items sent AEP

02/25/2022 - Met w/ Ms. Johnson + Ms. White in person to resolve some missing items and outline other items. Follow-up letter sent documenting list. AEP

02/28/2022 - VPD confirmed 2 of 3 chauffeur's licenses expired. Spoke with Ms. Johnson and sent follow-up letter. Ms. Smith provided current vehicle insurance AEP

Received

FEB 10 2022

City of Valdez

APPLICATION FOR RENEWAL OF
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Date: 2/10/2022

Application Year: 2022

Legal Name of and Address of Applicant Company:

Valdez Yellow Cab

Name and Address of Owner, Partners or Corporate Officers:

CHAD M. JOHNSON Physical Address #95
P.O. B 996, VOT, AK Alderwood Tlv. Pk

Please attach a copy of your City of Valdez & State of Alaska business licenses.

Insurance Carrier and Policy No. **(Attach copy of current policy for the company)**

Location of Dispatch Office or Terminal:

#95 Alderwood Tlv Pk

Telephone No: 907-835-2500

Number of Vehicles by Virtue of this Certificate: 3

Please complete the attached vehicle form. Include completed copies of each vehicle's for hire permit, for hire vehicle inspection form and insurance coverage.

Please attach a copy of your current routes.

Are there any changes to your current routes from the previous year?

Yes No

If you answered yes, please describe changes:

Please attach a current rate/fare sheet with this application.

Are there any changes to your Rate/Fare from the previous year?

Yes No

Number of Drivers by Virtue of this Certificate: 3

All employees operating vehicles for hire within the City of Valdez must possess a valid Chauffer's license issued by the City. **Please complete the attached list of operators/drivers and include copies of current chauffeurs' licenses for each driver.**

Renewal Application Fee: \$100. Please visit the City Hall front office or call (907) 835-4313 to pay your fee for the current permit year. You may also submit a check payable to the City of Valdez with this application. **Please attach a copy of your receipt indicating you paid your renewal application fee for the current permit year.**

I, GAIL M. JOHNSON, owner/agent for Valdez Yellow Cab hereby agree to maintain a written record of all dispatches of vehicles operated under the above company license; including names of all chauffeurs of such vehicles and dates and hours of their employment on each vehicle operated under such license. All such records shall be preserved by the above firm for not less than two years and shall be made available to the City of Valdez upon request. I further agree to comply with all regulations and requirements in Chapter 5.16 of the Valdez Municipal Code.

[Signature]

Signature of Owner/Agent

Subscribed and sworn to before me this 10 day of February, 2022



Sheri Boyles

Notary Public in and for the State of Alaska

My Commission Expires: 6/27/22

City of Valdez
212 Chenega Ave
PO Box 307
Valdez AK 99686

1-907-835-4313

Receipt No: 18.022934

Feb 10, 2022

gail johnson

Previous Balance:	.00
General - Yellow Cab License Renewal Fee	100.00
001-0000-32200 Other Licenses	
<hr/>	
Total:	100.00
<hr/>	
Cash	100.00
Payor: gail johnson	
Total Applied:	100.00
<hr/>	
Change Tendered:	.00
<hr/>	

Duplicate Copy

02/10/2022 1:28 PM

VALDEZ YELLOW CAB PRICE LIST:

Please, no checks written to Valdez Yellow Cab, Thanks

- Anywhere in town \$7.00**
- Zone 2 \$10.00**
- South Central \$14.00**
- Airport \$14.00**
- Glacier Campground \$17.00**
- Mark's Repair \$14.00**
- Ball Park \$17.00**
- Robe River \$18.00**
- 6 Mile \$20.00**
- Alpine Woods \$24.00**
- Petro Star \$22.00**
- Solomon Gulch \$24.00**
- Blueberry Hill, Cottonwood Sub., and Homestead Road \$10.00**
- Homestead Rd. to Airport \$15.00**
- Alyeska Terminal \$25.00**
- 2 people \$15.00 each**
- 3 people \$13.00 each**
- 4 people or more \$11.00 ea.**

\$3.00 for each additional person
\$3.00 for additional stop
Children under 12, accompanied by an adult-free
Deliveries are the base fare, plus \$4.00
Jump starts are the base fare, plus \$10.00
Waiting time is \$.50 per minute

Dear Allie - most on here of which is currently applicable will be making copies of commercial insurance ~~license~~ - we are working on new rates they will go up slightly but want input from drivers of what they think would be fair
- thanks GWA

Will drop off rest by tomorrow price list may take a little bit. If we can't settle, will just use old one -

Received
JUN 15 2022
City of Valdez

Valdez Yellow Cab

907.835.2500

Taxi Service

Price List...

\$7.00 **In Town** One way

\$12.00 Round trip (includes 5 min. wait) *additional wait time is .50 per minute

\$12.00 Homestead Rd, Blueberry Hill, Cottonwood

\$12.00 **To Airport Road** Mineral Creek Loop, Alderwood

\$16.00 Valdez Mobile Home Park, Airport, Mark's Repair

\$19.00 Glacier Camp

\$25.00 Glacier Lake

\$20.00 Ballfields, Corbin Creek

\$22.00 Dayville Road, Robe River

\$23.00 **To 4-mile** 6-mile 25.00, 7-mile 27.00 (uphill, summer only add 4.00)

\$25.00 Allison Point, Hatchery

\$30.00 Alyeska

\$30.00 Alpine

AdditionalCharges

Credit Card purchases add 5%

Wait time is .50 per minute

Additional passengers \$3.00 each

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 YELLOW CAB

POB 996, VALDEZ, AK 99686

owned by

GAIL M JOHNSON

is licensed by the department to conduct business for the period

October 27, 2020 to December 31, 2022
for the following line(s) of business:

48 - Transportation and Warehousing



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



CITY OF VALDEZ BUSINESS REGISTRATION

ISSUED TO:

Valdez Yellow Cab
Gail M. Johnson
(907) 835-2500

#95 Alderwood, Airport Rd
Valdez, AK, 99686

ISSUED BY:

City of Valdez
Planning Department
907-834-3401

PO Box 307
Valdez, AK 99686

REGISTRATION NUMBER: 22-262

BUSINESS DESCRIPTION: Taxi Service

BUSINESS TYPE: transportation

APPROVED BY:

Kate Hulen

Approval Status

Approved

VALID FROM: 01/01/2022

EXPIRES: 12/31/2022

This license is non-transferable and is issued in compliance with the City of Valdez, AK per Valdez Municipal Code 5.04.

Received
FEB 25 2022
City of Valdez

DRIVERS OPERATING FOR HIRE VEHICLES UNDER THIS PERMIT

Attach copies of current City of Valdez Chauffeur's License for each driver listed.

Permit Year: 2022

Driver #1

Name: Beryl J E Smith

DOB: [REDACTED]

Driver's License No.: [REDACTED]

Expiration Date of Chauffeur's License: 12-22

Copy of Chauffeur's License Attached: YES/NO N/A

Driver #2

Name: Carol Elaine White

DOB: [REDACTED]

Driver's License No.: [REDACTED] G-ADL 7111107

Expiration Date of Chauffeur's License: 12/2022

Copy of Chauffeur's License Attached: YES/NO program not documented

Driver #3

Name: Chad M. Johnson

DOB: [REDACTED]

Driver's License No.: [REDACTED]

Expiration Date of Chauffeur's License: 12/2022

Copy of Chauffeur's License Attached: YES/NO program not documented

Driver #4

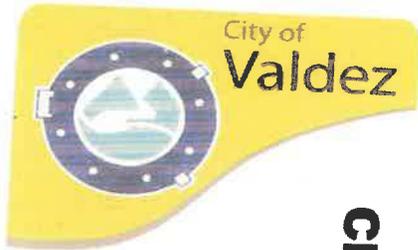
Name: _____

DOB: _____

Driver's License No.: _____

Expiration Date of Chauffeur's License: _____

Copy of Chauffeur's License Attached: YES/NO



Chauffeurs



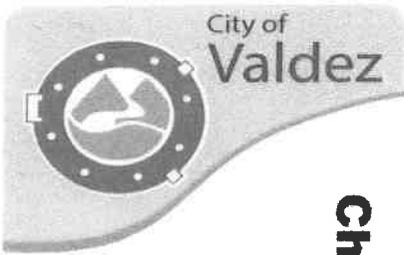
12/31/2022 12:00:00 AM

BERYL SMITH

Yellow Cab Company

Received
JUN 16 2022
City of Valdez

Attn: Asst. City Clerk

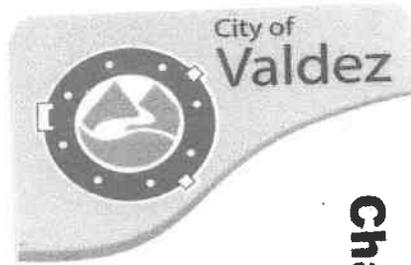


Chauffeurs



12/31/2024 12:00:00 AM

GAIL JOHNSON
Yellow Cab Company



Chauffeurs



12/31/2024 12:00:00 AM

CAROL WHITE
Yellow Cab Company

VEHICLES TO BE OPERATED UNDER THIS PERMIT

Attach copies of current vehicle insurance and State of Alaska vehicle registration for each vehicle listed.

Permit Year: 2022

Make: Dodge

Model: Grand Caravan

Serial No: [REDACTED]

License No: JLG 774

Color: White

Registered Owner: BJE Smith

Inspected By: Shumate 282

Date of Inspection: 12/20/21

Make: Ford 2004

Model: FOCUS SE

Serial No: [REDACTED]

License No: JHX 213

Color: Navy Blue

Registered Owner: Carol Elaine White

Inspected By: Baerum 114

Date of Inspection: 2.10.2022

Make: Dodge 2002

Model: 1300

Serial No: [REDACTED]

License No: LFE 447

Color: Silver

Registered Owner: Carol Elaine White

Inspected By: Shumate 282

Date of Inspection: 12.20.21

Make: _____

Model: _____

Serial No: _____

License No: _____

Color: _____

Registered Owner: _____

Inspected By: _____

Date of Inspection: _____

City of Valdez, Alaska
2022 FOR HIRE VEHICLE PERMIT

Registered Owner of Vehicle

Name: Beryl JE Smith
Address: [REDACTED] Valdez, AK 99686

Owner of Certificate of Public Convenience:

Name: Gail Johnson
Address: [REDACTED] Valdez, AK 99686

Vehicle License No: JLG774

VIN#: [REDACTED]

Make: Dodge

Model: Grand Caravan

Color: White

Insurance Company: Hartford

Policy# 55PHH969808

Vehicle Inspected by: Shumate/282

Date of Inspection: 12/20/21

Signature of Registered Owner: [Signature]

Signature of Holder of Certificate of Public Convenience: [Signature]

Permit issued on 3/1/2022

Authorized By: [Signature]
Bart Hinkle, Chief of Police

City of Valdez

2022 FOR HIRE VEHICLE INSPECTION

COMPANY: Valdez Yellow Cab FOR HIRE VEHICLE ID# _____

ADDRESS: P.O. Box 996, Valdez, Alaska 99686 TELEPHONE# 907-835-2500

REGISTERED OWNER OF VEHICLE: Beryl J E Smith

VEHICLE MAKE Dodge MODEL Grand Caravan YEAR 2013

VEHICLE LICENSE# JL8774 VIN# XXXXXXXXXX

INSPECTING OFFICER: 282 DATE OF INSPECTION: 12/20/21

ITEM	GOOD	FAIR	NEEDS REPAIR	REMARKS OR INSTRUCTIONS
Head Lights	✓			
Tail Lights	✓			
Brake Lights	✓			
Emergency Flashers	✓			
Back Up Lights	✓			
Turn Signals	✓			
Top "Taxi" Light	N/A			
Interior Light	✓			
Horn	✓			
Windshield Wipers	✓			
Exhaust System	✓			
Tires	✓			
Vehicle Marked	✓			
Proper Lettering	✓			
License Plate Light	✓			
Steering	✓			
Brakes	✓			
Interior Conditions	✓			

CUSTOMER COPY

STATE OF ALASKA

VEHICLE REGISTRATION

DIVISION OF MOTOR VEHICLES

EXPIRES LAST DAY OF:
AUG 2022

LICENSE NO.
JLG774

TAB NO.
N107185

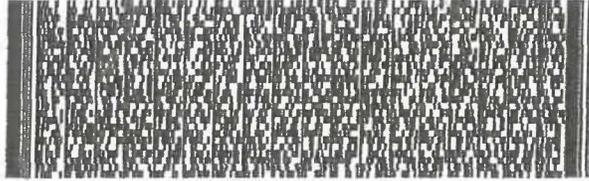
CLASS
10

DATE
08/20/2020

VEHICLE IDENTIFICATION NO.

VEHICLE DESCRIPTION

MAKE DODG
MODEL CVN
YEAR 2013
BODY VP
COLOR WHI
WEIGHT 3500
UNIT



FEES

REGISTRATION \$100.00
TITLE \$15.00
LIEN \$0.00
MVRT \$0.00
INSPECTION \$0.00
TP/MISC \$0.00
TOTAL \$115.00

OWNER/REGISTRANT
BERYL JIMELSA ELLEN SMITH

LIENHOLDER
NO LIEN

TITLE & REG

591 3849 08 20 2020 1529

RESIDENCE ADDRESS

VALDEZ, AK 99686

VALDEZ, AK 99686



STATE OF ALASKA LIABILITY
INSURANCE IDENTIFICATION CARD

INSURED: Beryl E Smith

Valdez, AK 99686-1329

POLICY NUMBER: 55PHH969808

EFFECTIVE DATE: 02/06/2021, 12:01AM

EXPIRATION DATE: 02/06/2022, 12:01AM

YEAR/MAKE/MODEL: 2013 Dodge Grand Caravan SE

HARTFORD INSURER: Hartford Insurance Company of the Midwest
4040 Vincennes Circle
Indianapolis, IN 46268

EXPIRED - SEE NEW CARD

KEEP THIS CARD IN YOUR VEHICLE AT ALL TIMES. Not valid for more than one year from the effective date. Coverage meets minimum liability required by law.



**STATE OF ALASKA LIABILITY
INSURANCE IDENTIFICATION CARD**

INSURED: Beryl J E Smith

Valdez, AK 99686-1329

POLICY NUMBER: 55PHH969808

EFFECTIVE DATE: 02/06/2022, 12:01AM

EXPIRATION DATE: 02/06/2023, 12:01AM

YEAR/MAKE/MODEL: 2013 Dodge Grand Caravan SE

VIN: 2C4RDGBG2DR599865

HARTFORD INSURER: Hartford Insurance Company of the Midwest
4040 Vincennes Circle
Indianapolis, IN 46268

Received

FEB 28 2022

City of Valdez

KEEP THIS CARD IN YOUR VEHICLE AT ALL TIMES. Not valid for more than one year from the effective date. Coverage meets minimum liability required by law.

City of Valdez, Alaska
2022 FOR HIRE VEHICLE PERMIT

Registered Owner of Vehicle

Name: Carol Elaine White
Address: [REDACTED]

Owner of Certificate of Public Convenience:

Name: ERIK M. JOHNSON
Address: [REDACTED]

Vehicle License No: JHX 513

VIN#: [REDACTED]

Make: FORD

Model: FOCUS

Color: BLUE

Insurance Company: GEICO

Policy# 4556-59-98-37

Vehicle Inspected by: AARON BACZUK - 114 VPD

Date of Inspection: 2-10-2022

Signature of Registered Owner: Carol White

Signature of Holder of Certificate of Public Convenience: [Signature]

Permit issued on 3/1/2022

Authorized By: [Signature]

Bart Hinkle, Chief of Police

City of Valdez

2022 FOR HIRE VEHICLE INSPECTION

COMPANY: Valdez Yellow Cab FOR HIRE VEHICLE ID# _____

ADDRESS: _____ TELEPHONE: _____

REGISTERED OWNER OF VEHICLE: CAROL WHITE

VEHICLE MAKE FORD MODEL FOCUS YEAR 2004

VEHICLE LICENSE# JHX 213 VIN# _____

INSPECTING OFFICER: AARON BACZUK DATE OF INSPECTION: 2-10-2022
114 VPD

ITEM	GOOD	FAIR	NEEDS REPAIR	REMARKS OR INSTRUCTIONS
Head Lights	X			
Tail Lights	X			
Brake Lights	X			
Emergency Flashers	X			
Back Up Lights	X			
Turn Signals	X			
Top "Taxi" Light				NONE
Interior Light	X			
Horn	X			
Windshield Wipers	X			
Exhaust System	X			
Tires	X			
Vehicle Marked	X			
Proper Lettering	X			
License Plate Light	X			
Steering	X			
Brakes	X			
Interior Conditions	X			

GEICO Alaska Insurance Identification Card
geico.com 1-800-841-3000

GEICO ADVANTAGE INSURANCE COMPANY
P.O. Box 509090 • San Diego, CA 92150-9090

Policy Number	Effective Date	Expiration Date	Vehicle ID No.
4556-59-98-37	02-15-22	08-15-22	[REDACTED]
Year	Make	Model	Vehicle ID No.
2002	DODGE	CARAVAN SE	[REDACTED]

Insured:
Carol Elaine White
Harry Davis White

GEICO Alaska Insurance Identification Card
geico.com 1-800-841-3000

GEICO ADVANTAGE INSURANCE COMPANY
P.O. Box 509090 • San Diego, CA 92150-9090

Policy Number	Effective Date	Expiration Date	Vehicle ID No.
4556-59-98-37	02-15-22	08-15-22	[REDACTED]
Year	Make	Model	Vehicle ID No.
2004	FORD	FOCUS SE	[REDACTED]

Insured:
Carol Elaine White
Harry Davis White

City of Valdez, Alaska
2022 FOR HIRE VEHICLE PERMIT

Registered Owner of Vehicle

Name: CAROL ELAINE WHITE
Address: [REDACTED] Valdez, AK (AEP)

Owner of Certificate of Public Convenience:

Name: GRAHAM M. JOHNSON
Address: [REDACTED]
Vehicle License No: LFE 447 (AEP)
VIN#: [REDACTED]
Make: DODGE
Model: RFC Caravan SE
Color: SILVER
Insurance Company: GEICO
Policy#: 4556-59-98-37
Vehicle Inspected by: shumate 202 (AEP)
Date of Inspection: 12/20/21
Signature of Registered Owner: Carol White
Signature of Holder of Certificate of Public Convenience: [Signature]

Permit issued on 3/1/2022
Authorized By: [Signature]
Bart Hinkle, Chief of Police

City of Valdez

2022 FOR HIRE VEHICLE INSPECTION

COMPANY: Valdez Yellow Cab FOR HIRE VEHICLE ID# _____

ADDRESS: _____ TELEPHONE# _____

REGISTERED OWNER OF VEHICLE: Carol Elaine White

VEHICLE MAKE Dodge MODEL Caravan YEAR 2002

(NET)

VEHICLE LICENSE# LFE 447 VIN# _____

INSPECTING OFFICER: Shonak/202 DATE OF INSPECTION: 12/20/21

ITEM	GOOD	FAIR	NEEDS REPAIR	REMARKS OR INSTRUCTIONS
Head Lights	✓			
Tail Lights				
Brake Lights			✓	FIXED - SEE ATTACHED RECEIPT
Emergency Flashers				
Back Up Lights			Needs S...	FIXED - SEE ATTACHED RECEIPT
Turn Signals	✓			
Top "Taxi" Light	✓			
Interior Light	✓			
Horn	✓			
Windshield Wipers	✓			
Exhaust System	✓			
Tires	✓			
Vehicle Marked	No	1		
Proper Lettering				
License Plate Light	✓			
Steering	✓			
Brakes	✓			
Interior Conditions	✓			

CUSTOMER COPY

STATE OF ALASKA

VEHICLE REGISTRATION

DIVISION OF MOTOR VEHICLES

EXPIRES LAST DAY OF:
JUN 2023

LICENSE NO.
LFE447

TAB NO.
R164271

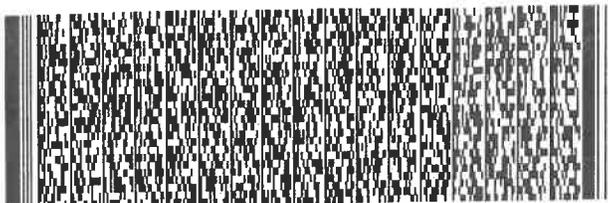
CLASS
11

DATE
06/21/2021

VEHICLE IDENTIFICATION NO.
[REDACTED]

VEHICLE DESCRIPTION

MAKE DODG
MODEL REC
YEAR 2002
BODY VP
COLOR SIL
WEIGHT 4415
UNIT



RECONSTRUCTED VEHICLE

FEES

REGISTRATION	\$0.00
TITLE	\$15.00
LIEN	\$0.00
MVRT	\$0.00
INSPECTION	\$0.00
TP/MISC	\$0.00
TOTAL	\$15.00

OWNER/REGISTRANT
CAROL ELAINE WHITE

LIENHOLDER
NO LIEN

MAILING ADDRESS
[REDACTED]
VALDEZ, AK 99686

TITLE & REG
591 3942 06 21 2021 0850

RESIDENCE ADDRESS
[REDACTED]
VALDEZ, AK 99686

WARNING

It is illegal to display incorrect license plates or month/year tabs on a vehicle. Make certain that this registration agrees with the license number on the vehicle. Failure to display the proper license plates and month/year tabs could result in a citation and/or impoundment of the vehicle. You must notify DMV in writing of name and address changes within 30 days of the change.

ORGAN AND TISSUE DONATION

A person who is 18 or more years of age may make an anatomical gift by designating a 'Yes' response at your local DMV office on any DMV form that asks the question or by signing up on the registry website at www.AlaskaDonorRegistry.org

MANDATORY INSURANCE AND FINANCIAL RESPONSIBILITY

The Alaska Mandatory Insurance law (AS 28.22) requires the owner or operator of a vehicle to have liability insurance in the amount of not less than \$50,000/\$100,000 for bodily injury or death and \$25,000 for property damage. The law requires you to carry proof of insurance in the vehicle.

Failure to have the required insurance may result in a suspension of your driving privileges for up to one year. Vehicle owners or drivers who are at fault in a collision are required by the Financial Responsibility law (AS 28.20) to pay for any property damage or injury caused to another person. If there is a reasonable possibility that you may be found liable in a civil court, your privilege to drive will be suspended for up to three years.

Received

FEB 25 2022

City of Valdez

GEICO 1-800-841-3000
geico.com

GEICO ADVANTAGE INSURANCE COMPANY
P.O. Box 509090 • San Diego, CA 92150-9090

Policy Number 556-59-98-37
Year 002
Make DODGE
Model GR CARA ES

Effective Date 02-25-22
Expiration Date 08-15-22
Vehicle ID No. [REDACTED]

Insured:
Carol Elaine White
Harry Davis White

GEICO Alaska Insurance Identification Card
geico.com 1-800-841-3000

GEICO ADVANTAGE INSURANCE COMPANY
P.O. Box 509090 • San Diego, CA 92150-9090

Policy Number 556-59-98-37
Year 002
Make DODGE
Model GR CARA ES

Effective Date 02-25-22
Expiration Date 08-15-22
Vehicle ID No. [REDACTED]

Insured:
Carol Elaine White
Harry Davis White

IMPORTANT INFORMATION

Here are your Policy Identification Cards. Two cards have been provided for each vehicle insured. Please destroy your old cards when the new cards become effective.

Due to space limitations on the ID card, only the Named Insured and the Co-Insured are listed. For a full list of drivers covered under this policy, please log onto geico.com or reference the Drivers section of your Declarations Page, which is included with your insurance packet.

Please notify us promptly of any change in your address to be sure you receive all important policy documents. Prompt notification will enable us to service you better.

Your policy is recorded under the name and policy number shown on the card.

If you would like additional ID cards, you can go online to **geico.com** or call us at **1-800-841-3000**.

CAROL WHITE AND HARRY WHITE

[REDACTED]
VALDEZ, AK 99686-0342



Office of the City Clerk
PO Box 307
Valdez, AK 99686

November 16, 2021

Valdez Yellow Cab
P.O. Box 996
Valdez, AK 99686

Dear Gail:

Our records indicate your certificate of public conveyance (taxi operations license) for Valdez Yellow Cab will expire on December 31, 2021.

As a convenience to you, please find the application packet enclosed for the annual renewal of your certificate of public conveyance.

Please return the completed renewal application, along with all documents as listed in the renewal application check list. The renewal application fee in the amount of \$100 must be paid at the time of application.

Just as a reminder, all vehicles used in the operation of your business to transport the public must be inspected and listed on the vehicle inventory sheet. Please contact the Valdez Police Department directly to schedule your vehicle inspections. A signed copy of the inspection and a current inspection permit issued by the VPD for each vehicle must be included with your renewal application.

Valid liability insurance for your company, valid insurance for each vehicle used, and copies/documentation of chauffeur's licenses for every driver employed by your business must also be included with your application at the time of submission.

Please return your completed application packet to my office as soon as possible but no later than December 14, 2021. If for some reason you are unable to submit your application for any reason by that deadline, please contact me as soon as possible.

Upon receipt of your completed application and all required documents, I will process your certificate renewal and send to the Ports & Harbor Commission and City Council for review and approval. **I will provide dates for when your application will appear before the commission and city council once I have received all your required application materials.**

Please feel free to contact me at ferko@valdezak.gov, office (907) 834-3468, or cell (907) 202-0711 with questions or concerns.

Sincerely,


Allie Ferko
Deputy City Clerk

Valdez Yellow Cab

Po Box 996
Valdez AK 99686

December 14, 2021

Allie Ferko
City of Valdez

Dear Allie,

As the holder of the Certificate of Public Convenience, I Gail Johnson would like to request an extension of the renewal date for Valdez Yellow Cab.

Due to recent illness and vehicle repairs we have been unable to obtain the required vehicle inspections. Everything else is fairly set. We will do the inspections as soon as the needed repairs are finished. We currently are running with one taxi for all shifts.

Thank you for your consideration.

Sincerely

Gail Johnson



Office of the City Clerk
PO Box 307
Valdez, AK 99686

February 15, 2022

Valdez Yellow Cab
P.O. Box 996
Valdez, AK 99686

Dear Gail,

Thank you for submitting your application for Yellow Cab's annual Certificate of Public Conveyance renewal on February 10, 2022.

After processing your submitted application, I found the following documents missing:

- Approved copy of your City of Valdez business license.
- Current rate/fare list.
- Your signature on the 2022 For Hire Vehicle Permit for Dodge Grand Caravan (License # JLG774).
- Valdez insurance card for Dodge Grand Caravan (License # JLG774). Submitted insurance card expired on February 6, 2022. Please provide a valid insurance card for this vehicle.
- Your signature and Carol White's signature on the 2022 For Hire Vehicle Permit for Ford Focus (License # JHX213).
- Your signature on 2022 For Hire Vehicle Permit for Dodge Caravan SE (License # LFE447).
- The VIN number on the insurance card and state registration for the Dodge Caravan SE (License # LFE447) does not match. Please provide an updated insurance card for this vehicle with the correct VIN.

Additionally, we must have documentation of all driver's chauffeur's licenses prior to submission for formal approval. I understand there has been a delay in the Valdez Police Department printing these for you due to hardware issues. So, I will work with them directly to obtain this documentation.

Upon receipt of all required documents, I will process your certificate renewal and send to the Ports & Harbor Commission and City Council for review and approval. **I will provide dates for when your application will appear before the commission and city council once I have received all your required application materials.**

Please feel free to contact me at afferko@valdezak.gov, office (907) 834-3468, or cell (907) 202-0711 with questions or concerns.

Sincerely,


Allie Ferko
Deputy City Clerk



Office of the City Clerk
PO Box 307
Valdez, AK 99686

February 25, 2022

Valdez Yellow Cab
P.O. Box 996
Valdez, AK 99686

Dear Gail,

Thank you to you and Carol White for meeting with me today to review the missing items for Yellow Cab's annual Certificate of Public Conveyance renewal.

After our meeting, the following documents are still needed to complete your application:

- Approved copy of your 2022 City of Valdez business license.
- Valdez insurance card for Dodge Grand Caravan (License #JLG774). Submitted insurance card expired on February 6, 2022. Please provide a valid insurance card for this vehicle.
- The VIN number on the insurance card and state registration for the Dodge Caravan SE (License # LFE447) does not match. Please provide an updated insurance card for this vehicle with the correct VIN.

Additionally, we must have documentation of all driver's chauffeur's licenses prior to submission for formal approval. I understand there has been a delay in the Valdez Police Department printing these for you due to hardware issues. So, I will work with them directly to obtain this documentation.

Upon receipt of all required documents, I will process your certificate renewal and send to the Ports & Harbor Commission and City Council for review and approval. **I will provide dates for when your application will appear before the commission and city council once I have received all your required application materials.**

Please feel free to contact me at afferko@valdezak.gov, office (907) 834-3468, or cell (907) 202-0711 with questions or concerns.

Sincerely,


Allie Ferko
Deputy City Clerk



Office of the City Clerk
PO Box 307
Valdez, AK 99686

February 28, 2022

Valdez Yellow Cab
Attn: Gail Johnson
P.O. Box 996
Valdez, AK 99686

Dear Gail,

As an update to my previous letter on February 25, 2022, the following documents are still needed to complete your certificate of public conveyance (taxi license) renewal application:

- Valdez insurance card for Dodge Grand Caravan (License #JLG774). Submitted insurance card expired on February 6, 2022. **Please provide a valid insurance card for this vehicle.**
- After verification with Valdez Police Department, I confirmed the chauffeur's licenses for both you and Carol White are expired as of December 31, 2021. (Beryl Smith is current thru December 31, 2022.) See attached documentation. Current chauffeur's licenses are required for all drivers listed in your application. **Please provide proof of valid chauffeur's licenses for you and Carol White.**

Upon receipt of all required documents, I will process your certificate renewal and send to the Ports & Harbor Commission and City Council for review and approval. **I will provide dates for when your application will appear before the commission and city council once I have received all your required application materials.**

Please feel free to contact me at [aferko@valdezak.gov](mailto: aferko@valdezak.gov), office (907) 834-3468, or work cell (907) 202-0711 with questions or concerns.

Sincerely,

Allie Ferko
Deputy City Clerk

Enclosed (1) Email From VPD Dated 02.28.2022
(2) COPIES OF last chauffeur's license renewal applications
for Gail Johnson, Carol White, and Beryl Smith. (AEF)

02.28.2022 (AEF)
Spoke w/ Ms. Johnson and Ms. Smith about chauffeur's licenses
and insurance (respectively). Both said were working to
resolve. Ms. Johnson is aware taxi license cannot proceed
without these items.

**Chapter 5.16
FOR-HIRE VEHICLES**

Sections:

[5.16.010 Definitions.](#)

[5.16.020 Certificate of public convenience and necessity required.](#)

[5.16.030 Application for certificate.](#)

[5.16.040 Exemptions.](#)

[5.16.050 Ports and harbor commission recommendation.](#)

[5.16.060 Public hearing.](#)

[5.16.070 Approval of certificate.](#)

[5.16.080 Rates and routes.](#)

[5.16.090 Action of city council.](#)

[5.16.100 Issuance.](#)

[5.16.110 Renewal.](#)

[5.16.120 Transfer of certificates.](#)

[5.16.130 Suspension and revocation of certificates.](#)

[5.16.140 For-hire service.](#)

[5.16.150 Manifests.](#)

[5.16.160 Holder's records and reports.](#)

[5.16.170 Chauffeur's license—Required.](#)

[5.16.180 Chauffeur's license—Application and requirement.](#)

[5.16.190 Chauffeur's license—Police investigation of applicant—Traffic and police record.](#)

[5.16.200 Chauffeur's license—Consideration of application.](#)

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5.16.010 Definitions.

The following words and phrases when used in this chapter have the meanings as set out herein:

“Certificate” means a certificate of public convenience and necessity issued by the city clerk upon approval by the city council, authorizing the holder thereof to conduct a taxicab, motor bus or other for-hire vehicle business in the city.

“Chauffeur’s license” means the permission granted by the police department to a person to drive a taxicab, bus or other for-hire vehicle upon the streets of the city.

“Cruising” means the driving of a taxicab on the streets, alleys or public places of the city in search of, or soliciting, prospective passengers for hire.

“Holder” means a person to whom a certificate of public convenience and necessity has been issued.

“Manifest” means a daily record prepared by a driver of all trips made by the driver, showing time and place of origin, destination, number of passengers, and the amount of fare of each trip.

“Motor bus” means any motor vehicle operating over established and fixed routes or under private charter agreement, and serving the public at large or any person who is willing to pay the fare or fee assessed, and having a certificate to operate a motor-bus service and not otherwise exempt under Section [5.16.040](#).

“Other for-hire vehicle” means any other motor vehicle not fitting within the definitions of taxicab or motor bus, and yet used and operated as a carrier of passengers for pay, or for a fare, or for hire; including, but not limited to, sightseeing vehicles, shuttle buses and limousines, and having a certificate to operate the particular for-hire service and not otherwise exempt under Section [5.16.040](#).

“Person” includes an individual, a corporation or other legal entity, a partnership, and any unincorporated association.

“Rate card” means a card displayed in each taxicab which contains the rates of fare then in force.

“Standard zone fares” means the uniform standard fares then in force for the different types of for-hire vehicle services operating as approved by the city council.

“Taxicab” means a motor vehicle regularly engaged in the business of carrying passengers for hire, and not operated on a fixed route and having a certificate to operate a taxicab service. (Prior code § 26-1)

5.16.020 Certificate of public convenience and necessity required.

No person shall operate or permit a taxicab, bus or other for-hire vehicle owned or controlled by him to be operated upon the streets of the city without having first obtained a certificate of public convenience and necessity from the city clerk upon approval by the city council. (Prior code § 26-2)

5.16.030 Application for certificate.

An application for a certificate shall be filed with the city manager or his designee upon forms

provided by the city; and the application shall be verified under oath and shall furnish the following information:

- A. Date of application;
- B. The complete legal name and address of the person to whom the certificate, if granted, is to be issued;
- C. The nature of the entity under which the applicant intends to do business (sole proprietorship, partnership, association or corporation);
- D. The name and address of the owner of the entity if a sole proprietorship; or the names and addresses of the partners or members if the entity is a partnership or association; or the names, addresses and positions of the corporate officers if the entity is a corporation;
- E. The exact name under which the applicant will conduct business;
- F. Any facts which the applicant believes tend to prove that public convenience and necessity require the granting of a certificate;
- G. The term for which the certificate is sought (normal term will run from January 1st to December 31st each year);
- H. The location of the terminal or dispatch office from which the vehicles are to operate upon the granting of a certificate therefor;
- I. The number of vehicles sought to be operated under and by virtue of the certificate, and the nature of each of these vehicles, be it taxicab, motor bus or other for-hire vehicles such as airline service and sightseeing automobiles and limousines. Additional vehicles may be added to the fleet during the year as needed, subject to safety inspection;
- J. The make, model (year), engine or serial number, state license number and registered owner of each vehicle to be operated under the certificate. An addendum to the application shall be made each time a vehicle, not listed in the original application, is to be operated under the certificate. Such addendum shall include the make, model (year), engine or serial number, state license number, the registered owner and acknowledgment that the vehicle has obtained or will obtain prior to operation, a vehicle permit pursuant to Sections [5.16.260](#) through [5.16.400](#) of this chapter;
- K. The proposed routes and the proposed rates and fares to be charged. This subsection pertains to taxicabs only. Charter buses are exempt;
- L. The basis of control and regulation which the applicant intends to create or exercise over those persons who are to actually drive the vehicles to be operated under the certificate, be it employer, employee, principal, agent or other contractual or licensing agreement;

- M. The distinctive color scheme, if any, which the applicant intends to apply to the exterior of each vehicle to be operated under the certificate, including the color scheme of any lettering or numbers to appear on such exterior;
- N. A statement by the applicant that he will comply with Section [5.16.150](#) and Section [5.16.160](#) of this chapter regarding the maintenance, preservation and reporting of its operational records;
- O. A statement by the applicant that if the applicant's place of business or dispatch office is located outside the city he agrees to designate the city clerk as his agent to accept service of process issuing out of any court pertaining to actions arising out of the enforcement of this chapter, or in the alternative a statement designating some other agent residing within the city for such purposes;
- P. The applicant must tender the certificate fee of one hundred dollars; provided, that if the application is approved with conditions, restrictions or limitations attached, the applicant will be free to withdraw the application and have the certificate fee refunded;
- Q. The application shall be subscribed by the applicant or, where proper, a partner or officer thereof; shall set forth the capacity in which the subscriber acts; the name of the company for whom he acts; and if a corporation, shall bear the corporate seal and shall state that the information supplied is true and correct;
- R. There shall also be submitted with this application copies of proposed policies of liability or indemnity insurance providing coverage as required by Section [5.16.280](#) of this chapter.
- S. Such further information as the city manager or his designee may require. (Prior code § 26-3)

5.16.040 Exemptions.

Motor bus and other for-hire vehicle services regulated by the Interstate Commerce Commission, and school bus operations regulated by the board of education or the Valdez School District are exempt from regulation under this chapter. (Prior code § 26-4)

5.16.050 Ports and harbor commission recommendation.

Upon the filing of an application, the city manager or his designee shall present the application to the ports and harbor commission for its consideration and recommendation to the city council. In making its recommendation, the ports and harbor commission shall take into consideration the number of taxicabs, buses and other for-hire vehicles already in operation, the proposed routes and whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions, the reasonableness of the proposed rates then in effect for that type of for-hire service, and the character and responsibility of the applicant. (Ord. 96-20 § 1: prior code § 26-5)

5.16.060 Public hearing.

Upon receipt of the ports and harbor commission's recommendation, the city clerk shall fix a time and place for a public hearing before the city council thereon. Notice of such hearing shall be given to the applicant and to all persons to whom certificates of public convenience and necessity have been theretofore issued. Due notice shall also be given the general public by publishing a notice of such hearing in the local newspaper. Any interested person may file with the city clerk a memorandum in support of or opposition to the issuance of a certificate. (Ord. 96-20 § 2: prior code § 26-6)

5.16.070 Approval of certificate.

A. If the city council finds that further taxicab, bus or other for-hire vehicle service in the city is required by the public convenience and necessity and that the applicant is fit, willing and able to perform such public transportation and to conform to the provisions of this chapter and the rules promulgated by the city council, then the application shall be approved.

B. In making the above findings, the city council shall take into consideration the number of taxicabs, buses and other for-hire vehicles already in operation, the proposed routes and whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions, the reasonableness of the proposed rates and fares and whether they conform to the approved rates and fares then in effect for that type of for-hire service, and the character and responsibility of the applicant. (Prior code § 26-7)

5.16.080 Rates and routes.

Rates charged by taxicab services shall be uniform. No rate shall be charged by a taxicab without prior approval by the city council. (Prior code § 26-8)

5.16.090 Action of city council.

The city council shall take final action on all applications submitted for a certificate of public convenience and necessity, and may approve, modify, limit or deny the application. (Prior code § 26-9)

5.16.100 Issuance.

Upon approval of an application under this article by the city council, the city clerk shall cause to be executed, under the seal of the city and the signature of the city clerk, a certificate of public convenience and necessity to the applicant. Where the city council has imposed modifications, limitations or conditions in approving the application, such will be set forth on the certificate. Immediately thereafter the certificate shall be held by the city clerk for a period not exceeding fifteen days, during which time the applicant shall be entitled to delivery of the same if the fee required pursuant to Section [5.16.030\(P\)](#) has been paid. If, after fifteen days have elapsed, the applicant has failed to accept the certificate as tendered, the same shall be canceled by the city clerk, with the city council to be advised of this action. (Prior code § 26-10)

5.16.110 Renewal.

A. No certificate shall be issued for a period of greater than one year. To renew a certificate the holder must review his original application and, at least thirty days prior to its expiration, complete a renewal application form detailing only that information that has changed the original application was submitted. The holder shall certify in the renewal application that other than the changes noted, the information contained in the original application statement is true, correct and unchanged. A one-hundred dollar recertification fee and a copy of the holder's liability or indemnity insurance policies then in effect must accompany the renewal application.

B. All applications for renewal of certificates of public convenience and necessity must be considered by the transportation commission and approved by the city council. A certificate shall be approved for renewal unless the city council finds, pursuant to Section [5.16.130](#) of this chapter that grounds exist for suspension or revocation of the certificate. (Prior code § 26-11)

5.16.120 Transfer of certificates.

No certificate of public convenience and necessity may be sold, assigned, mortgaged or otherwise transferred without the consent of the city council. All approved transfers shall require payment of a further certificate fee of one hundred dollars; except that the city council may waive such fee where the real party in interest remains substantially unchanged. (Prior code § 26-12)

5.16.130 Suspension and revocation of certificates.

A. A certificate issued under the provisions of this chapter may be revoked or suspended by the city council if the holder thereof has:

1. Violated any of the provisions of this chapter;
2. Discontinued operations without reasonable cause for more than three days;
3. Violated any ordinances of the city of Valdez, or the laws of the United States or the state of Alaska, the violations of which reflect unfavorably on the fitness of the holder to offer public transportation;
4. Breached any condition, limitation or modification imposed by the city council in approving the application for such certificate;
5. Breached any covenant or agreement undertaken by the holder in making application for such certificate;
6. Been delinquent in payment to the city of any consumer sales taxes due on fares collected for the transportation of passengers in vehicles operated under the certificate;
7. Violated any standard zone fare charge or rate regulated by this chapter;
8. Violated any of the provisions of this chapter pertaining to vehicle permits or chauffeur's licenses, by allowing a vehicle to operate without a vehicle permit or to be operated by any other

than a duly and properly licensed chauffeur;

9. Made any false statement in the application;

10. Failed to give over-all service as required by Section [5.16.140](#).

B. Before suspending or revoking any certificate, the city manager shall, after not less than three days written notice stating the cause of complaint, conduct a hearing into the matters complained of at a date, time and place of hearing set forth in the notice. In the event of an adverse decision by the city manager, appeal may be taken to the city council by letter submitted thereto within seven days following action by the city manager. The city council may thereafter require the personal appearance of the appellant for the purposes of hearing and examining into the cause, and taking appropriate action thereon. If no such appeal is made in writing, the recommendation of the city manager shall be put into effect. (Prior code § 26-13)

5.16.140 For-hire service.

A. All persons engaged in the taxicab, motor bus or other for-hire vehicle business in the city operating under the provisions of this chapter shall render an over-all service to the public desiring to use these services.

B. Holders of certificates of public convenience and necessity operating taxicabs or other on-call vehicle services shall answer all calls received by them for services inside the corporate limits of Valdez as soon as they can do so, and if such services cannot be rendered within a reasonable time they shall then notify the prospective passengers how long it will be before the call can be answered and give the reason therefor. Any holder who shall refuse to accept a call anywhere in the corporate limits of Valdez and transport an orderly person upon request and tender of the proper fee at any time when such holder has a vehicle available; or who shall fail or refuse to give over-all service, shall be deemed a violator of this chapter and the certificate granted to such holder may be revoked or suspended at the discretion of the city council. (Prior code § 26-14)

5.16.150 Manifests.

A. Every driver shall maintain a daily manifest upon which are recorded all trips made each day, showing time and place of original and destination of each trip and amount of fare and all such completed manifests shall be returned to the owner by the driver at the conclusion of his duty week.

B. Every holder of a certificate of public convenience and necessity shall retain and preserve all drivers' manifests in a safe place for at least the calendar year next succeeding the current calendar year, and such manifests shall be available to city officials upon request by the latter. (Prior code § 26-15)

5.16.160 Holder's records and reports.

A. Every holder shall keep accurate records of receipts from operations, operating and other expenses, capital expenditures, and such other operating information as may be required by the

city council. Every holder shall maintain the records containing such information and other data required by this chapter at a place readily accessible for examination by city officials.

B. All accidents arising from or in connection with the operation of taxicabs which result in death or injury to any person, or in damage to any vehicle, or to any property shall be reported within twenty-four hours from the time of occurrence to the police department in a form of report to be furnished by said department.

C. Copies of all contracts, agreements, arrangements, memoranda, or other writings relating to the furnishing of taxicab shall be made available to city officials upon request. (Prior code § 26-16)

5.16.170 Chauffeur's license—Required.

No person shall operate a taxicab, bus or other for-hire vehicle upon the streets of the city, and no person who owns or controls a taxicab, bus or other for-hire vehicle licensed by the city shall permit it to be so driven at any time for hire, unless the driver of the vehicle shall have first obtained and shall have then in force a chauffeur's license issued under the provisions of this chapter. (Prior code § 26-17)

5.16.180 Chauffeur's license—Application and requirement.

A. An application for a chauffeur's license shall be filed with the police department, and such application shall be verified under oath and shall include the applicant's full legal name, date of birth, social security number and address for the past five years.

B. Additional requirements to be fulfilled prior to the issuance of a chauffeur's license are as follows:

1. The initial application, and each application thereafter, shall be accompanied by a certificate from an Alaska licensed physician certifying that, in his opinion, the applicant is not inflicted with any disease or infirmity which might make him an unsafe or unsatisfactory driver.
2. The applicant for a chauffeur's license to operate a taxicab shall be twenty-one years of age or older, and furnish proof thereof if requested. The applicant for a chauffeur's license to operate a motor bus or other for-hire vehicle shall be nineteen years of age or older and furnish proof thereof if requested.
3. The applicant shall be possessed of a current state driver's license and demonstrate familiarity with the traffic laws of the city and the state.
4. The applicant shall consent to fingerprinting and photographing by the police department.
5. The applicant shall pay an application fee of five dollars which shall not be refundable, and shall submit the fee of ten dollars for the chauffeur's license.
6. The applicant shall not have been convicted of:

- a. Assignment, prostitution, solicitation for the purpose of prostitution, offering to secure another for the purpose of prostitution, maintaining a vehicle for the purpose of prostitution or accepting money from a prostitute;
 - b. A sexual offense;
 - c. Any felony or misdemeanor which includes as an element the use or threat of force upon a person;
 - d. Burglary, larceny or embezzlement;
 - e. Any offense involving moral turpitude;
 - f. Any other felony wherein any portion of the sentence imposed thereon existed within five years immediately preceding the application; provided, that the applicant has not been convicted of more than one felony and imprisonment under such convictions was for a sentence which was not concurrent.
- C. Possession of a valid state school bus operator's permit shall be deemed satisfactory compliance with subsections (B)(1) and (B)(3) of this section. (Prior code § 26-18)

5.16.190 Chauffeur's license—Police investigation of applicant—Traffic and police record.

The police department shall conduct an investigation of each applicant for a chauffeur's license and a report of such investigation and a copy of the traffic and police record of the applicant, if any, shall be attached to the application for consideration by the chief of police. (Prior code § 26-19)

5.16.200 Chauffeur's license—Consideration of application.

The chief of police shall, upon consideration of the application and the reports and certificate required to be attached thereto, approve or reject the application. (Prior code § 26-20)

5.16.210 Chauffeur's license—Issuance—Duration—Annual fee.

A. Upon approval of an application for a chauffeur's license the police department shall issue a license to the applicant which shall bear the name, address, age, signature and photograph of the applicant.

B. All chauffeur's licenses shall expire on the thirty-first day of December of the year following the year in which issued. All applications for renewal of a chauffeur's license shall be submitted not later than thirty days prior to the expiration of the current license and shall be accompanied by the ten-dollar annual license fee. Any person who exclusively drives or operates a school bus either public or private shall not be required to secure a chauffeur's license. (Prior code § 26-21)

5.16.220 Chauffeur's license—Temporary license.

The police department may issue a temporary chauffeur's license to an applicant upon receipt of a

complete application as described in Section [5.16.180](#) pending final action on the application unless he has reason to believe that the applicant is not qualified to hold a chauffeur's license. A temporary license shall automatically expire thirty days after its issuance. (Prior code § 26-22)

5.16.230 Chauffeur's license—Display.

Every driver licensed under this chapter, or his designee, shall post his driver's license as designated by the chief of police in such a place as to be in full view of all passengers while such driver is operating a taxicab, bus or other for-hire vehicle. (Prior code § 26-23)

5.16.240 Chauffeur's license—Suspension and revocation.

The chief of police or his designee may temporarily suspend or permanently revoke a chauffeur's license for any of the following causes:

- A. False or erroneous material statements contained in the licensee's application and which were conducive to the issuance of the license;
- B. Failure of the licensee to properly display, in any taxicab, motor bus or other for-hire vehicle operated by him within the city, the identification photograph or placard of the licensee provided for such purpose;
- C. Operation within the city of a taxicab, motor bus or other for-hire vehicle for which a vehicle permit as provided in this chapter has not been issued, or has been suspended or revoked;
- D. Subsequent conviction of a traffic offense which has resulted in the suspension or revocation of the licensee's state driver's license;
- E. Conviction of a felony, or misdemeanor involving any of the offenses as set out in Section [5.16.180](#)(B)(6);
- F. Charging of a fare or operating a route which is in violation of the provisions of this chapter;
- G. Soliciting patronage in a loud or annoying tone of voice or by sign or in any manner annoying any person or obstructing the movement of any persons, or following any person for the purpose of soliciting patronage;
- H. Refusing to transport an orderly person upon request and tender of the proper fee, unless previously engaged or prohibited from doing so by the provisions of this chapter or the laws of the state;
- I. Operating or remaining in physical control for purposes of operating a taxicab, motor bus or other for-hire vehicle for a period of in excess of twelve consecutive hours; or so operating or physically controlling such vehicle for more than sixteen hours in any twenty-four-hour period;
- J. Permitting any other person to occupy or ride in a taxicab, unless the person or persons first

employing the taxicab shall consent to the acceptance of an additional passenger or passengers;

K. Permitting more persons to be carried in a taxicab as passengers than the rated seating capacity of the taxicab as stated in the permit for said vehicle issued by the police department. A child in arms shall not be counted as a passenger;

L. Receiving or discharging passengers in the roadway. The driver shall pull up to the right-hand sidewalk as nearly as possible or in the absence of a sidewalk, to the extreme right-hand side of the road and there receive or discharge passengers except upon one-way streets, where passengers may be discharged at either the right or left-hand sidewalk, or side of the roadway in the absence of a sidewalk;

M. Using the licensee's for-hire vehicle for the sale of drugs, narcotics or for any purpose other than the transporting of passengers. (Prior code § 26-24)

5.16.250 Chauffeurs's license—Appeals.

Any action by the chief of police or his designee which results in the denial of a chauffeur's license, or for the suspension or revocation thereof, may be appealed by the aggrieved party to the city manager within seven days after such action; and in the event of an adverse decision by the city manager further appeal may be taken to the city council by letter submitted thereto within seven days following action by the city manager. The city council may thereafter require the personal appearance of the appellant for the purposes of hearing, and examining into, the cause, and taking appropriate action thereon. (Prior code § 26-25)

5.16.260 Vehicle permit—Required.

No vehicle to be operated under or by virtue of a certificate of public convenience under this chapter shall actually be placed in operation upon the streets of the city until a vehicle permit thereon shall be obtained from the chief of police and thereafter held effective. (Prior code § 26-26)

5.16.270 Vehicle permit—Application.

All applications for vehicle permits shall be made to the chief of police upon forms provided for that purpose, and shall set forth the following information:

- A. The name of the holder of the certificate under which the vehicle is to be utilized;
- B. The name and address of the record title owner of the vehicle;
- C. The make, model (year), engine or serial number, state license number, vehicle permit number (to be supplied by the police department), distinctive exterior color scheme, if any, proposed to be used by the holder of the certificate and the name of the insurer and amount of liability or indemnity insurance coverage on the operation of such vehicle, as well as the insurance policy number;
- D. The application shall be signed by the holder of the certificate under which the vehicle is to

operate and also by the record title owner of the vehicle. (Prior code § 26-27)

5.16.280 Vehicle permit—Insurance required.

- A. Before any permit is issued for any taxicab, bus or other for-hire vehicle the applicant shall furnish one or more policies or certificates of liability insurance issued by an insurance company authorized to do business in the state of Alaska.
- B. The insurance required by this section shall provide minimum coverage as follows:
1. Five hundred thousand dollars for injuries to or death of more than one person sustained in the same accident;
 2. Twenty-five thousand dollars damage to property resulting from any one accident;
 3. One hundred thousand dollars for injuries to or death of any one person in any one accident;
 4. One hundred thousand dollars for all persons injured or dead in any one accident caused by an uninsured motorist.
- C. The policy or policies of liability insurance shall be approved as to substance and form by the city attorney and filed with the city clerk.
- D. Every insurance policy or certificate shall contain a clause obligating the insurer or surety to give the chief of police written notice no less than thirty days before the cancellation, expiration, nonrenewal, lapse or other termination of such insurance. A lapse, cancellation, expiration, nonrenewal or termination of insurance coverage shall work an automatic suspension of any permit for so long as the permittee is without insurance as required by this section, and it shall be a violation of this chapter to provide taxicab, bus or other for-hire vehicle service with a vehicle not insured as required by this section. (Prior code § 26-28)

5.16.290 Posting of insurance.

The chief of police or his designee shall designate a place in the interior of all taxicabs, buses or other for-hire vehicles for the posting of a notice stating insurance liability limits and applicability. No person may provide taxicab, bus or other for-hire vehicle service with a vehicle unless this notice is properly posted therein. (Prior code § 26-29)

5.16.300 Action by chief of police—Terms and conditions—Requirements for vehicles.

The chief of police or his designee shall review each application under Sections [5.16.260](#) through [5.16.400](#) for accuracy and completeness; shall conduct a physical examination of the vehicle to determine whether the same is mechanically and physically safe for operation, properly equipped and appropriately lettered and numbered, and suitable for public patronage and occupancy. Dispatcher identification, and permit numbers assigned to the vehicle, shall be affixed to each side of such vehicle or an illuminated top light structure affixed thereto in readable letters which are not

less than two nor more than twelve inches high (no detachable signs shall be used). The vehicle shall further bear a vehicle identification number corresponding to the vehicle permit number. A light of not less than two candlepower shall be so arranged as to illuminate the entire passenger compartment of the vehicle while passengers are entering or exiting therefrom. No shades or blinds shall be installed for purposes of covering the windows of the vehicle while transporting passengers. Every vehicle operating under this chapter shall be kept in a clean and sanitary condition. (Prior code § 26-30)

5.16.310 Vehicle permit—Issuance—Fee—Expiration—Display.

When satisfied the vehicle meets the requirements of this chapter, the chief of police or his designee shall issue a vehicle permit therefor, upon payment of a permit fee of ten dollars. Such permit shall be valid for a period not exceeding one year, and shall be displayed at a position designated by the chief of police or his designee at all times that such permit is in effect and not suspended. No vehicle permit shall be issued a vehicle if the issuance thereof would cause to be exceeded the number of vehicles authorized by the city council to be operated in the city. (Prior code § 26-31)

5.16.320 Vehicle permit—Inspection of vehicles.

The chief of police or his designees, may, at reasonable times, conduct an inspection of any vehicle for which a vehicle permit has been issued for the purposes of ascertaining whether it is conforming to those standards and criteria on the basis of which the permit was originally granted. The chief of police, or his designee, shall inspect all vehicles on which vehicle permits are in effect once during each calendar quarter to assure compliance with the requirements of this article. (Prior code § 26-32)

5.16.330 Vehicle permit—Transferability.

A vehicle permit shall not be transferred from one vehicle to another. (Prior code § 26-33)

5.16.340 Vehicle permit—Issuance of duplicates.

The chief of police or his designee is authorized to replace lost vehicle permits upon request. A fee of five dollars shall be charged for this service. (Prior code § 26-34)

5.16.350 Rate card required.

Every taxicab operated under this chapter shall have a rate card setting forth the authorized rates of fare displayed in such a place as to be in view of all passengers as designated by the chief of police or his designee. (Prior code § 26-35)

5.16.360 Receipts.

The driver of any vehicle licensed under this chapter shall upon demand by the passenger render to such passenger a receipt for the amount charged on which shall be the name of the owner, vehicle permit number, amount of charges and date of transaction. (Prior code § 26-36)

5.16.370 Refusal of passenger to pay legal fare.

It is unlawful for any person to refuse to pay the legal fare of any of the vehicles mentioned in this chapter after having hired the same, and it is unlawful for any person to hire any vehicle herein defined with intent to defraud the person from who it is hired of the value of such service. (Prior code § 26-37)

5.16.380 Vehicle permit—Suspension.

A. Subsequent to the issuance of a vehicle permit, the chief of police or his designee may cause and effectuate a temporary suspension of the same by notice, in writing, for any of the following reasons:

1. Materially false statement on the application for such permit;
2. Damaged, defective or missing parts on the vehicle, which render the operation thereof dangerous or unsafe;
3. Use of improper or misleading lettering or numbering;
4. Failure to display the vehicle permit, chauffeur's license, insurance liability notice or rate card at the designated positions within the vehicle;
5. Suspension of the certificate under which the vehicle operates;
6. Request by the holder of such certificate or registered owner that the vehicle be withdrawn from service pending certification changes;
7. Violation of any provision of Sections [5.16.260](#) through [5.16.370](#).

B. A vehicle permit will be automatically suspended pursuant to Section [5.16.280](#)(D) upon the lapse, cancellation, expiration, nonrenewal or termination of insurance coverage.

C. A suspended vehicle permit shall be restored immediately upon removal or correction of the cause which brought about the suspension and no fee shall be imposed for such restoration. (Prior code § 26-38)

5.16.390 Vehicle permit—Revocation.

A. Subsequent to the granting of a vehicle permit, the chief of police, or his designee, may cause and effectuate a permanent revocation of the same for any of the following reasons:

1. Materially false statement on the application for such permit where the true answer would render the vehicle or owner thereof ineligible for such permit;
2. Failure of the permit holders to make the vehicle available for actual service through a dispatcher for at least one shift fifteen days in each calendar month, unless such failure is caused

by bona fide inability beyond the power of the holder to remedy;

3. Failure of the permit holder to remove and correct the cause of suspension under provisions of Section [5.16.380](#) within one month of the date of such suspension;

4. Revocation of the certificate of public convenience and necessity under which the vehicle operates.

B. A revoked vehicle permit shall not be restored or renewed; and where a vehicle permit is again sought for such a vehicle, application therefor shall again be made, pursuant to this article, and a licensing fee of five dollars shall be imposed if a vehicle permit is thereon made and issued. (Prior code § 26-39)

5.16.400 Vehicle permit—Appeals.

Any action by the chief of police or his designee which results in the denial of a vehicle permit, or for the suspension or revocation thereof, may be appealed by the aggrieved party to the city administrator within seven days after such action; and in the event of an adverse decision by the city administrator further appeal may be taken to the city council by letter submitted thereto within seven days following action by the city administrator. The city council may thereafter require the personal appearance of the appellant for the purposes of hearing, and examining into, the cause, and taking appropriate action thereon. (Prior code § 26-40)

5.16.410 Enforcement—Police department.

The police department of the city is given the authority and is instructed to watch and observe the conduct of holders, vehicles and drivers operating under this chapter. Upon discovering a violation of the provisions of this chapter, the police department shall take such action as authorized by this chapter and where no action is specifically authorized the police department shall report such violation to the city administrator who will order or take appropriate action. (Prior code § 26-41)

5.16.420 Violation—Penalty.

Any person violating any of the provisions of this chapter shall be deemed guilty of a violation and upon conviction thereof shall be fined not exceeding three hundred dollars, by imprisonment not exceeding thirty days, or by both such fine and imprisonment. (Prior code § 26-42)



Legislation Text

File #: 22-0411, **Version:** 1

ITEM TITLE:

Appointment of Vacant City Council Seat

SUBMITTED BY: Elise Sorum-Birk, Deputy Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Following review and consideration of submissions, vote to appoint one of the applicants to fill the vacancy.

SUMMARY STATEMENT:

On July 5, 2022 the resignation of Council Member Dawson Moore created a vacancy on the Valdez City Council. Valdez City Charter, Section 2.14, requires that the City Council fill the vacancy by appointment within 30 days.

Appointee must be a registered voter in the City of Valdez and have resided within Valdez City limits for at least one year.

To meet this requirement the City Council solicited letters of interest from the public.

2 letters were received by the deadline from the following community members:

Larry Weaver

Olivia Foster

The newly appointed member will be sworn into office and take their seat at the next regular meeting on Wednesday, August 17th.

Honorable Mayor Schiedt & Valdez City Council Members,

It is my privilege to put my name forward for your consideration for the current vacancy on the Valdez City Council. It would be an honor to work with each of you in the important work facing our exceptional community. Valdez has been my home for the last seven years and I cannot imagine a better place on earth to live, work, and play!

In my professional capacity as a Registered Nurse at Providence Valdez Medical Center, functioning both in the direct patient care setting, and as program director in the areas of Infection Prevention, and Population Health, I always endeavor to be a good ambassador to our community and its wellness. I relish the opportunity to partner with you and other community stakeholders to address matters consequential to Valdez's future. Through this appointment, it is my hope to magnify and continue to support the Council's important work of stewardship for our community.

Below are the most notable boards, committees & task forces I am currently involved in:

- 0-3 with Family's Alliance (Coordinator)
- Early Childcare Network of Alaska (Valdez Representative)
- Thread Alaska (board member, public policy chair, audit chair, finance chair)
- Sound Wellness Alliance Network (board member, secretary)
- Fish Processors Alliance (Coordinator)
- State of Alaska emergency preparedness (volunteer)

Although you have likely seen or heard me speak on matters relative to my professional capacity, I am just as interested in the bread & butter issues common Valdezians are concerned about. Matters such as economic sustainability, workforce development, and community infrastructure deserve our best efforts to find solutions. In this respect, Valdez is uniquely poised to continue to distinguish itself as the Alaskan model community.

Being invested professionally, economically and recreationally in the community, I offer to the city council my devoted service and professionalism. Please consider me for the appointment to which I will give the utmost attention and responsibility.

Sincerely,

Olivia Foster

Larry Weaver

Po box 2076 Valdez, Ak. | 907-255-4866 | weaver1@cvalaska.net

July 18, 2022

Sheri Pierce

City Clerk

City of Valdez

Po box 307 Valdez, Ak. 99686

Dear Sheri Pierce:

This letter serves as my interest in the vacated city council position.

I'm a retired city worker of 25 years working within the public works department, dealing with all aspects of city operations and a past Mayor.

Currently a member of the American Legion, Elks and Fraternal Order of Eagles (past State President), I've been a coach for little league and little dribblers and a volunteer as needed.

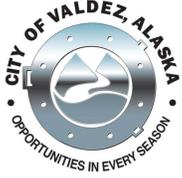
In the past I have served on the boards of the Valdez Dart Association, Alaska Rural Water, Copper Valley Telephone and Gas line port Authority. I'm currently serving on the Valdez Senior Center board and as a board member of Alaska Selective Service.

Having served in the capacity of Vice President, President or Chairman of the boards I have served on, and the knowledge of city operations would allow me to be a contributing member of the council.

I have lived in Valdez most of my adult life, raised my family here and now have grandchildren living here. My home is here so the future of this community I'm invested in and is very important.

Sincerely,





Legislation Text

File #: 22-0412, **Version:** 1

ITEM TITLE:

Approval to Purchase a Used 2018 Volvo EC250EL Excavator from Construction Machinery Industrial, LLC in the Amount of \$189,800.00

SUBMITTED BY: Rob Comstock, Public Works Director

FISCAL NOTES:

Expenditure Required: \$189,800.00
Unencumbered Balance: \$435,000.00
Funding Source: 350-0400-58000

RECOMMENDATION:

Approve the Purchase of a Used 2018 Volvo EC250EL Excavator from Construction Machinery Industrial, LLC in the Amount of \$189,800.00

SUMMARY STATEMENT:

For the last several years the Major Equipment Reserve has had funds to purchase an excavator for the Solid Waste Department due to the City's current excavator being too small for some of the needs that had arisen. During that time we have been able to further define the need and specific uses for the machine as well as the size of the machine and the options needed to accomplish the work. Some of those specific uses for the larger machine are: 1. Fill in the benches on Cell #2 in the Balefill to enable a partial closure. 2. Perform maintenance on Glacier Haul Road, Copper Ave., and other City dikes. 3. Sort large metal items out of the C&D waste stream so they can be recycled.

Due to the low amount of hours expected to be put on this machine annually, and the considerably lower cost of a used machine verses a new one, it was decided to pursue the purchase of a suitable used machine, however due to the lack of new inventory at equipment dealers, used excavators with low hours in the size we were looking for have been scarce over the last couple of years.

Recently Construction Machinery Industrial, LLC (CMI) informed us that they had a used 2018 Volvo EC250EL Excavator with 1,663 hours on it in the Valdez area that they were getting ready to sell. Upon inspection of the excavator it was determined that it was the right size and had the right options to meet our needs. In discussions over the price CMI stated that they would make a two year comprehensive warranty available which would include no charge for travel time to Valdez. The price that we arrived at is competitive with similar machines found in other parts of the country but no shipping is needed since it is already located in Valdez. CMI will also fully service the machine and repair some minor damage after the purchase. This used Volvo EC250EL excavator is the only one

that has the right size and options, low hours, and a warranty that we can find for sale in Alaska right now. Although COV Procurement Code doesn't directly address the purchase of used equipment, this purchase does meet 2.80.075 "Open market purchases/procurements" section "B" which states a piece of equipment may be purchased direct if it can "only be furnished by a single dealer".

This excavator would be a "new to the fleet" purchase and would be assigned a 15 year life expectancy on the Major Equipment Schedule.



PROPOSAL

Proposal #: **KD-2022-162**

Page: 1 of 1

Date: 7/15/2022

Issued by: Korey Day

Cell #: 907-632-4624

Email: k.day@cmiak.com

5400 Homer Drive
Anchorage, Alaska 99518
Ph: (907) 563-3822 Fax: (907) 563-1381

To: **City of Valdez**
PO Box 307
Valdez AK 99686

Attention: **Joe Russell**
Rob Comstock

We at Construction Machinery are pleased to quote the following equipment for your review:	
(1) Volvo EC250EL Crawler Excavator	
Serial Number	VCEC250EV00310445
Hours	Approx. 1,663
36" Single Grouser Shoes	
19' 8" Boom w/ 11' 10" Arm	
2 Pump Double Acting	
Engine Block Heater	
Rear and Side View Camera	
JRB Power Latch Hydraulic Quick Coupler	
Paladin Main Pin Hydraulic Thumb	
Paladin 42" Dig Bucket	
Weight - Approx 63,000 lbs	
Sales Price FOB Valdez Mine Site.....	\$ 185,000.00
Extended Service Plan (PT Plus Hydraulics) - 24 Mo. / 2,500 HR (whichever first).....	\$ 4,800.00
Total Amount Due at Invoice.....	\$ 189,800.00
CMI to include travel at no charge during the duration of the service plan.	
CMI will fully service the machine and replace roof panel as a condition of the sale.	
Prices are valid for 30 days.	
Machine availability subject to prior sale or lease.	
Any applicable taxes not included.	
<small>WARRANTIES: Buyer acknowledges that it has examined the merchandise as fully as it desires and that the merchandise is of the size, design, type, and manufacture selected by Buyer. IF THE MERCHANDISE SOLD IS NEW, THE PARTIES AGREE THAT IMPLIED WARRANTIES OF SUCH MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE MERCHANDISE SOLD. However, for new merchandise, Seller shall make available to Buyer, to the extent provided by the manufacturer of the merchandise, solely on behalf of the manufacturer, any warranty provided by the manufacturer, which shall be Buyer's sole and exclusive remedy. For used merchandise, Buyer is purchasing the merchandise AS AND WITH ALL FAULTS, unless Seller has explicitly written in this document that there is an express warranty for a limited period of time for the replacement of parts that Seller, in its sole judgment, determines to be defective. If seller has explicitly written such an express warranty in this document, the replacement of parts found to be defective during the warranty period shall be Buyer's sole and exclusive remedy. EXCEPT FOR SUCH AN EXPRESS WARRANTY THAT SELLER HAS EXPLICITLY WRITTEN IN THIS DOCUMENT, THERE IS NO WARRANTY OF ANY KIND FOR USED MERCHANDISE, EXPRESS OR IMPLIED AND IN PARTICULAR, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE MERCHANDISE SOLD. AS TO EITHER NEW OR USED MERCHANDISE SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FOR PERSONAL INJURY, DEATH, DAMAGE OR DESTRUCTION OF PROPERTY, LOST EARNINGS, LOST PROFITS, ECONOMIC LOSSES, OR OTHER INCIDENTAL OR CONSEQUENTIAL LOSSES.</small>	
Construction Machinery Industrial, LLC	Accepted by: _____
By: Korey Day	Title: _____
Title: Equipment Sales/Rentals	Date: _____



WARRANTY STATEMENT

DATE: 7/12/2022

SOLD TO: City of Valdez

ADDRESS: PO Box 307

CITY: Valdez STATE: AK Zip: 99686

MAKE: Volvo MODEL: EC250EL

UNIT ID: VE0115 S/N: VCEC250EV00310445 HOURS: 1,663

Warranty choice for the above listed machine:

Machine and/or attachments sold as is no warranty

CMI Internal Warranty (see attached)

Machine Sold with Manufacturer's Standard Warranty: (with attachments*)

Machine Sold with Third Party Warranty: (Glenn General, EPG, with attachments*)

Extended Service Plan (PT Plus Hydraulics) - 24 Mo. / 2,500 HR (whichever first)

Travel Time Included for Duration of Plan

*warranty not in effect until accepted by the Manufacturer or 3rd Party Warranty Provider.

Accepted by: _____

Title: _____

CMI Representative: Korey Day

Title: Equipment Sales Rep

V O L V O



Volvo Excavators 26.6-31.7 t / 58,620-69,780 lb 225 hp

EC250E

Giving you more

The new and enhanced EC250E is packed with the latest technology to help you move more, for less. Features including the new Volvo engine, improved hydraulics, flow priority functions and optional Dig Assist apps deliver optimum productivity, efficiency and performance for a lower cost per ton.

More productivity

Get more done in the EC250E thanks to an increase in engine power and improved hydraulic performance which contributes to faster cycle times. Machine productivity is further enhanced by best-in-class stability, new motion priority functions, boom down speed control and improved jack up speed.



More precision

Unlock the full potential of your machine's productivity with Dig Assist, powered by the 10" Volvo Co-Pilot display. Gain access to a set of smart apps, including Start, In-Field Design, 3D software packages, On-Board Weighing and Volvo Active Control, designed to optimize the digging process.



More control

Double your productivity with Volvo Active Control functions. The working day just got easier with automated boom and bucket movements, making the digging process more accurate and twice as fast. Simply set the grade from the Volvo Co-Pilot display, push the button and get to work – all controlled using a single lever.



More responsiveness

With electric control joystick and full electric travel pedals, operators benefit from an improved response time. Machine controllability is enhanced further by Boom/Swing and Boom/Travel priority functions which enable operators to prioritize one function over another. Operators can also easily adjust the boom down speed, ideal for precision tasks which require optimum control.





MORE FUEL EFFICIENCY

A range of features combine in the EC250E to deliver up to 10% improvement in fuel efficiency. The new D8M Volvo engine reduces rated rpm from 1800 down to 1600, while also delivering a 5% increase in power, and the intelligent new generation electro-hydraulic system provides on-demand flow and reduces internal losses in the hydraulic circuit. Classic Volvo features such as ECO mode and selectable work modes further contribute to outstanding fuel efficiency.

For your comfort and safety

With a host of new and proven features including enhanced machine access, superior visibility, bouncing reduction technology and customizable settings, the upgraded EC250E delivers all the safety and comfort you would expect from your Volvo machine.

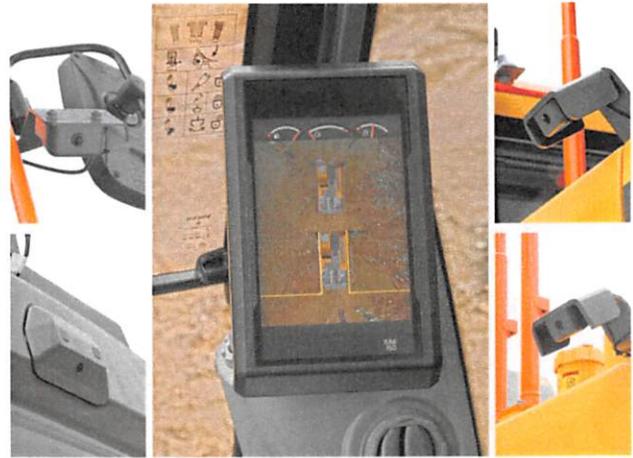
Know your limits

With Volvo Active Control, operators can easily set swing fence, height limit and depth limit from the Volvo Co-Pilot. This helps to avoid contact with side obstacles, overhead obstacles such as power lines and underground hazards such as pipes and cables.



See it all

Operators can work in complete confidence thanks to Volvo Smart View. The system uses front, rear and side cameras to provide a real-time, overhead view of the machine during operation on the colour monitor. The result is safer machine rotation while working, especially in confined spaces.



A smoother shift

New boom and arm bouncing reduction technology reduces machine shock, resulting in a more comfortable and productive operator performance. Comfort Drive Control further helps to reduce fatigue by enabling operators to steer the machine using the joystick rollers instead of the pedals.



How you like it

Get ready for the working day in no time with customizable settings, including preferred control patterns easily selected from the monitor. New 'long push' functionality on the joystick allows operators to set an additional shortcut function, and with the L8 joystick operators can create a shortcut to hydraulic priority functions.





SAFETY, INSIDE AND OUT

Operators can access the upper structure with safety and confidence thanks to the new 3-point right-hand side access. Industry renowned features such as bolted anti-slip steps, high visibility handrails and spacious, ergonomic and low-noise Volvo Care Cab ensure the highest levels of operator comfort and safety.

Lower maintenance costs

Durable by design, the new EC250E is ready to take on the toughest applications. The machine delivers outstanding levels of reliability and with features including engine auto-regeneration, reinforced components and reduced maintenance requirements, you can count on the EC250E to maximize uptime while keeping maintenance costs to a minimum.

Less service requirements

The new electro-hydraulic system requires less hoses, therefore reducing the need for couplings, minimizing maintenance requirements and increasing reliability. Engine oil and engine oil filter change intervals have been doubled to 1000 hours, further ensuring the time and cost spent on maintenance is kept to a minimum.



Easier UREA filling

The new splash guard on the UREA tank makes filling quicker and easier, while also reducing the risk of spillage and subsequent corrosion.



Up to the challenge

Built to deliver outstanding strength and durability, this heavy-duty production machine features a robust undercarriage with reinforced idle frame, track links and bottom rollers. Reinforced bucket linkage with steel strip, optional heavy-duty superstructure undercover and easily replaced bolt-on wear plates at the arm end ensure the excavator succeeds even on the toughest of jobsites.





POWERED BY EXCELLENCE

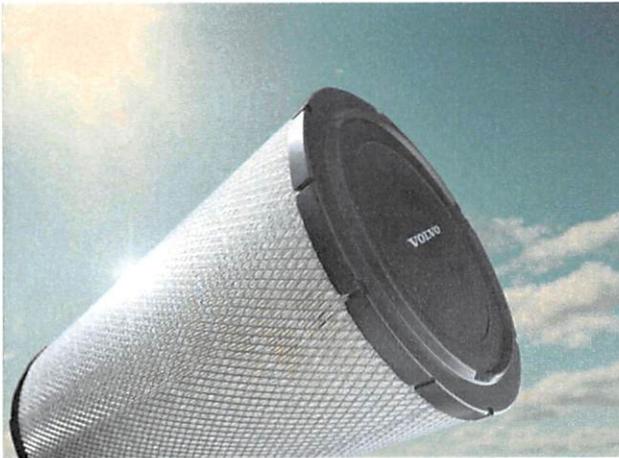
With impressively high torque at low rpm, the new D8M Volvo engine builds on generations of proven Volvo engine technology to deliver superior reliability and performance. The engine features auto-regeneration technology, while auto-engine idle and auto-engine shutdown reduce unnecessary fuel consumption and wear.

Boost your profits

A world-class machine is just the start of how Volvo strives to add value you to your operation. Our portfolio of services is designed to complement your machine's performance and boost your profitability.

Every part counts

Maintain productivity and machine uptime with our range of readily available, tested and approved parts – all backed by Volvo warranty. Only by using Genuine Volvo Parts, can you protect your investment, extend machine life and guarantee long-lasting performance.



Maintain performance

Stay on track with planned servicing and keep your asset covered with our range of flexible maintenance and repair options.



Powerful reporting

Keep track of your fleet with a comprehensive portfolio of reports, designed to help you take action and boost the profitability of your business. Powered by the CareTrack telematics system, Productivity Report, Fuel Efficiency Report & Summary Report each provide an easy-to-digest overview of your machine's condition and performance.



Machine monitoring made easy

Maximize machine uptime and reduce repair costs with the CareTrack telematic system. Choose to keep track of your machine yourself or let us take care of it with ActiveCare Direct. Our Volvo Uptime Center will provide 24/7 machine monitoring, supplying weekly reports and notifying you should preventive maintenance action be required.



Move more for less

Boost your productivity

- Best-in-class stability
- Improved response time **NEW**
- Boom/Swing and Boom/Travel priority **NEW**
- Adjustable boom down speed **NEW**
- Dig Assist apps, powered by Volvo Co-Pilot
- Volvo Active Control: double your productivity

Comfortable operation

- Boom and arm bouncing reduction **NEW**
- Comfort Drive Control: joysticks steering **NEW**
- Additional 'long push' shortcut button **NEW**
- Selectable control pattern
- Volvo Care Cab: highest levels of comfort

Safety, inside and out

- 3-point right-hand side access to the upper structure **NEW**
- Bolted anti-slip steps, high visibility handrails
- ROPS cab, low-noise/vibration
- Rear and side cameras, Volvo Smart View
- Swing fence, height/depth limits functions (Volvo Active Control)

Boost versatility

- Steelwrist® Auto Connect Quick Coupler **NEW**
- Factory-fitted preparation for Steelwrist®, Engcon®, Rototilt® tiltrotator control systems **NEW**
- 10% more hydraulic attachment cooling capacity **NEW**
- Range of matched Volvo buckets and breakers
- Attachment Management System: 32 attachments stored

Lower maintenance costs

- Less hydraulic hoses: reduced need for couplings/oil **NEW**
- Splash guard on the UREA tank **NEW**
- 1000hr engine oil and engine oil filter change intervals **NEW**
- Engine auto-regeneration **NEW**
- Grouped filters, accessed from ground-level
- Reinforced idle frame, track links, bottom rollers

Volvo Services: boost your profits

- Operator training program
- Productivity Report, Fuel Efficiency Report, Summary Report
- ActiveCare Direct: 24/7 machine monitoring
- Genuine Volvo Parts, with 24-hour delivery guarantee
- Maintenance and repair agreements



For a dramatic improvement in fuel efficiency, look no further than the EC250E Hybrid.

Up to 10% better fuel efficiency

- Volvo D8M engine **NEW**
- New generation electro-hydraulic system **NEW**
- ECO mode
- Selectable work modes
- Boom float function
- Auto-engine idle and shutdown





Legislation Text

File #: 22-0413, **Version:** 1

ITEM TITLE:

Discussion Item: Meals Hill Project Funding Strategy

SUBMITTED BY: Nathan Duval, Assistant City Manager / Capital Facilities Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Provide direction on proposed funding strategy

SUMMARY STATEMENT:

Part of the Meals Hill acquisition included approximately \$900k for development of the park. The money comes from the Exxon Valdez Oil Spill trust (EVOS) and is managed by the Great Land Trust and has limitations as to its use. A portion of the funds were used to develop the approved Meals Hill Master Plan and approximately \$580K remain available.

The City intended to use the funds for design of the remaining trails and amenities and seek an economic development grant to fund construction.

Great Land Trust has provided clarification that EVOS funds can only be used for design and implementation of trails and amenities for the impacted areas of the park. The current design estimates for the entire park are approximately \$505K and breaking out the impacted areas from the other "new trails" results in approximately half of the design that can be funded with EVOS funds and the remainder will not be eligible.

We have applied for the Economic Development Grant and have heard positive reviews from the agency but have not been given an award and the process is highly competitive. The grant will require matching funds of approximately \$600k with the grant funding \$2.5M.

The proposed funding strategy is as follows:

EVOS Funds - Pay for design of the following in the amount of approximately \$250-260k. Any remaining funds will be prioritized to be used for actual implementation/construction of these items. There will likely be enough money remaining to pay for the vault toilet, signage, and some reclamation of the spine trail.

- Entry Plan
- Multi-Use Spine Trail
- Overlook Trail
- Vault Toilet
- Signage

The remaining EVOS funds are not sufficient to implement the construction of the entire list above.

City Funds - Approximately \$230-250k to be used for the design of remaining elements of the masterplan listed below.

- Shelter
- Multi-Use Bog View Trail
- Valdez Vista Trail
- Mountain Bike Trails
- Additional permitting
- Public involvement

The City funds can be a City expenditure or can be a contribution toward the grant match (if awarded). If the additional money is used as a match it likely cannot be expended until authorized by the ED grant administrator.

With the current nature of construction costs escalation, staff recommends paying for the additional design outright and providing a cash match in the future following grant award (if awarded). This will provide shovel ready projects and allow flexibility to implement separate segments of the masterplan individually if the grant does not get awarded.

The Meals Hill Master Plan is located online here:

[https://www.valdezak.gov/DocumentCenter/View/9607/Meals-Hill-Master-Plan?bidId=>=](https://www.valdezak.gov/DocumentCenter/View/9607/Meals-Hill-Master-Plan?bidId=)



Legislation Text

File #: ORD 22-0010, **Version:** 1

ITEM TITLE:

#22-10 - Amending the Zoning Map to Effect a Change to Lots 3D and 3F, USS 3563, Plat 2000-4 to Commercial Residential. First Reading. Public Hearing.

SUBMITTED BY: Bruce Wall, Senior Planner

FISCAL NOTES:

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

RECOMMENDATION:

Adopt Ordinance #22-10, amending the zoning map to effect a change to Lots 3D and 3F, USS 3563, Plat 2000-4 to Commercial Residential.

SUMMARY STATEMENT:

Street Address: 3260, 3270, and 3280 Richardson Highway
Legal Description: Lots 3D and 3F, USS 3563, Plat 2000-4
Current Zoning District: Light Industrial (L-I)
Proposed Zoning District: Commercial Residential (C-R)
Comp. Plan Place Type: Mixed Use Center
Property Owner: Lot 3F - Stephanie Holcomb and Lot 3D - Wayne H. Brandenburger
Size: 1.242 Acres

Last year the Valdez city council updated the official zoning maps to reflect zoning changes that have occurred over the past 25 years. Staff believes that Lot 3D and Lot 3F, U.S.S. 3563 were incorrectly designated as Light Industrial zoning on the adopted zoning map. The 1996 Official Zoning Map shows these lots along with Lot 3E designated as Commercial Residential. Ordinance 2016-04 changed the zoning of Lot 3E from Commercial Residential to Light Industrial. It appears that the correct zoning on the adopted map should have been Commercial Residential for Lot 3D and Lot 3F.

On January 26, 2022, the Planning and Zoning Commission requested that Planning Department staff schedule a public hearing for the purpose of changing the zoning designation of this property to correct the error.

On July 13, 2022, following a public hearing, the Planning and Zoning Commission voted to recommend approval to the City Council of the proposed rezone.

Please see the attached findings adopted by the Planning and Zoning Commission with more information about the proposed rezone and the requirements of the city code.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 22-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AUTHORIZING AN AMENDMENT TO THE ZONING MAPS TO EFFECT A CHANGE ON LOTS 3D AND 3F, USS 3563, PLAT 2000-4 FROM LIGHT INDUSTRIAL TO COMMERCIAL RESIDENTIAL

WHEREAS, Ordinance 21-02 adopted new official zoning maps for the City of Valdez; and

WHEREAS, the zoning designation of Lots 3D and 3F, USS 3563, Plat 2000-4 was inadvertently changed to Light Industrial with the enactment of Ordinance 21-02; and

WHEREAS, the owners of the subject parcel agree that the correct zoning of the property should be Commercial Residential; and

WHEREAS, a rezone may only be effectuated if the subject parcel is a minimum of two acres in size, or if the adjacent zoning is the same as the desired zoning; and

WHEREAS, the requirement for the property to be at least two acres or an extension of existing district boundaries is not relevant to this change in district classification because this rezone is being done to correct an error in the adoption of the official zoning maps; and

WHEREAS, the planning & zoning commission found this rezone to be in accordance with the comprehensive plan; and

WHEREAS, the planning & zoning commission held a public hearing on this matter on July 13, 2022 and following discussion approved a recommendation to the city council to approve this rezone and adopted the findings proposed by staff;

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

Section 1: The Zoning Maps of the City of Valdez, Alaska are amended to effect a change to Lots 3D and 3F, USS 3563, Plat 2000-4 from Light Industrial to Commercial Residential.

Section 2: This ordinance becomes effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2022.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

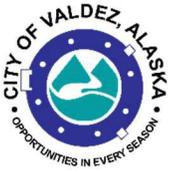
ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Jake Staser, City Attorney
Brena, Bell & Walker, P.C.

First Reading:
Second Reading:
Yeas:
Nays:
Absent:
Abstain:



City of Valdez

ALASKA

Planning Department

USS 3563 Rezone – Proposed Findings

Date: July 13, 2022

File: Rezone 22-08

To: Planning & Zoning Commission

From: Bruce Wall, Senior Planner

General Information

Street Address: 3260, 3270, and 3280 Richardson Highway
Legal Description: Lots 3D and 3F, USS 3563, Plat 2000-4
Current Zoning District: Light Industrial (L-I)
Proposed Zoning District: Commercial Residential (C-R)
Comp. Plan Place Type: Mixed Use Center
Property Owner: Lot 3F, Stephanie Holcomb – Lot 3D, Wayne H. Brandenburger
Size: 1.242 Acres

Project description

Last year the Valdez city council updated the official zoning maps to reflect zoning changes that have occurred over the past 25 years. Staff believes that Lot 3D and Lot 3F, U.S.S. 3563 were incorrectly designated as Light-Industrial zoning on the adopted zoning map. The 1996 Official Zoning Map shows these lots along with Lot 3E designated as Commercial Residential. Ordinance 2016-04 changed the zoning of Lot 3E from Commercial Residential to Light Industrial. It appears that the correct zoning on the map should have been Commercial Residential for Lot 3D and Lot 3F.

On January 26, 2022, the Planning and Zoning Commission requested that Planning Department staff schedule a public hearing for the purpose of changing the zoning designation of this property.

Proposed Findings & Conclusions

1. Procedure.

- a) On January 26, 2022, the Planning and Zoning Commission initiated the process to change the zoning on Lots 3D and 3F, USS 3563, Plat 2000-4 to Commercial Residential.
- b) A public hearing was scheduled for July 13, 2022 to consider the zoning change.
- c) Notice of the meeting was published in the Copper River Record on June 30, 2022.
- d) Notice of the publication was published in KVAK's e-blast newspaper on June 28, 2022 and July 5, 2022 in accordance with VMC 17.06.060(B)(1) and VMC 17.54.040.

- e) Notice of the meeting was mailed on July 5, 2022 to the 8 property owners within 300 feet of the subject property, in accordance with VMC 17.06.060(B)(2) and VMC 17.54.040.
2. Reasons and justification for proposing such change. VMC 17.54.030(A)
- The change is being proposed to correct the error in 2021 when the zoning designation of these properties was changed with the adoption of the official zoning maps. The 2021 change was done without specific notification to the property owner.
3. Except for the extension of existing district boundaries, no change in any use district classification or an official zoning map shall be considered which contains an area less than two acres. VMC 17.54.020(C)
- a) The property size is 1.242 Acres.
 - b) The 1996 official zoning map indicates that Lots 3D, 3E, and 3F, Plat 2000-4 were zoned Commercial Residential.
 - c) In 2016 Lot 3E was rezoned to Light Industrial and Lots 3D and 3F remained Commercial Residential.
 - d) The property is no longer located adjacent to an existing Commercial Residential district.
 - e) In 2021, with the adoption of the official zoning maps, the subject property zoning was inadvertently changed to Light Industrial.
 - f) The requirement for the property to be at least 2 acres or an extension of existing district boundaries is not relevant to this change in district classification because this rezone is being proposed to correct an error in the adoption of the official zoning maps.
4. The effect the rezone will have on the objectives of the comprehensive plan. VMC 17.54.030(B)
- It is not anticipated that this rezone will have an effect on the objectives of the comprehensive plan.
5. Whether the public necessity, convenience, general welfare, modification of the comprehensive plan, or good zoning practice requires the rezone. VMC 17.54.050
- a) With the enactment of Ordinance 21-02 the subject property's zoning district was inadvertently changed.
 - b) This change in the zoning designation was done without specific notification to the property owner.
 - c) It is in the public interest to ensure that there is due process for all land use decisions concerning private property.
6. Whether the rezone is in accordance with the comprehensive plan. VMC 17.54.050
- The requirement for the rezone to be in accordance with the comprehensive plan is not relevant for this rezone because this rezone is being proposed to correct a recent error in the adoption of the official zoning maps.



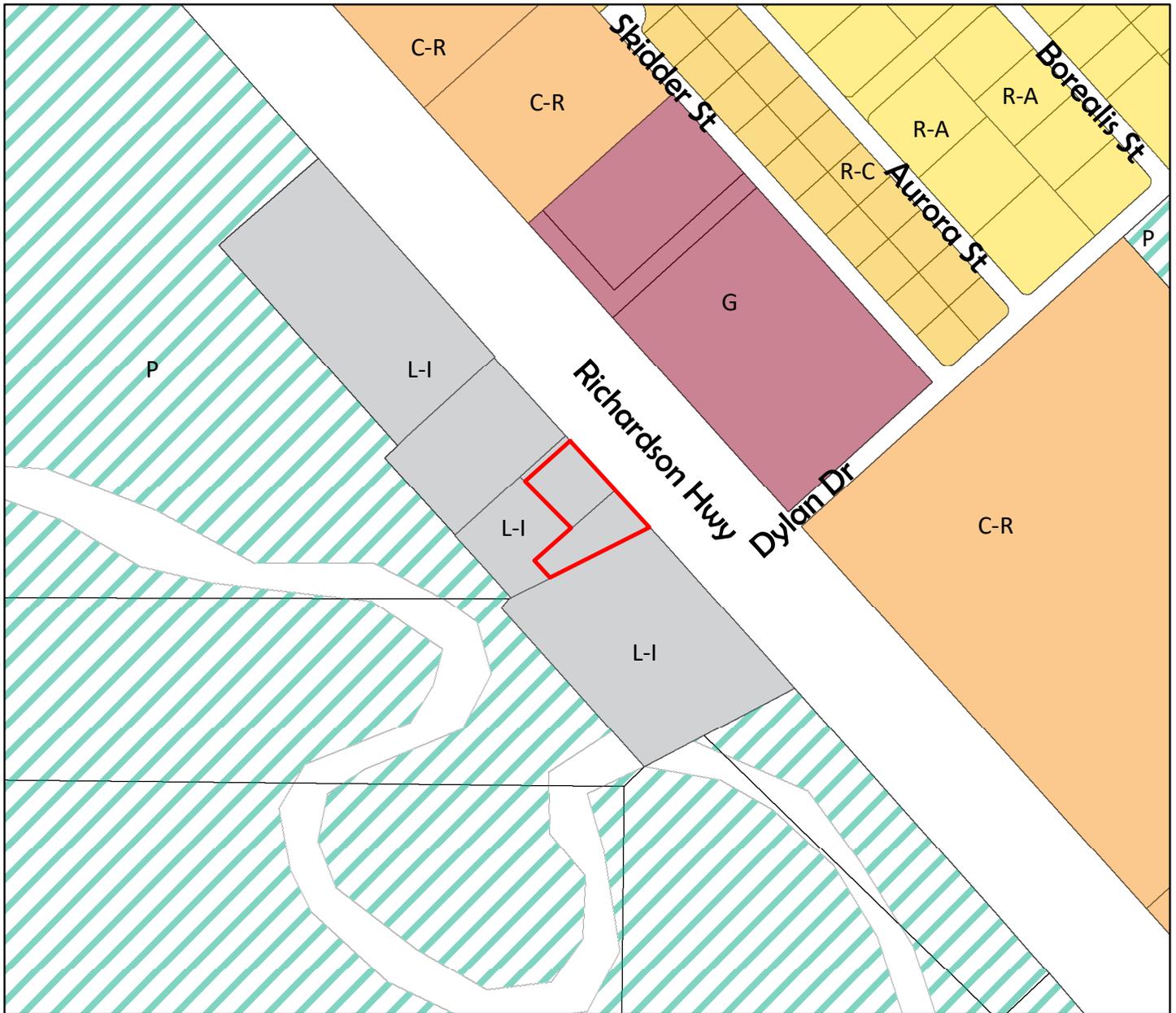
Proposed Rezone to Commercial Residential



Date: 7/5/2022

Author: City of Valdez Planning

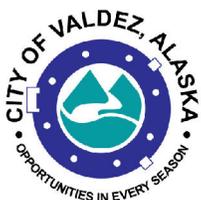
 Subject Properties



Proposed Rezone to Commercial Residential



-  Subject Properties
-  Public Lands District (P)
-  Single Family Residential District (R-A)
-  Multiple-Family Residential District (R-C)
-  Commercial Residential District (C-R)
-  General Commercial District (G)
-  Light Industrial District (L-I)
-  Unclassified Lands District (UL)

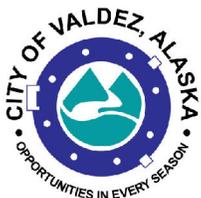


Date: 7/5/2022

Author: City of Valdez Planning

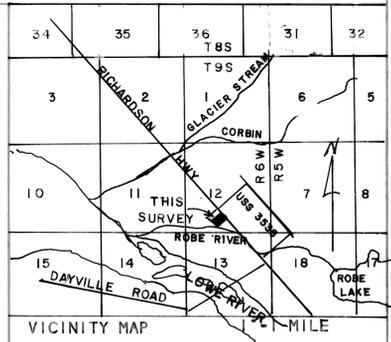


Proposed Rezone to Commercial Residential 1996 Zoning Map

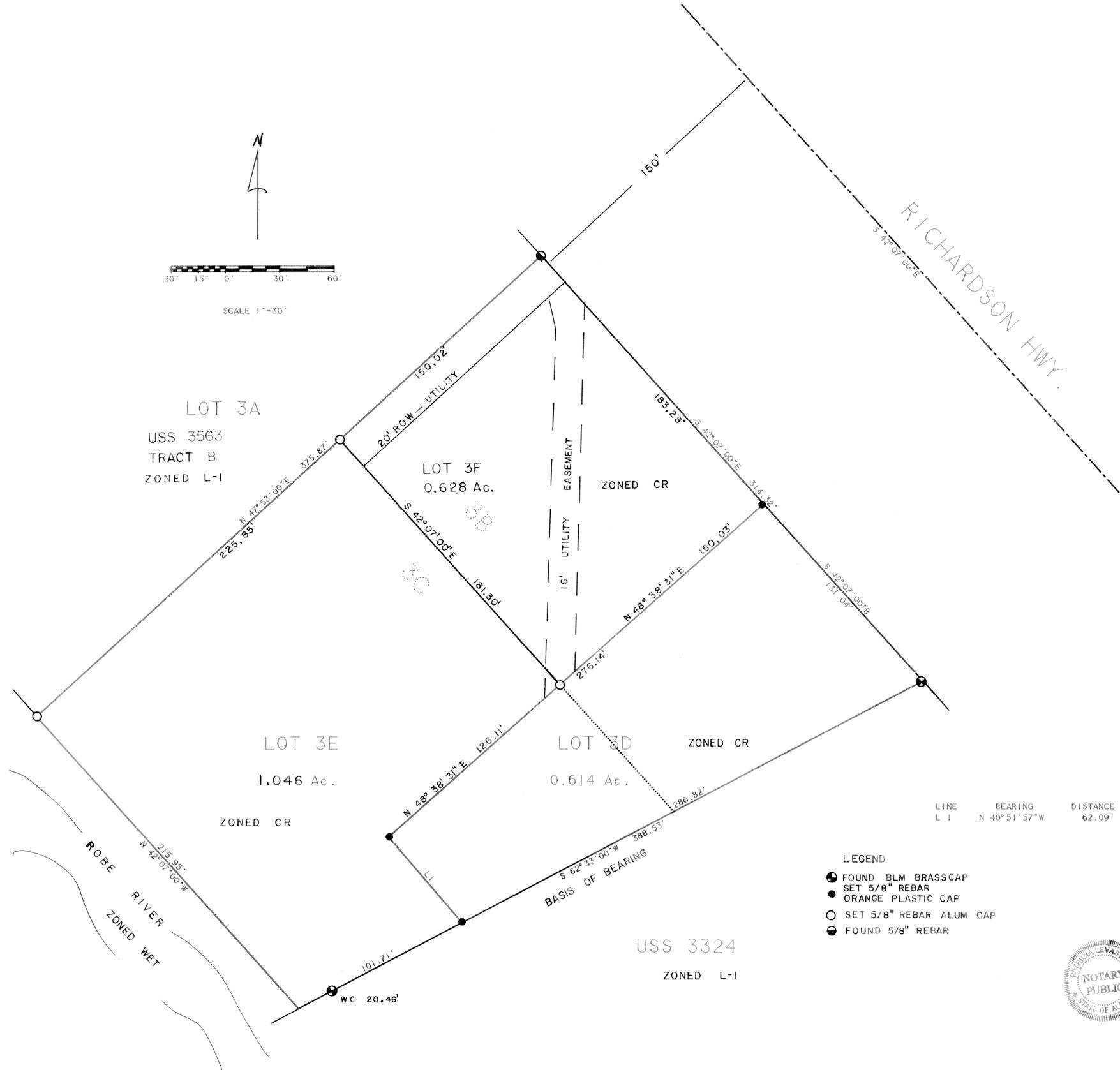
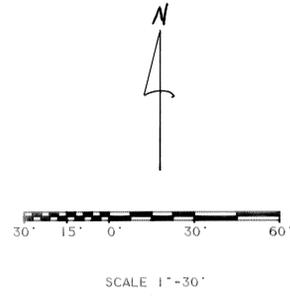


Date: 7/6/2022
Author: City of Valdez Planning

 Subject Properties



SEC. 12, T9S, R6W, C.R.M.



- LEGEND**
- FOUND BLM BRASSCAP
 - SET 5/8" REBAR
 - ORANGE PLASTIC CAP
 - SET 5/8" REBAR ALUM CAP
 - FOUND 5/8" REBAR



CERTIFICATE of REGISTERED LAND SURVEYOR

I, Clyde E Ruhl, REGISTERED LAND SURVEYOR,
DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE SURVEY
PERFORMED UNDER MY SUPERVISION AND THAT ALL DISTANCES AND
BEARINGS SHOWN HEREON ARE CORRECT TO THE BEST OF MY
BELIEF.

SIGNED Clyde E Ruhl
REGISTERED LAND SURVEYOR 30988



PLANNING and ZONING COMMISSION

THIS PLAT CONFORMS TO THE REQUIREMENTS OF THIS COMMISSION
AND IS HEREBY APPROVED.

SIGNED Greg D. Dunham DATE 2/7/00
CHAIRMAN
PLANNING AND ZONING COMMISSION

CERTIFICATE of PAYMENT OF TAXES

Carrie Doughman, DEPUTY CITY CLERK FOR THE CITY
OF VALDEZ, ALASKA, DO HEREBY CERTIFY THAT ALL TAXES LEVIED
AGAINST THE PROPERTY REPRESENTED BY THIS PLAT ARE PAID AS
OF January 31, 2000

DEPUTY CITY CLERK Carrie Doughman DATE 2/7/2000

CERTIFICATE of OWNERSHIP and DEDICATION

WE ROBERT/ROSEMARY BASSETT DO HEREBY
CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND
DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAT OF
LAND DIVISION, AND DEDICATE ALL THE EASEMENTS SHOWN HEREON
TO THE PUBLIC IN PERPETUITY FOR USE AS ROAD AND UTILITY
EASEMENTS.

SIGNED Robert J. Bassett DATE 2/2/2000

Rosemary Bassett DATE 2/2/2000

ACKNOWLEDGEMENT of NOTARY

STATE OF ALASKA, THIRD JUDICIAL DISTRICT
THIS IS TO CERTIFY THAT ON THIS 2nd DAY OF February
BEFORE ME, A NOTARY OF THE PUBLIC IN AND FOR THE STATE OF
ALASKA, DULY COMMISSIONED AND SWORN PERSONALLY APPEARED
Robert and Rosemary Bassett
WHO SIGNED THIS PLAT AS OWNER OF THIS PROPERTY.
NOTARY OF THE PUBLIC Patricia Levasseur
MY COMMISSION EXPIRES 9-21-2002

2000-4 #20-
RECORDED FILED
VALDEZ Rec Dist
Date 2/7 2000
Time 3:46 p
Requested by CITY OF VALDEZ

PREPARED FOR: ROBERT BASSETT BOX 1472 VALDEZ, AK. 99686	SURVEYOR: CERCO ENGINEERING BOX 513 VALDEZ, AK. 99686
------------------------------------------------------------------	----------------------------------------------------------------

SUBDIVIDE
LOTS 3B & 3C, TRACT B LOT 3
U.S.S. 3563
INTO
LOTS 3D, 3E, 3F, TRACT B LOT 3
U.S.S. 3563

FILE: A:\USS3563	DRAWN & CHECKED: JLR CER
SURVEYED: 10-12-99	SCALE: 1"=30'



Legislation Text

File #: ORD 22-0011, **Version:** 1

ITEM TITLE:

#22-11 - Amending the Zoning Map to Effect a Change to Parcel B, ATS 10, Plat 98-35 to Light Industrial. First Reading. Public Hearing.

SUBMITTED BY: Bruce Wall, Senior Planner

FISCAL NOTES:

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

RECOMMENDATION:

Adopt Ordinance #22-10, amending the zoning map to effect a change to Parcel B, ATS 10, Plat 98-35 to Light Industrial.

SUMMARY STATEMENT:

Street Address: 4380 McKinley Street
Legal Description: Parcel B, ATS 10, Plat 98-35
Current Zoning District: Public Lands (P) and Unzoned
Proposed Zoning District: Light Industrial (L-I)
Comp. Plan Place Type: Working Waterfront
Property Owner: City of Valdez
Size: 8 Acres

On June 22, 2022, the Planning Department received a rezone request from the City of Valdez to change the zoning of Parcel B of Alaska Tideland Survey 10 to Light Industrial.

On July 13, 2022, following a public hearing, the Planning and Zoning Commission approved a recommendation to the City Council to approve the requested rezone.

Please see the attached adopted findings adopted by the Planning and Zoning Commission with more information about the proposed rezone and the requirements of the city code.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 22-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AUTHORIZING AN AMENDMENT TO THE ZONING MAPS TO EFFECT A CHANGE ON PARCEL B, ATS 10, PLAT 98-35 FROM UNZONED AND PUBLIC LANDS TO LIGHT INDUSTRIAL

WHEREAS, City of Valdez is the owner of Parcel B, ATS 10, Plat 98-35; and

WHEREAS, the official zoning map indicates that the subject property is currently zoned as Public Lands with a portion without a zoning designation; and

WHEREAS, the City desires to rezone said property from un-zoned and Public Lands to Light Industrial; and

WHEREAS, a rezone may only be effectuated if the subject parcel is a minimum of two acres in size, or if the adjacent zoning is the same as the desired zoning; and

WHEREAS, the subject property is approximately 8 acres and is in compliance with the minimum size standard for a rezone; and

WHEREAS, the planning & zoning commission found this rezone to be in accordance with the comprehensive plan; and

WHEREAS, the planning & zoning commission held a public hearing on this matter on July 13, 2022 and following discussion approved a recommendation to the city council to approve this rezone and adopted the findings proposed by staff;

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

Section 1: The Zoning Maps of the City of Valdez, Alaska are amended to effect a change to Parcel B, ATS 10, Plat 98-35 from Public Lands and un-zoned to Light Industrial.

Section 2: This ordinance becomes effective immediately upon passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2022.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Jake Staser, City Attorney
Brena, Bell & Walker, P.C.

First Reading:
Second Reading:
Yeas:
Nays:
Absent:
Abstain:

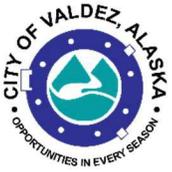


FEE: \$50.00
SITE PLAN
WAIVED 2013 PER
RESOLUTION #12-72

RECEIVED
JUN 22 2022
 BY: _____

CITY OF VALDEZ
APPLICATION FOR REZONE

APPLICATION NUMBER	DATE	6/22/2022
NAME OF APPLICANT	City of Valdez	
ADDRESS OF APPLICANT	PO Box 307, Valdez, AK 99686	
DAYTIME PHONE	907-835-4313	
LEGAL OWNER	City of Valdez	
ADDRESS	PO Box 307, Valdez, AK 99686	
PHONE NUMBER	907-835-4313	
LOCATION OF PROPERTY AND/OR LEGAL DESCRIPTION/STREET ADDRESS		
Parcel B, Alaska Tideland Survey 10, Plat 98-35		
4380 McKinley Street		
CURRENT ZONING	Public Lands and unzoned	
PROPOSED ZONING	Light Industrial	
DESCRIPTION OF PROPERTY, INCLUDING SQUARE FOOTAGE OR ACREAGE.		
8 acres consisting of tideland, upland, and filled tideland. The property has been used as a barge loading facility.		
WHY IS THE PROPERTY MORE SUITED FOR THE PROPOSED ZONING DISTRICT THAN FOR THE PRESENT ZONING?		
About half of the parcel does not currently have a zoning designation and the other half is zoned Public Lands. The properties recent usage and proposed usage is more suited for the Light Industrial zoning district and will be an expansion of the adjacent Light Industrial Zone.		
SIGNATURE	<i>Mr. Ota</i>	DATE 6/22/22



City of Valdez

ALASKA

Planning Department

COV Barge Lease Site Rezone – Proposed Findings

Date: July 13, 2022

File: Rezone 22-07

To: Planning & Zoning Commission

From: Bruce Wall, Senior Planner

General Information

Street Address:	4380 McKinley Street
Legal Description:	Parcel B, ATS 10, Plat 98-35
Current Zoning District:	Public Lands (P) and Unzoned
Proposed Zoning District:	Light Industrial (L-I)
Comp. Plan Place Type:	Working Waterfront
Property Owner:	City of Valdez
Size:	8 Acres

Project description

The City of Valdez is requesting to change the zoning on Parcel B of Alaska Tideland Survey 10 to Light Industrial. The official zoning map indicates that this property is partially zoned Public Lands and partially unzoned. The city council has recently approved this property to be leased. The resolution approving the lease states, “This lease approval is conditional upon the approval of a rezone of the property from Public Lands to Light Industrial.”

Proposed Findings & Conclusions

1. Procedure.

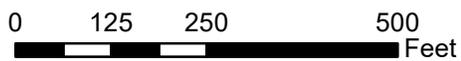
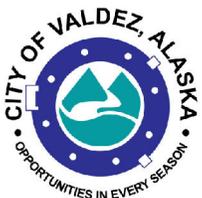
- a) On June 22, 2022 the Planning Department received a rezone request from the City of Valdez to change the zoning on Parcel B, ATS 10, Plat 98-35 to Light Industrial.
- b) A public hearing was scheduled for July 13, 2022 to consider the zoning change.
- c) Notice of the meeting was published in the Copper River Record on June 30, 2022.
- d) Notice of the publication was published in KVAK’s e-blast newspaper on June 27, 2022 and July 5, 2022 in accordance with VMC 17.06.060(B)(1) and VMC 17.54.040.
- e) The only property owner within 300 feet of the subject property is the City of Valdez.

2. Reasons and justification for proposing such change. VMC 17.54.030(A)

- The application states, “About half of the parcel does not currently have a zoning designation and the other half is zoned Public Lands. The property’s recent usage and proposed usage is more suited for the Light Industrial zoning district and will be an expansion of the adjacent Light Industrial zone.”
3. Except for the extension of existing district boundaries, no change in any use district classification or an official zoning map shall be considered which contains an area less than two acres. VMC 17.54.020(C)
 - The subject property contains 8 acres and will be an extension of the adjacent Light Industrial zoning district.
 4. The effect the rezone will have on the objectives of the comprehensive plan. VMC 17.54.030(B)
 - a) The proposed rezone is consistent the objectives of the comprehensive plan and will help implement the plan.
 - b) Goal 2.1, Action B, Plan Valdez, states, “Rezone City of Valdez parcels to align with the future land use map.”
 - c) The future land use map with the comprehensive plan designates this property as within the Working Waterfront place type, rezoning the property will align the parcel with the future land use map.
 - d) Goal 3.1, Action A, Plan Valdez, states, “Continue to advocate for the core economies (shipping, fishing, oil, tourism).”
 - e) Rezoning the parcel will allow it to be used for shipping purposes.
 5. Whether the public necessity, convenience, general welfare, modification of the comprehensive plan, or good zoning practice requires the rezone. VMC 17.54.050
 - a) The rezone will be implementing the recently modified comprehensive plan. The City of Valdez comprehensive plan was updated in 2021. This update includes a future land use map that designates this property as within the Working Waterfront place type.
 - b) Changing the zoning district so that the entire parcel is zoned Light Industrial will be implementing the comprehensive plan by making the zoning consistent with how it is indicated on the future land use map.
 - c) The rezone of the parcel to Light Industrial is consistent with its recent and intended use as a barge facility.
 6. Whether the rezone is in accordance with the comprehensive plan. VMC 17.54.050
 - The proposed rezone is in accordance with the comprehensive plan because the future land use map designates this property as within the Working Waterfront place type and light industrial and waterfront industrial are designated as supporting land uses within this place type.



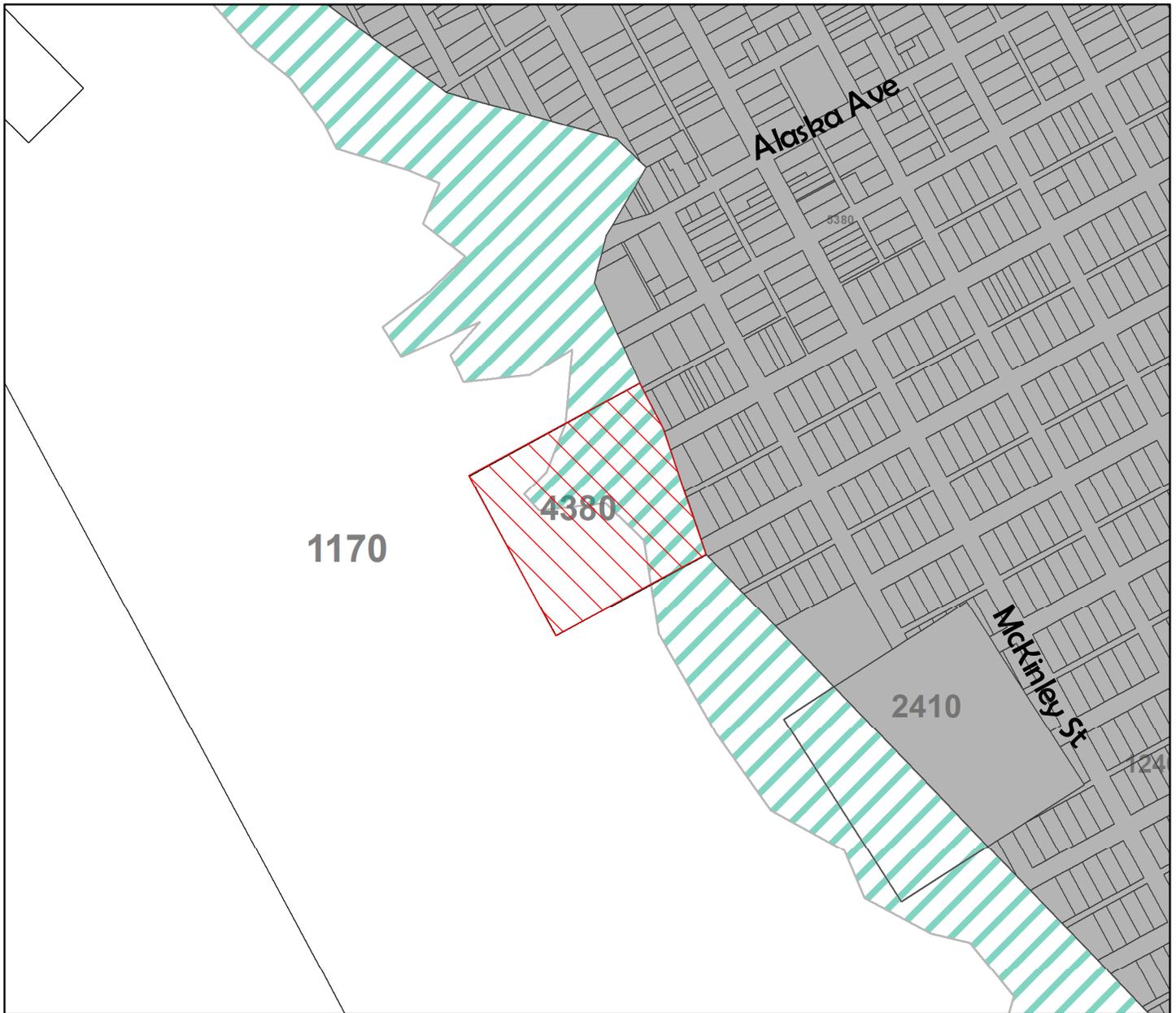
Proposed Rezone to Light Industrial



Date: 5/18/2022

Author: City of Valdez Planning

 Subject Property



Proposed Rezone to Light Industrial



Date: 5/18/2022

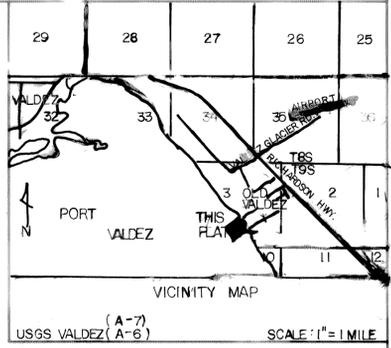
Author: City of Valdez Planning

 Subject Property

Current Zoning

 Light Industrial (L-I)

 Public Lands (P)



ACKNOWLEDGEMENT of NOTARY
STATE OF ALASKA, THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY THAT ON THIS 11th DAY OF November
BEFORE ME, A NOTARY OF THE PUBLIC IN AND FOR THE STATE OF
ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED
David C. Cobb
WHO SIGNED THIS PLAT AS OWNER OF THIS PROPERTY.
NOTARY OF THE PUBLIC Sheri L. Caples
MY COMMISSION EXPIRES 11/18/2001



CERTIFICATE of OWNERSHIP and DEDICATION

WE City of Valdez DO HEREBY
CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND
DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAT OF
LAND DIVISION, AND DEDICATE ALL THE EASEMENTS SHOWN HEREON
TO THE PUBLIC IN PERPETUITY FOR USE AS ROAD AND UTILITY
EASEMENTS.

SIGNED David C Cobb DATE 11/16/98
DATE _____

CERTIFICATE of REGISTERED LAND SURVEYOR

I Clyde E. Rull REGISTERED LAND SURVEYOR,
DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE SURVEY
PERFORMED UNDER MY SUPERVISION AND THAT ALL DISTANCES AND
BEARINGS SHOWN HEREON ARE CORRECT TO THE BEST OF MY
BELIEF.

SIGNED Clyde E. Rull
REGISTERED LAND SURVEYOR 3098-S



PLANNING and ZONING COMMISSION

THIS PLAT CONFORMS TO THE REQUIREMENTS OF THIS COMMISSION
AND IS HEREBY APPROVED.

SIGNED [Signature] DATE 11/13/98
CHAIRMAN
PLANNING AND ZONING COMMISSION

CERTIFICATE of PAYMENT OF TAXES

I Sheri Caples, CITY CLERK FOR THE CITY
OF VALDEZ, ALASKA, DO HEREBY CERTIFY THAT ALL TAXES LEVIED
AGAINST THE PROPERTY REPRESENTED BY THIS PLAT ARE PAID AS
OF November 16, 1998

CITY CLERK Sheri Caples DATE 11/16/98

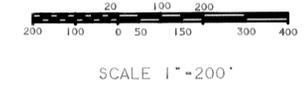


PREPARED FOR
CITY OF VALDEZ
P.O. BOX 307
VALDEZ, AK.
99686

SURVEYOR:
CERCO ENGINEERING
P.O. BOX 513
VALDEZ, AK.
99686

SUBDIVIDE AT5 10 into PARCELS A&B AT5 10 SEC. 3 T9S R6W C.R.M.	
FILE: A:\ATS10-1	DRAWN & CHECKED: LMM CER
SURVEYED: 7-6-98	SCALE: 1" = 200'

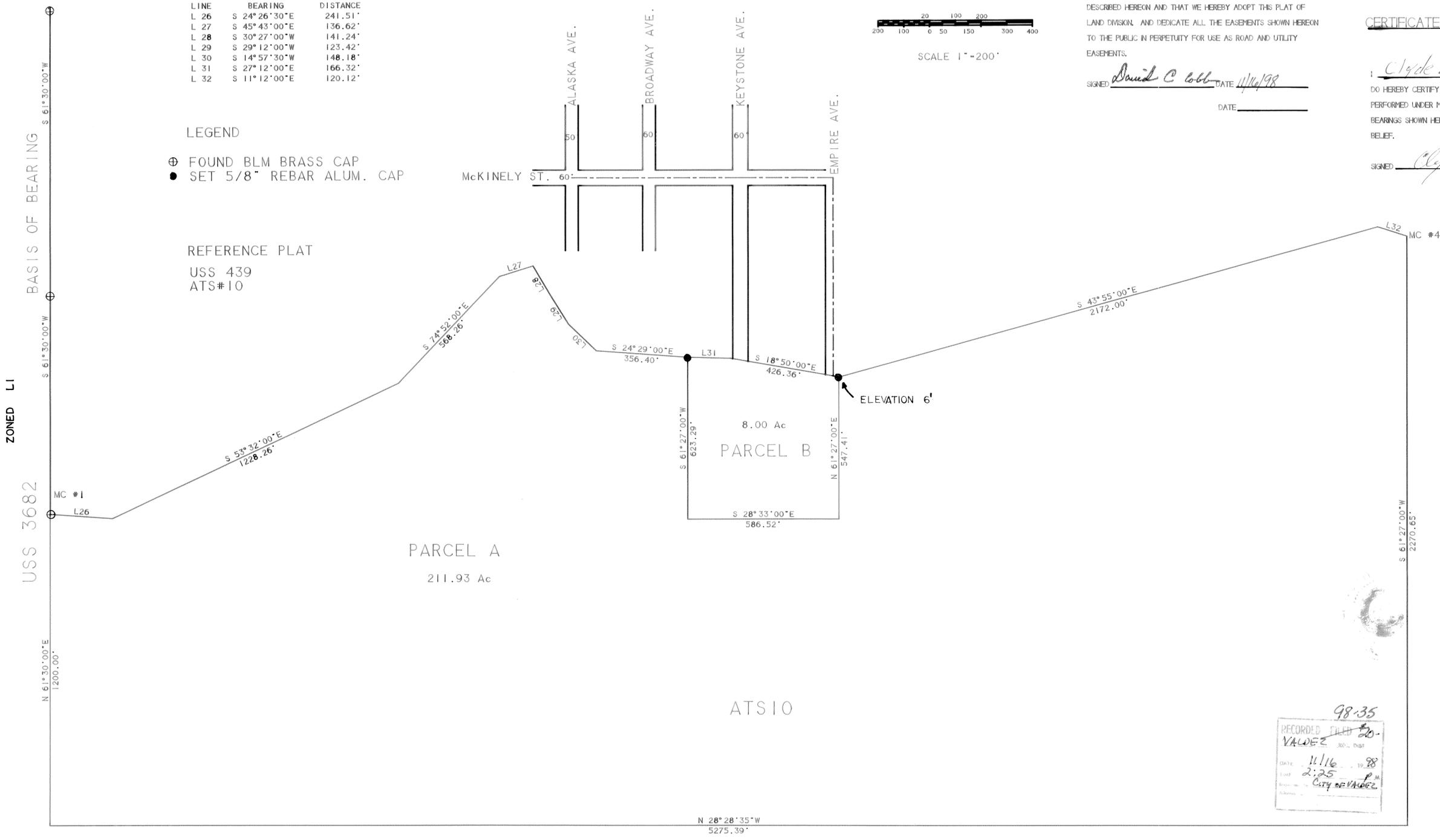
98-35
RECORDED FILED \$0.
VALDEZ
DATE 11/16 1998
TIME 2:25 PM
CITY OF VALDEZ



LINE	BEARING	DISTANCE
L 26	S 24° 26' 30" E	241.51'
L 27	S 45° 43' 00" E	136.62'
L 28	S 30° 27' 00" W	141.24'
L 29	S 29° 12' 00" W	123.42'
L 30	S 14° 57' 30" W	148.18'
L 31	S 27° 12' 00" E	166.32'
L 32	S 11° 12' 00" E	120.12'

- LEGEND**
- ⊕ FOUND BLM BRASS CAP
 - SET 5/8" REBAR ALUM. CAP

REFERENCE PLAT
USS 439
ATS#10



ZONED LI

USS 439

ZONED LI

USS 3682

ATS10

PORT VALDEZ



Legislation Text

File #: RES 22-0046, **Version:** 1

ITEM TITLE:

#22-46 - Authorizing the City Manager to Acquire a Public Utility Easement on Lot 1 Sleepy Hollow Addition #4 Owned by The Church of Jesus Christ of Latter-Day Saints

SUBMITTED BY: Nathan Duval, Assistant City Manager / Capital Facilities Director

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution #22-46 authorizing the City Manager to acquire a Public Utility Easement on Lot 1 Sleepy Hollow Addition #4 Owned by The Church of Jesus Christ of Latter-Day Saints

SUMMARY STATEMENT:

In order to facilitate the cost-effective relocation of the water line running from Meals Ave to the Richardson Hwy through three private properties (Church, Gavora property, Saxe Property) Staff has negotiated a draft easement with the Church to tie into the existing water line on the northwest corner of their property. This will reduce cost and disruption associated with digging up Meals avenue. There is no long-term cost to the City for the easement and the footprint and location will be minimized to maximize benefit to both parties.

An easement on the Saxe property was included with the recent re-plat of their property and the City has been granted Right of Way permission to utilize DOT property for the remaining water line route not located on City property.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 22-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ACCEPTING A 30' WIDE PUBLIC UTILITY EASEMENT FROM THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS ON THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS OWNED LOT 1 SLEEPY HOLLOW ADDITION #4

WHEREAS, the Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole, is the owner of the real property know as Lot 1 Sleepy Hollow Addition #4; and

WHEREAS, The City of Valdez, an Alaska Municipality has requested a utility easement for the purpose of installing and maintaining a buried water line; and

WHEREAS, The City Council has the authority to approve such an agreement by VMC Section 4.10.010.

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

Section 1. The Valdez City Council authorizes the City Manager to enter into an agreement for a 30' wide public utility easement from the Church of Jesus Christ of Latter-Day Saints ("Church") on the Church owned lot 1 sleepy hollow addition #4, shown in "Water Line Easement Agreement" ("Agreement") on Exhibit A, attached hereto and made part hereof.

Section 2. Upon the passing of this resolution, this easement will be recorded in the Valdez recording district at the sole expense of the City of Valdez.

Section 3. This Public Utility Easement shall exist for the construction, Re-construction, repair, operation, and maintenance on the above-described lands, water lines, which shall be buried.

Section 4. All other provisions of the agreement between the City and the Church shall be adhered to as outlined in the Agreement on Exhibit A, attached hereto and made part hereof.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 2nd day of August, 2022.

Resolution #22-46
Page 2

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

When Recorded, Mail To:

City of Valdez Attn: Clerks Dept. _____
PO Box 307 _____
212 Chenega Ave _____
Valdez, AK 99686 _____

With A Copy To:

The Church of Jesus Christ of Latter-Day Saints
Attn.: _____
50 East North Temple, Suite _____
Salt Lake City, Utah 84150

Tax Parcel No.(s): 70600040010

(Space Above for Recorder's Use Only)

WATER LINE EASEMENT AGREEMENT

THIS WATER LINE EASEMENT AGREEMENT (this "**Agreement**") is made and entered into on this the ____ day of _____, 2022 (the "**Effective Date**"), by and between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**Grantor**"), and CITY OF VALDEZ, an Alaskan municipality ("**Grantee**"). Grantor and Grantee are at time referred to herein individually as "**Party**" and collectively as "**Parties**".

RECITALS

A. Grantor is the owner of that certain real property located in the City of Valdez, Chugach Census Area, Alaska, more particularly described on Exhibit A, attached hereto and incorporated by this reference (the "**Grantor Property**").

B. Grantee currently operates a high-pressure water line that runs through a portion of the Grantor Property, including underneath Grantor's existing meetinghouse (the "**Existing Line**"). Grantee desires to abandon the Existing Line and to construct a new high-pressure water line as more particularly described herein.

C. Accordingly, Grantee desires a perpetual, non-exclusive water line easement (the "**Easement**") on, over, across, under and through a certain portion of the Grantor Property, more particularly described and depicted on Exhibit B, attached hereto and incorporated herein by this reference (the "**Easement Area**"), for the purposes more fully set forth in this Agreement.

D. Grantor is willing to convey the Easement to grantee, subject to and in conformance with the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

1. **Grant of Utility Easement.** For sufficient consideration having been received and acknowledged by Grantor, Grantor does hereby convey, without warranty, unto Grantee, for the benefit of Grantee, a non-exclusive thirty foot (30') wide easement on, over, across, under and through the Easement Area for the purposes of constructing, replacing, relocating, removing, operating, using, maintaining, and repairing of one (1) high pressure water line and other necessary improvements and appurtenances (collectively, the "**Improvements**"). Grantee hereby agrees that the Improvements shall be constructed and placed underground and shall not be visible from the surface of the Grantor Property. All costs of the Improvements and all construction, replacement, relocation, removal, operation, use, maintenance and/or repair thereof, shall be the sole responsibility of Grantee.

2. **Abandonment of the Existing Line.** Grantee agrees and acknowledges that within thirty (30) days following the completion of the Improvements, Grantee will undertake and complete all necessary actions to abandon in place the Existing Line consistent with applicable law and best industry practices (the "**Abandonment**"). Upon completion of the Abandonment, Grantee acknowledges and agrees that it will have no further legal right or privilege relating to the use, occupation, or possession of the Existing Line or the portions of the Grantor Property where the Existing Line is located, except as otherwise set forth in this Agreement.

3. **Access.** Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**") shall have the right to enter upon the Easement Area solely for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Area from existing roads at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of this Easement Area and the entry upon the Easement Area by Grantee and Grantee's Agents. In the event Grantee needs to access the Easement Area to perform any maintenance, repair, or restoration work on the Easement Area, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Easement Area, (ii) provide at least seventy-two (72) hours advance written notice, and (iii) perform such work on days other than Sunday. In the event of an emergency, Grantee shall not be required to provide advance notice of such entry and may perform work on Sunday (but only to the minimum extent necessary to cure or remediate such emergency).

4. **Reservation by Grantor.** Notwithstanding anything to the contrary stated herein, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above, Grantor reserves the right (i) to relocate or require the relocation of the Improvements and the Easement Area at any time at Grantor's cost and expense, provided that such relocation provides Grantee with comparable easement rights and functionality and such relocation terminates the use of the easement in its prior location, and (ii) to grant additional rights, easements or encumbrances to other third parties to use or occupy the Easement Area (or the surface of the Grantor Property

above same). Grantee hereby understands and agrees that this Easement is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Grantor to use the Easement Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the easement rights granted hereby.

5. **Condition of Easement Area.** Grantee accepts the Easement Area and all aspects thereof in their “AS IS,” “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS,” including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area. Grantee hereby waives all warranties, express or implied, regarding the title, condition, and use of the Easement Area, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber, or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

6. **Maintenance and Restoration.** Grantee, at its sole cost and expense, shall maintain and repair the Improvements and any and all related improvements installed by Grantee, in good order and condition. Grantee shall promptly repair any damage to the Grantor Property and Grantor’s improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee’s Agents, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor Property by Grantee and Grantee’s Agents. Grantee’s restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements, equipment or materials other than the Improvements which it has caused to be placed upon the Grantor Property; (ii) mounding of the same topsoil which was originally removed in the excavation process, in all areas excavated by Grantee such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) the filling in and repairing of all other portions of the Grantor Property which are damaged, rutted, or otherwise disturbed as a result of Grantee’s operations with the same topsoil existing prior to said construction activities as necessary such that all disturbed areas are ready for re-vegetation; (iv) compacting the soil after it is backfilled to a density acceptable to Grantor; (v) grading the areas in which the soils were removed and relocated; (vi) reseeding the impacted areas; and (vii) leaving the Grantor Property in a condition which is clean, free of debris and hazards which may be caused by Grantee’s activities, and subject to neither, environmental hazards nor liens caused by Grantee’s activities.

7. **Construction of the Improvements.** Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

8. **Compliance with Laws** Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

9. **Insurance.** Prior to entering onto the Easement Area, Grantee shall maintain, or shall cause to be maintained, policies which, at a minimum, provide Grantor the protections set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area or the Grantor Property, all of Grantee's Agents and other such parties who assist with the Improvements or use the Easement Area are either covered under the terms of Grantee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Such insurance may be carried under a "blanket" policy or "blanket" policies covering other properties of Grantee, and may be subject to such self-insured retentions as Grantee may desire. Prior to any entry onto, or construction within, the Easement Area by Grantee, Grantor shall have the right to approve Grantee's insurance and Grantee shall (i) provide certificates to Grantor evidencing such insurance in a form acceptable to Grantor, and (ii) cause its consultants, contractors, and subcontractors to add Grantor as an additional insured.

9.1. **Liability Insurance Coverage and Limits.** A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability of not less than Two Million Dollars (\$2,000,000.00). The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, activities on the Grantor Property, and adjacent areas;

9.2. **Workers' Compensation Insurance.** All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law; and

9.3. **Automobile Insurance.** Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

10. **Indemnification by Grantee.** Grantee hereby agrees to indemnify, save, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by, or under control with Grantor, and its and their Affiliates' officers,

directors, employees, managers, members, agents and servants (“**Affiliates**”) from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by Grantor or its Affiliates as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of, either directly or indirectly, (i) the use of the Easement Area by Grantee or Grantee’s Agents; (ii) any entry onto the Easement Area or the Grantor Property by Grantee or Grantee’s Agents; and (iii) any work performed on the Easement Area by Grantee or Grantee’s Agents, except to the extent deemed by a court of competent jurisdiction to have been caused solely by Grantor’s or its Affiliates’ gross negligence or willful misconduct. Indemnification by Grantee is subject to appropriation by the Valdez City Council in accordance with the Valdez City Charter.

11. **Liens.** Grantee shall keep the Easement Area and the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Easement Area and/or the Grantor Property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any of Grantee’s Agents. Any such liens shall be released of record within thirty (30) days.

12. **Remedies.**

12.1. **Self Help and Other Remedies.** If any Party defaults in the performance of its obligations hereunder and the default is not cured within ten (10) days following delivery of written notice to such defaulting Party, then the non-defaulting Party shall have the right to (i) perform such obligation on behalf of the defaulting Party, in which event such defaulting Party shall reimburse such non-defaulting Party for all amounts expended by the non-defaulting Party on behalf of the defaulting Party, together with interest thereon at the lesser of twelve percent (12%) per annum or the maximum amount permitted by law from the date the amounts are expended until the date repaid; and/or (ii) exercise any other rights or remedies available to the non-defaulting Party either at law or in equity.

12.2. **Injunctive Relief.** In the event of a breach by any Party hereto of any obligation of such Party under this Agreement, the non-defaulting Party shall be entitled to injunctive relief mandating compliance herewith, and shall be entitled to obtain a decree specifically enforcing the performance of the obligations created hereunder. The undersigned hereby acknowledge and stipulate the inadequacy of legal remedies and irreparable harm which would be caused by the breach of this Agreement, and such non-defaulting Party shall be entitled to relief by any and all other available legal and equitable remedies from the consequences of such breach. Any costs and expenses of any such proceeding, including reasonable attorney’s fees, shall be paid by the defaulting Party.

12.3. **Non-Waiver.** No delay or omission of any Party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default

hereunder. A waiver by any Party hereto of a breach of, or default in, any of the terms, provisions, and conditions of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition, or provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but instead all remedies shall be cumulative with all other remedies provided for in this Agreement and all other remedies at law or inequity which are available to the Parties hereto.

13. **Notices.** All notices, demands, statements, and requests (collectively, the “**Notice**”) required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the Party to whom the notice is addressed or if such Party is not available the date such notice is left at the address of the Party to whom it is directed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, and (iii) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, Lone Star or similar operation) to the address of the Party to whom it is directed, provided it is sent prepaid, return receipt requested. The addresses of the signatories to this Agreement are set forth below:

If to Grantor: The Church of Jesus Christ of Latter-day Saints
50 East North Temple Street, Suite ____
Salt Lake City, Utah 84150
Attn: _____

With a copy to: Kirton McConkie
50 East South Temple Street, Suite 400
Salt Lake City, Utah 84111
Attn: Ryan Wallace

If to Grantee: City of Valdez _____
PO Box 307 _____
212 Chenega Ave _____
Valdez, AK, 99686
Attn: City Manager _____

14. **Miscellaneous.**

14.1. **Binding Effect.** Except as expressly stated herein, the provisions of this Agreement shall run with the land be binding upon and inure to the benefit of the Parties hereto, as well as the successors and assigns of such persons.

14.2. **Partial Invalidity.** If any term, covenant, or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or

unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenants or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

14.3. **Captions**. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

14.4. **Relationship of the Parties**. Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, or render any of such Parties liable for the debts or obligations of the other Party hereto.

14.5. **Amendment**. This Agreement may be canceled, changed, modified, or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

14.6. **Counterparts**. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

14.7. **Attorney Fees**. In the event any legal action or proceeding for the enforcement of any right or obligation herein contained is commenced, the prevailing Party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

14.8. **Dedication**. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefitted by the terms and provisions hereof. Grantor shall have the right to perform any act, or do anything, from time to time that Grantor may deem necessary or desirable to assure that no public gift deduction (or deemed gift dedication) occurs.

14.9. **Assignment**. Grantee may not at any time during this Agreement assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole and absolute discretion and for any reason or no reason at all.

[SIGNATURES AND ACKNOWLEDGEMENTS TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS,
a Utah corporation sole

By: _____

Name: _____

Its: Authorized Agent

STATE OF UTAH)
)
) :ss
COUNTY OF _____)

On this ____ day of _____, 2022, before me personally appeared _____ whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the foregoing document was signed by him on behalf of said corporation in his capacity as Authorized Agent.

WITNESS my hand and official seal.

Notary Public for the State of Utah

(seal)

My Commission Ends: _____

GRANTEE:

CITY OF VALDEZ,
an Alaskan municipality

By: _____

Name: _____

Its: _____

STATE OF _____)

:ss

COUNTY OF _____)

On this ___ day of _____, 20___, before me personally
appeared _____ who indicated to me that he/she is
the _____ of CITY OF VALDEZ, an Alaskan municipality, and that he/she duly
acknowledged to me that he/she executed the foregoing instrument as a free and voluntary act for
an on behalf of the said municipal corporation.

WITNESS my hand and official seal.

Notary Public for the State of _____

(seal)

My Commission Ends: _____

EXHIBIT A

(Legal Description of the Grantor Property)

EXHIBIT B

(Description and Depiction of the Easement Area)



Legislation Text

File #: RES 22-0047, **Version:** 1

ITEM TITLE:

#22-47 - Establishing the Council Priorities for the 2023 City Operating Budget

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

- This resolution captures Council Budget priorities for 2023 as articulated during the recent retreat. It provides formal direction to management as they construct their budgets
- Management acknowledges the value of such a document, and will attempt to regularly include it as an annual procedural milestone, as well as including it in the final adopted budget document

CITY OF VALDEZ, ALASKA

RESOLUTION #22-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, ESTABLISHING COUNCIL PRIORITIES FOR THE 2023
OPERATING BUDGET

WHEREAS, City Council holds a strategic planning session annually to articulate priorities and related action plans; and

WHEREAS, Management and Council meet annually at the beginning of the budget process to discuss budgeting parameters and how to fund strategic planning priorities; and

WHEREAS, budgeting best-practices include capturing and disseminating these discussions to management so as to guide the development of their respective budgets; and

WHEREAS, Council and Management adopt a budget priorities resolution in an effort to provide full transparency to the public and other stakeholders at each step of the planning and budgeting process;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2023 Operating Budget will be developed in accordance with the priorities and parameters as detailed in "Attachment A".

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 2nd day of August, 2022.

City of Valdez, Alaska

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Resolution No. 22-47 Attachment A: Council Priorities for the 2023 Operating Budget

INTRODUCTION

Valdez City Council held its annual strategic planning retreat on July 16th, 2022 to discuss programming, service levels, and project priorities. During this meeting management also presented revised pro-forma budget summaries for 2023, as well as five-year forecasts through 2027. These data were then factored into preliminary Council direction, summarized below, for development of the 2023 Operating Budget.

SUMMARY

Management presented preliminary budget figures and five-year forecasts. The calculations reflect added oil and gas tax revenue assumptions, along with the establishment of a repayment liability reserve to capture the “worst-case” repayment of oil and gas revenue currently in jeopardy. Calculations otherwise reflected status-quo funding of other reserve accounts, slight growth in personnel costs, and no growth in other expense categories. The resulting calculations yield an estimated deficit of \$2.5MM-\$3MM, and five-year aggregate deficit over \$38MM.

REVENUES

Property Tax – Ad Valorem Tax, i.e. property tax, continues to be the City’s primary revenue source, comprising 90% of General Fund revenues based on a twenty-mill levy. The 2023 preliminary budget will be developed based on a continued twenty-mill levy, reflecting additional oil and gas property valuations not previously on the City’s tax roll, and slight inflation in other property values.

Other Revenues – 2023 Revenues will reflect historic levels of activity. This assumption will be presented in the General Fund, for items such as Parks and Recreation program participation and hotel occupancy tax, in Utilities Fund, for historic levels of commercial water and sewer charges, and in Ports and Harbor funds, for facilities fees, leases, and shipping volume. Interest earnings on accumulated fund balances will reflect current market rates on allowable investment instruments, and management will explore options as to alternative market exposure specifically as it relates to funds held as an offset to repayment liability.

EXPENSES

Personnel - The City’s largest expense category is “FTE Personnel”, which is the combined costs of salary, wages, and benefits for all approved positions. Management will continue the convention of budgeting for full employment, so as to reflect the full committed costs of all approved positions. Position vacancies during the budget year will result in actual expenses below budgeted amounts. The resulting “savings” are then carried forward to the next budget-year, when they are typically appropriated to approved maintenance and capital projects. Though not reflected in the preliminary budget, management is encouraged to use position vacancies as an occasion to re-examine staffing levels for potential reductions in overall staffing. Above all, an emphasis on maintaining current service levels for the city while accounting inflation is desired. The City Council will evaluate specific feedback from the City Manager as to positions and services needed on a case by case basis.

Cost of Living Adjustment (COLA) – Salary and Wage rates will reflect an 8.4% COLA. This figure will be achieved via a two-phase adjustment, and is based on Alaska/Anchorage official Consumer Price Index (CPI) figures. Council has affirmed this preliminary calculation, the procedure, and implementation to be executed via initial (phase 1) 4.2% increase during the 2022 Budget Year followed by an identical (phase 2) increase at the implementation of the 2023 Budget. Staff acknowledges that the funding for phase 1 will come from the difference between budget/actual in the salary/wage category from the 2022 Budget.

Merit/Longevity Increases – Personnel costs will also reflect Finance and Human Resources best-estimates of scheduled raises pursuant to personnel regulations and current staffing data. Preliminary estimates reflect approximately a 1.9% increase.

Other Expenses – Management will attempt to present other expense categories with no growth over adopted 2022 budget levels. This objective is targeted to a citywide aggregate, which allows for variance among individual departments to meet programming and service-level objectives and increased staffing levels. Wherever department expense categories reflect increases, management is encouraged to present a range of offsetting expenses and enhanced revenues for Council consideration. Management is also directed to present expense figures in terms of program and/or service level aggregates whenever possible to facilitate Council’s consideration and analysis relative to their articulated program and service priorities.

Education – Council reaffirms its commitment to funding Valdez Schools to the maximum permitted by statutory formula. Management will also present College and dual-credit funding requests as-received for Council consideration. These three expenses reside in the City’s “Education” department within the General Fund, and will be scheduled for coordinated presentation and discussion during regular October budget workshops.

Community Service Organizations (CSOs) – During 2022, the City Council worked to keep overall CSO funding within a reasonable range of growth, and consistent with established Council priorities. Council also requests enhanced programming narratives and metrics so as to enable multi-year review and analysis of City-provided funds. These parameters notwithstanding, CSO requests will be compiled by staff and forwarded to Council as-received. CSO applications will be discussed on a standalone workshop during the 2023 budget process, though approval during this workshop is not a final budget decision. Furthermore, any funding requests approved but not unanimously supported by the Council, will be revisited at a subsequent meeting prior to the adoption of the 2023 Budget.

INTER-FUND TRANSFERS

Reserve Funds - Reserve Funds are established via transfers from General Fund, and reflect costs-items that span multiple years, are unpredictable in nature, and/or serve to mitigate drastic annual variances. Examples include maintenance and capital projects, liquidation of accrued leave-time, and purchase of major equipment items, respectively. Management will continue with conventional reserve-fund levels to ensure adequate coverage of related expenses and liabilities. Maintenance and Capital Project appropriations will be set in the Spring of 2023 per established convention.

Energy Assistance – Among the Reserve Funds is a specific appropriation for the Energy Assistance program. Council has articulated desire to evaluate the Energy Assistance program on an annual basis. Historically the program has been \$550 per residential and commercial customer. Management estimates this status quo cost to be approximately \$800,000.

Special Revenue Funds and Fee Subsidies – Council has historically approved fee-levels that are less than full cost-recovery levels, so as to provide reduced cost of living and enhanced quality of life for the benefit of residents. The imbalance of revenues and costs for related services are reflected in transfers from General Fund to impacted funds, specifically Ports, Harbor, and Utilities. Council has expressed a desire to evaluate the level of subsidies to special revenue funds Utility/Port/Harbor/Airport on an annual basis, and explore ways to inform the public about these subsidies. Management will present preliminary 2023 budget transfers accordingly.

Valdez Housing (“VHIA”) Fund – Management proposed additional appropriations in support of Council’s emphasis on the pursuit of new/additional housing development. The preliminary budget will reflect appropriation of accumulated VHIA housing fund balances of approximately \$2.8MM, plus additional transfers of previously appropriated land-development reserves, toward specific housing development programming. The source fund and/or department for this programming is yet to be determined. Council expressed support for this appropriation, and acknowledges that it represents a deduction from accumulated savings.

Permanent Fund – Pursuant to City Charter, Council may annually appropriate up to 1.5% of the Permanent Fund for any purpose. This figure currently totals \$4.2 million. Council has articulated that this appropriation will be reflected in the 2023 Budget, and set aside for ongoing funding of bonded indebtedness for specific Major Maintenance and/or Capital Projects.

CONCLUSION

The directives and parameters articulated in this document represent a starting-point for the 2023 budget and the emerging five-year financial plan. The final adopted operating budget may ultimately reflect revised priorities and parameters following a review of preliminary budgets during related work sessions in October. Council acknowledges a preliminary 2023 Operating Budget deficit, and the necessity of appropriating funds from accumulated savings to balance the shortfall. Council has established a preliminary plan to fund Major Maintenance project priorities in the Spring of 2023, using a combination of the 2022 “Carry-Forward” funds, and re-purposed funds previously appropriated. Council further acknowledges that the preliminary budget does not reflect Capital Project needs, and that these costs will be considered as deductions from accumulated savings and/or funded via issuance of additional debt, which will impact future operating budgets.

Council continues to strive to evaluate budget requests within a multi-year context, with an emphasis on sustainability, continuity, flexibility, and pursuit of articulated programming and service-level priorities.



Legislation Text

File #: RES 22-0048, **Version:** 1

ITEM TITLE:

#22-48 - Amending the 2022 Budget by Transferring \$312,568 from Unassigned General Fund Balance to Various Departments in the General Fund, Port Fund, Harbor Fund, Airport Fund, and Utility Fund for the Purpose of Providing a 4.2 Percent COLA for All Employees

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: \$312,568

Unencumbered Balance: \$312,568

Funding Source: Carryforward in Wages/Benefits/OT/Temp

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

- Finance will bring a similar resolution near the end of the fiscal year, replenishing General Fund Balance by the amount of \$312,568 upon analysis of budget vs actual in the Wages/Benefits/OT/Temp line items per Council's desire to fund this COLA from said source.
- Recommended implementation date is based on City Manager recommendation and operational considerations.

CITY OF VALDEZ, ALASKA

RESOLUTION #22-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2022 BUDGET BY TRANSFERRING \$312,568 FROM UNASSIGNED GENERAL FUND BALANCE TO VARIOUS DEPARTMENTS IN THE GENERAL FUND, PORT FUND, HARBOR FUND, AIRPORT FUND, AND UTILITY FUND FOR THE PURPOSE OF PROVIDING A 4.2 PERCENT COLA FOR ALL EMPLOYEES

WHEREAS, it has been the policy of the City Council to follow the semi-annual Anchorage CPI-U to guide the annual City Employee Cost of Living Adjustment (COLA) process; and

WHEREAS, the City Council expressed a desire to grant a COLA in two phases, with the first phase during the current 2022 Budget Year, and second phase at the beginning of the 2023 Budget Year totaling 8.4 percent on the 2022 Pay Scale reflecting employee base wages; and

WHEREAS, Management recommends the effective date to be the pay period that begins on August 22nd, 2022; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2022 Operating Budget will be revised according to "Attachment A".

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 2nd day of August, 2022.

City of Valdez, Alaska

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

PHASE 1 Cost of Living Adjustment (COLA)

Effective Date: PPD Beginning 8/22/2022

COLA: 4.2%

2022 Pay Periods: 9.1



Download: [xls](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012													2.2	2.5	2.0
2013													3.1	2.7	3.5
2014													1.6	1.9	1.4
2015													0.5	1.1	-0.1
2016													0.4	-0.1	0.9
2017													0.5	0.7	0.2
2018												2.8	3.0	2.1	4.0
2019		2.5		2.7		2.5		0.7		-0.3		0.0	1.4	2.6	0.2
2020		-0.3		-2.5		-3.8		-1.5		0.3		0.3	-1.1	-1.7	-0.5
2021		1.3		4.8		6.2		5.7		6.3		7.2	4.9	3.4	6.4
2022		7.4		7.5		12.4								8.4	

https://data.bls.gov/timeseries/CUURS49GSA0&output_view=pct_12mths

		2022	Remainder of 2022 w/ 4.2% COLA	Dollar Change
FTE Payroll	General Fund	16,793,097	17,039,960	246,863
	Port Fund	551,559	559,670	8,111
	Harbor Fund	878,555	891,470	12,915
	Airport Fund	184,985	187,700	2,715
	Utility Fund	834,277	846,540	12,263
Other Personnel	General Fund	1,509,100	1,531,280	22,180
	Port Fund	181,897	184,570	2,673
	Harbor Fund	293,844	298,160	4,316
	Airport Fund	1,646	1,670	24
	Utility Fund	34,742	35,250	508
Grand Total		21,263,702	21,576,270	312,568

		2022	Remainder of 2022 w/ 4.2% COLA	Dollar Change	
FTE Payroll	General Fund				
	001-3150-41100	Salaries and Wages	748,784	759,790	11,006
	001-3150-41300	Benefits	528,248	536,010	7,762
	001-3200-41100	Salaries and Wages	1,013,782	1,028,680	14,898
	001-3200-41300	Benefits	709,318	719,750	10,432
	001-3400-41100	Salaries and Wages	214,251	217,400	3,149
	001-3400-41300	Benefits	165,247	167,680	2,433
	001-3500-41100	Salaries and Wages	1,281,582	1,300,420	18,838
	001-3500-41300	Benefits	810,488	822,400	11,912
	001-3550-41100	Salaries and Wages	113,918	115,590	1,672
	001-3550-41300	Benefits	62,840	63,760	920
	001-4200-41100	Salaries and Wages	694,386	704,590	10,204
	001-4200-41300	Benefits	492,252	499,490	7,238

				2022	Remainder of 2022 w/ 4.2% COLA	Dollar Change
		001-4400-41100	Salaries and Wages	765,167	776,410	11,243
		001-4400-41300	Benefits	552,939	561,070	8,131
		001-5050-41100	Salaries and Wages	507,224	514,680	7,456
		001-5050-41300	Benefits	310,157	314,720	4,563
		001-5100-41100	Salaries and Wages	332,890	337,780	4,890
		001-5100-41300	Benefits	184,364	187,070	2,706
		001-5150-41100	Salaries and Wages	196,747	199,640	2,893
		001-5150-41300	Benefits	118,938	120,690	1,752
		001-5200-41100	Salaries and Wages	478,441	485,540	7,099
		001-5200-41300	Benefits	320,320	325,030	4,710
		001-5350-41100	Salaries and Wages	417,231	423,360	6,129
		001-5350-41300	Benefits	273,758	277,780	4,022
		001-5400-41100	Salaries and Wages	205,763	208,790	3,027
		001-5400-41300	Benefits	132,316	134,260	1,944
		001-5500-41100	Salaries and Wages	629,025	638,270	9,245
		001-5500-41300	Benefits	406,166	412,140	5,974
		001-5780-41100	Salaries and Wages	622,245	631,390	9,145
		001-5780-41300	Benefits	407,840	413,840	6,000
		001-6100-41100	Salaries and Wages	345,238	350,310	5,072
		001-6100-41300	Benefits	247,281	250,920	3,639
		001-6200-41100	Salaries and Wages	278,182	282,270	4,088
		001-6200-41300	Benefits	241,716	245,270	3,554
		001-6400-41100	Salaries and Wages	298,744	303,140	4,396
		001-6400-41300	Benefits	236,245	239,720	3,475
		001-6500-41100	Salaries and Wages	317,782	322,450	4,668
		001-6500-41300	Benefits	205,159	208,170	3,011
		001-7300-41100	Salaries and Wages	523,952	531,650	7,698
		001-7300-41300	Benefits	402,173	408,080	5,907
	Port Fund	401-4500-41100	Salaries and Wages	305,640	310,130	4,490
		401-4500-41300	Benefits	245,919	249,530	3,611
	Harbor Fund	402-4300-41100	Salaries and Wages	496,440	503,740	7,300
		402-4300-41300	Benefits	382,115	387,730	5,615
	Airport Fund	510-4600-41100	Salaries and Wages	107,858	109,440	1,582
		510-4600-41300	Benefits	77,127	78,260	1,133
	Utility Fund	403-7100-41100	Salaries and Wages	251,734	255,430	3,696
		403-7100-41300	Benefits	165,180	167,610	2,430
		403-7200-41100	Salaries and Wages	251,734	255,430	3,696
		403-7200-41300	Benefits	165,628	168,060	2,432
Other Personnel	General Fund	001-3150-41150	Temporary Wages	-	-	-
		001-3150-41200	Overtime	96,297	97,710	1,413
		001-3200-41150	Temporary Wages	47,041	47,730	689
		001-3200-41200	Overtime	102,890	104,400	1,510
		001-3400-41150	Temporary Wages	21,645	21,960	315
		001-3400-41200	Overtime	14,534	14,750	216
		001-3500-41150	Temporary Wages	-	-	-
		001-3500-41200	Overtime	136,661	138,670	2,009
		001-3550-41200	Overtime	5,000	5,070	70
		001-4200-41150	Temporary Wages	75,554	76,660	1,107
		001-4200-41200	Overtime	40,542	41,140	598
		001-4400-41150	Temporary Wages	35,921	36,450	530

				2022	Remainder of 2022 w/ 4.2% COLA	Dollar Change
		001-4400-41200	Overtime	112,447	114,100	1,653
		001-5050-41150	Temporary Wages	-	-	-
		001-5050-41200	Overtime	-	-	-
		001-5100-41150	Temporary Wages	-	-	-
		001-5100-41200	Overtime	-	-	-
		001-5150-41200	Overtime	1,553	1,580	27
		001-5200-41150	Temporary Wages	-	-	-
		001-5200-41200	Overtime	7,108	7,210	102
		001-5350-41150	Temporary Wages	-	-	-
		001-5350-41200	Overtime	7,606	7,720	114
		001-5400-41150	Temporary Wages	2,720	2,760	40
		001-5400-41200	Overtime	-	-	-
		001-5500-41150	Temporary Wages	20,096	20,390	294
		001-5500-41200	Overtime	4,728	4,800	72
		001-5780-41150	Temporary Wages	7,570	7,680	110
		001-5780-41200	Overtime	22,238	22,560	322
		001-6100-41150	Temporary Wages	5,394	5,470	76
		001-6100-41200	Overtime	1,104	1,120	16
		001-6200-41150	Temporary Wages	402,052	407,960	5,908
		001-6200-41200	Overtime	4,706	4,770	64
		001-6400-41150	Temporary Wages	73,726	74,810	1,084
		001-6400-41200	Overtime	9,457	9,600	143
		001-6500-41150	Temporary Wages	114,117	115,790	1,673
		001-6500-41200	Overtime	7,564	7,670	106
		001-7300-41150	Temporary Wages	40,841	41,440	599
		001-7300-41200	Overtime	87,991	89,280	1,289
	Port Fund	401-4500-41150	Temporary Wages	104,443	105,980	1,537
		401-4500-41200	Overtime	77,454	78,590	1,136
	Harbor Fund	402-4300-41150	Temporary Wages	255,685	259,440	3,755
		402-4300-41200	Overtime	38,159	38,720	561
	Airport Fund	510-4600-41150	Temporary Wages	-	-	-
		510-4600-41200	Overtime	1,646	1,670	24
	Utility Fund	403-7100-41150	Temporary Wages	-	-	-
		403-7100-41200	Overtime	17,371	17,630	259
		403-7200-41150	Temporary Wages	-	-	-
		403-7200-41200	Overtime	17,371	17,630	259
Grand Total				21,263,702	21,576,270	312,568

Transfer From	GL From	Transfer To	GL To	Amount
General Fund	001-0050-49106	Port Fund	403-0050-39100	10,784
General Fund	001-0050-49110	Harbor Fund	402-0050-39100	17,232
General Fund	001-0050-49118	Airport Fund	510-0050-39100	2,739
General Fund	001-0050-49120	Utility Fund	403-0050-39100	12,771



Legislation Text

File #: RES 22-0049, **Version:** 1

ITEM TITLE:

#22-49 - Amending the 2022 City Budget by Recognizing \$3.6MM of Additional Revenues, and Appropriating \$1.4MM to Various Department Operating Expenses

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: \$1,407,500

Unencumbered Balance: \$3,739,102

Funding Source: Budget Variance Reserve and Unassigned General Fund Balance

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

- This resolution presents mid-year 2022 recommended budget revisions.
- The mid-year resolution reflects the following items:
 - Unfunded portions of 2017-2021 School Bond Debt Reimbursement
 - Unbudgeted portion of 2022 School Bond Debt Reimbursement
 - Repurposed appropriations from Budget Variance Reserve
 - Various operating expenses needing additional budget due to unanticipated inflationary pressures
 - Funding for Council Priority: Grant opportunities related to infrastructure

CITY OF VALDEZ, ALASKA

RESOLUTION #22-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2022 CITY BUDGET BY RECOGNIZING \$3.6MM OF ADDITIONAL REVENUES, APPROPRIATING \$1.2MM TO VARIOUS DEPARTMENT OPERATING EXPENSES

WHEREAS, Council has provided direction to management regarding approved operational service levels; and

WHEREAS, the City has faced unprecedented inflationary pressures while attempting to fulfill council-approved service levels; and

WHEREAS, management has itemized unbudgeted revenue, funding requests to sustain service levels in 2022, and budget variance reserve appropriations available for repurposing; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2022 City Budget is revised according to "Attachment A" of this resolution.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 2nd day of August, 2022.

City of Valdez, Alaska

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

2022 Budget Amendment Summary

2022 Unbudgeted Revenues	<u>3,561,602</u>
Total Addition to General Fund Balance	3,561,602
Appropriations:	
General Fund	1,407,500
Re-allocation in Reserve Funds	<u>(177,500)</u>
Total New Appropriations from General Fund Balance	1,230,000
Net Increase to General Fund	<u><u>2,331,602</u></u>

FUND	TYPE	DEPT	NAME	CODE	ACTIVITY	AMOUNT	NOTES
UNBUDGETED REVENUE							
GENERAL	Revenue	n/a	Unfunded School Debt Reimbursement			3,561,602.00	State FY2017-2021 and unbudgeted portion of 2022
REVISED GENERAL FUND APPROPRIATIONS							
GENERAL	Expense	Building Maintenance	Heating	001-4200-46200		175,000.00	increased utility costs
GENERAL	#####	Building Maintenance	Electricity	001-4200-46220		205,000.00	increased utility costs
GENERAL	Expense	Law	Professional Fees & Services	001-5600-43200		850,000.00	ongoing litigation matters
Total New A	Expense	Administration	Operating Supplies	001-5100-46120		10,000.00	Employee Appreciation Picnic
GENERAL	Expense	Finance	Contracts	001-5200-43400		22,000.00	foreclosure fees
GENERAL	Expense	Finance	Professional Fees & Services	001-5200-43200		8,000.00	merchant service fees
GENERAL	Expense	Fire/EMS	Professional Fees & Services	001-3200-43200		20,000.00	service provider and billing method change for ambulance service
GENERAL	Expense	Human Resources	Recruitment	001-5150-46950		20,000.00	higher-level staff turnover
GENERAL	#VALUE!	Human Resources	Contracts	001-5150-43400		500.00	inflationary pressures
GENERAL	Expense	Human Resources	Professional Fees & Services	001-5150-43200		2,000.00	inflationary pressures
GENERAL	Expense	Engineering	Contracts	001-5780-43400		70,000.00	Grant specialist to review long range CIP and identify grant opportunity & develop 5-year strategy
GENERAL	Expense	Law Enforcement	Vehicle and Equipment Fuel	001-3500-46260		20,000.00	Fuel price increase
GENERAL	Expense	Animal Control	Professional Fees & Services	001-3400-43200		5,000.00	Animal Medical cost increase
RESERVE FUND REVISIONS							
RESERVE	REDUCE		Budget Variance Reserve	350-0350-55000		10,000.00	Administration - Employee Appreciation Picnic
RESERVE	REDUCE		Budget Variance Reserve	350-0350-55000		30,000.00	Finance - merchant service fees/foreclosure fees
RESERVE	REDUCE		Budget Variance Reserve	350-0350-55000		20,000.00	Fire - service provider and billing method change for ambulance service
RESERVE	REDUCE		Budget Variance Reserve	350-0350-55000		22,500.00	HR - higher-level staff turnover/unanticipated inflationary pressures
RESERVE	REDUCE		Budget Variance Reserve	350-0350-55000		25,000.00	PD - Fuel price increase and Animal Medical
RESERVE	REDUCE		PORT VCT Transfer Repair	350-0310-55000	2021	70,000.00	Engineering - Grant specialist to review long range CIP and identify grant opportunity & develop 5-year strategy
TRANSFERS TO BALANCE / RECONCILE							
RESERVE	TRANSFER		Transfer to General Fund	350-0050-49100		177,500.00	
GENERAL	TRANSFER		Transfer from Reserve	001-0050-39140		177,500.00	



Legislation Text

File #: 22-0414, **Version:** 1

ITEM TITLE:

Community Engagement Initiative - FlashVote Survey Provider

SUBMITTED BY: Ana Hinkle- Communications Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Please see the attached document for detailed information on FlashVote.



Citizen Engagement Initiative

The City of Valdez and FlashVote are working to make civic participation, accessible and simple for the Valdez community. The City of Valdez recently entered into a contract with FlashVote, a cutting-edge survey provider that will collect timely resident feedback on current municipal topics of concern.

FlashVote creates a series of 1-minute surveys on timely City issues that residents from all areas of the community may receive by email, phone call, or text message, depending on the method the participant chooses. Surveys will cover a wide range of topics like public safety concerns, recreation, upcoming City events, and much more.

After a resident signs up to be a part of the survey pool, they will quickly receive a notification whenever a survey is launched by the City of Valdez. Participants will have up to 48 hours to complete the survey before it closes. Once the survey closes, FlashVote immediately tabulates all the responses and provides the results to City Hall staff and the public.

Because of the ease of the survey, FlashVote gives residents who typically don't interact with the City a greater opportunity to provide feedback.

All responses are anonymous and FlashVote does not share participants personal information with anyone. Interested Valdez residents are encouraged to sign up and learn more at www.flashvote.com/valdezak or call the Communications Director at 907.834.3400.

There are several short videos on the FlashVote website that provide information on FlashVote, in addition to testimonials from other local governments and case studies. Two videos that provide great information are:

How FlashVote works: <https://youtu.be/SODvkuAXpv0>

Is Community Engagement Bad Data? <https://youtu.be/BsX7TKBiGkk>

A FlashVote onesheet is also included with this report.

The Subscriber phase will begin this week and will run for several weeks in order to establish a sufficient pool of participants. The first survey is expected to go live in August or September, depending on resident sign up. The first survey topic is City communications.

HEAR FROM THE MANY, NOT JUST THE NOISY FEW

Get statistically valid public input in 48 hours. Solve your problems and serve your whole community better with data-driven decisions.

FlashVote is trusted by leading local governments in 25+ states across the country.



SCIENTIFIC. FAST. EASY. AFFORDABLE.

“Fast, simple, reliable surveys we can trust”

“Really worth it, so simple too.”

THE SCIENTIFIC WAY TO SURVEY AND ENGAGE YOUR COMMUNITY

WANT REPRESENTATIVE PUBLIC INPUT?

Nothing else offers you these 5 key things:

- Professionally Drafted - Custom questions for the data you need
- Statistically Valid - True decision-quality community input
- Fast Results - Just 48 hours from survey launch to reporting
- Fully Inclusive - Participation by email, text and phone call
- Highly Affordable - Easily pays for itself with your first survey

Less work too. Get the input you need for great decisions.

SHORT, AUTOMATED SCIENTIFIC COMMUNITY SURVEYS

We've modernized scientific community surveys to make them short, fun and inclusive for residents - and super useful and affordable for governments. Even your busiest residents have one minute a month to help you by taking FlashVote surveys.

YOUR PUBLIC INPUT IS USUALLY MISLEADING

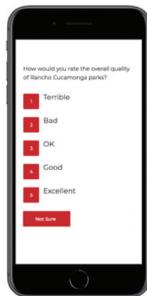
What if “everyone likes this” is really two-thirds hate it? What if “85% in favor” is actually only 33%? FlashVote is the only way to know the difference, as cities learned from those real examples. Every government needs scientific data for their important decisions.

DO MORE WITH LESS AND PREVENT MISTAKES

We help customers deliver more value without more money. We've also helped them increase revenues by building public trust. But most importantly, we help them see when unscientific public input is steering them towards big mistakes. So far we've helped them avoid over \$300 million worth of regret. With FlashVote you can delight thousands while saving millions.

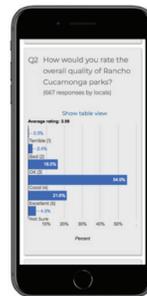
RESIDENTS GET SURVEYS

Participation by email, text or phone call



SEE RESULTS IN 48 HOURS

Easy access to full results dashboard



“I have no idea how people make decisions without FlashVote. Honestly.”

Molly Fox - Director of Communications
City of Bedford, TX

“I can't imagine not having FlashVote available to me!”

Laurie Hokkanen - City Manager
City of Chanhassen, MN



SERVE THE MANY, NOT JUST THE NOISY

Just imagine... No more issues hijacked in public meetings. No more governing based on social media posts. No more distorted data from online surveys or online engagement. Now you can always hear the true voice of your whole community. And limit the influence of the noisy and unrepresentative few.

GO FROM CONTENTIOUS TO CONSENSUS

You'll love how having high-quality data can make issues less contentious. You can even have shorter meetings. From priorities, plans and projects, to hot topics like housing, cannabis or backyard chickens, we can help make your decisions easier, faster and better.

WIN TRUST, RESPECT AND AWARDS

FlashVote offers unparalleled transparency and ease-of-use that delights residents and keeps them engaged. This means that our customers earn real respect and trust from their communities. We also help them earn the respect of their peers, as measured by national recognition and awards from organizations like GFOA, the Alliance for Innovation and PIO associations.

WE EVEN DO ALL THE WORK FOR YOU

You know what you want to know. We handle everything else. From drafting to launching to reporting - we're a service, not just software. There has never been an easier or better way to get the data you need, right when you need it.

We're even fun to work with, so let's talk soon!

CONTACT US: Ask for Kevin or Aaron

Call 775-235-2240 or Email hello@flashvote.com

OR LEARN MORE:

www.flashvote.com/government



Legislation Text

File #: 22-0415, **Version:** 1

ITEM TITLE:

Local Utility iNflation Assistance (LUNA) Program Communications Report

SUBMITTED BY: Ana Hinkle

FISCAL NOTES:

Expenditure Required: N/A

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

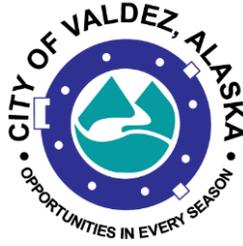
Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Please see attached Luna Program Communications Plan and LUNA Comms Plan Calendar.



Local Utility iNflation Assistance (LUNA) Program Communications Plan

Friday, May 27 – Program flyers are mailed to 2,200 City post office boxes

Wednesday, June 1 – Program Begins

- COV LUNA web page goes live
- COV FB post introducing program
- New Flash post on website

Week One: June 6 - 10

Monday, June 6 – KVAK 24-Spot Plan Campaign begins – e-Newsletter and 24 radio spots runs for 4 weeks

- KVAK radio spot on FM and AM
- KCHU PSA
- KVAK E-Newsletter
- Graphic and LUNA program information displayed on City’s electronic signage
- Finance dept to email LUNA program information to all 1,300 recipients of the February energy assistance and will include W-9 form

Tuesday, June 7

- FB post

Wednesday, June 8

- KVAK radio spot on FM and AM
- KCHU PSA

Thursday, June 9 – Extended City Hall hours till 7pm

- phone calls to individuals who received the energy assistance but do not have email or who’s email bounced back
- FB post extended City Hall hours reminder

Friday, June 10

- phones call continued
- KVAK radio spot on FM and AM
- KCHU PSA

Week Two: June 13 - 17

Monday, June 13

- KVAK radio spot on FM and AM
- KVAK E-Newsletter
- KCHU PSA

Wednesday, June 15

- KVAK radio spot on FM and AM
- KCHU PSA

Thursday, June 16

- FB post

Friday, June 17

- KVAK radio spot on FM and AM
- KCHU PSA

Week Three: June 20 - 24

Monday, June 20

- KVAK radio spot on FM and AM
- KVAK E-Newsletter
- KCHU PSA

Wednesday, June 22

- KVAK radio spot on FM and AM
- KCHU PSA
- FB post

Friday, June 24

- KVAK radio spot on FM and AM
- KCHU PSA
- News Flash posted on website

Week Four: June 27 - 30

Monday, June 27

- KVAK radio spot on FM and AM
- KVAK E-Newsletter
- KCHU PSA

Tuesday, June 28

- FB post – final week

Wednesday, June 29

- KVAK radio spot on FM and AM
- KCHU PSA

Thursday, June 30 - last day - extended City Hall hours till 7pm

- KVAK radio spot on FM and AM
- KCHU PSA
- FB post – program deadline is 7pm
- New Flash post on website – program deadline at 7pm
- Drop box check at 7pm – signage on drop box informing public no forms will be accepted after 7pm

Monday, July 25 – payments mailed end of July

- FB post
- News Flash post on website

Note: A few times within the month, the Facebook posts were also shared to the Valdez Online Bulletin Facebook page.

The Communications Director will meet with Finance Team in December 2022 to create a communications plan for 1099 mailings that will occur in early 2023.

LUNA Program Data

Data was provided by the Finance Team and refers to all approved program participants.

W-9's: 1,058

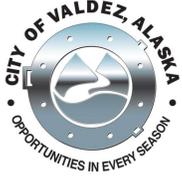
New applications: 113

Total program participants: 1,171

For reference, approximately 1,300 total recipients participated in the Energy Assistance program in February. Several people chose not to participate in LUNA due to income tax implications. In addition, a few EA program participants have since moved out of town. Also, of note, the Energy Assistance program ran for 2 months, whereas, LUNA was only 1 month long.

June 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	Graphic and program info displayed on COV electronic signage for the month ↓ on the 6th		1 Program opens Luna webpage live FB post COV News Flash	2	3	4
5	6 KVAK e-News KVAK radio ad KCHU PSA Email to energy participants	7 FB post	8 KVAK radio ad KCHU PSA	9 Phone calls to those who w/ no email FB post - extended hrs City Hall extended hours to 7pm	10 Phone calls to those who w/ no email KVAK radio ad KCHU PSA	11
12	13 KVAK e-News KVAK radio ad KCHU PSA	14	15 KVAK radio ad KCHU PSA	16 FB post	17 KVAK radio ad KCHU PSA	18
19	20 KVAK e-News KVAK radio ad KCHU PSA	21	22 KVAK radio ad KCHU PSA FB post	23	24 KVAK radio ad KCHU PSA COV News Flash	25
26	27 KVAK e-News KVAK radio ad KCHU PSA	28 FB post—final week	29 KVAK radio ad KCHU PSA	30 FB post—deadline KVAK radio ad COV News Flash KCHU PSA Prog deadline 7pm		July 25 - payments mailed end of July FB post COV News Flash



Legislation Text

File #: 22-0416, **Version:** 1

ITEM TITLE:

Branding update

SUBMITTED BY: Martha Barberio, Economic Development Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

Launch

1. Update Valdez assets: Department Websites, Facebook page, etc., working with Communications Director, IT, and other individual departments as appropriate.

Thompson & Co is working with the Communications Director to update Valdez assets, such as Department Websites, Facebook page, etc. Individual departments will have the opportunity to utilize updated social media assets.

2. Create and deliver Valdez brand toolkits/goodie bags to Valdez businesses.

Plastic water bottles, blankets, coffee sleeves, stickers and branding flash drives are being delivered to local businesses.

3. Design services offered up to 20 Valdez businesses and other organizations. Spawn will assist businesses/organizations with graphic design recommendations for rack cards, website home pages, Facebook page mastheads-featuring new brand.

To date, Spawn has engaged with businesses and is under contract to assist 20 local businesses with these services. Rogues Garden, Valdez Stay & Play, the Museum, and VCVB have connected with Spawn for these services.

KEY DELIVERABLES: IMPLEMENTATION/ADOPTION

- Brand guidelines - **Completed and adopted**

- Branded ad templates for print and digital.
- Lunch n' Learn presentations including Canva "how to"
 - Completed first lunch & learn in May 2022. The next lunch & learn is slated for fall.
- Graphic design service to assist up to 20 businesses/organizations.
 - This service is in progress.
- Branded wearables and other merchandise for business goodie bags and 4th of July Celebration.
 - Branded items were not delivered by the 4th of July celebration.
 - Flash Drives - Flash Drives have been received and are at the City Hall front counter for pick by businesses. They have also been given to the VCVB to pass out to their members. Economic Development has provided links via e-mail that provide branding instructions to all local businesses if a flash drive is not an option.
 - Coffee sleeves - Economic Development distributed the coffee sleeves with the brand to various coffee shops.
 - Water bottles - The water bottles are made of green plastic. They are being handed out to local businesses for distribution.
 - Stickers - There are three options for stickers that include the brand and colors. All three options have been given to local business.
 - Blankets - Providing to local businesses for distribution
 - Small shopping bags - Providing to local businesses for distribution.
 - Metal water bottles - Providing to local businesses for distribution.



VALDEZ STAY & PLAY

VALDEZ

**Kayak &
SUP Rentals**

explore Valdez

rent today



VALDEZ MUSEUM
HISTORICAL ARCHIVE

Valdez Museum

new exhibit

visit today



VALDEZ MUSEUM



VALDEZ



Legislation Text

File #: 22-0417, **Version:** 1

ITEM TITLE:

Mid-year Marketing Update with Thompson & Co.

SUBMITTED BY: Martha Barberio, Economic Development Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

Attached is the 2nd quarter report on the Marketing initiative with Thompson & Co. Caitlin will be on hand to answer any questions.

Here is the campaign recap for the ads that ran throughout Q2. A few key highlights:

- Q2 campaign garnered over 2 million impressions and 12,000 clicks!
- Google search performed best in California among men 18-24.
Audio and digital display performed best in California and Florida
Q2 cumulatively outperformed Q2 of 2021
-

City of Valdez Paid Campaign Report

Q2 2022

Campaign Name	Impressions	Ad Recall Lift	Clicks	CTR*	CPR**	Total Cost
Facebook/Instagram	1,201,723	69,400	1,062	0.09%	\$0.03	\$2,100.00
Digital Display	317,146	N/A	426	0.13%	\$0.006	\$1,914.51
Audio	76,173	N/A	14	0.02%	\$0.03	\$1,914.42
Google Search	152,528	N/A	10,951	7.18%	\$0.18	\$2,006.72
YouTube	265,103	N/A	260	0.10%	\$0.008	\$2,073.55
Campaign Totals	2,012,673	69,400	12,713	0.63%	\$0.014	\$10,009.20

*CTR = Click-through rate

**CPR = Cost per result; Facebook = ad recall lift, Digital Display, Audio and YouTube = impressions, Google Search = clicks

Key Takeaways

- This recap reflects data accrued from April 1 – June 30, 2022.
- Due to varied parameters of each platform, these measurements consider different metrics based on platform.
 - Facebook = ad recall lift
 - Digital display, audio and YouTube = impressions
 - Google Search = clicks
- This campaign garnered more than 2M impressions and more than 12K clicks.
- Google keywords that drove the most clicks included “places in America,” “beautiful places to visit in the US” and “best places to visit in the U.S.”
- Google Search CTR and CPC* performed better than industry standards.
 - CTR concluded at 7.18% ([industry standard is 4.68%](#)).
 - CPC concluded at \$0.18 ([industry standard is \\$1.53](#)).
- Google Search performed best in California among men ages 18-24.
- YouTube performed best in Los Angeles among men ages 55+.
- Audio and digital display performed best in California and Florida.
- Yahoo.com, FOXNews.com and the SmartNews app were the top-performing websites for digital display.
- The Happy Color app on Amazon, [AudioPulsar.com](#) and Shoutcast.com were the top-performing platforms for audio.
- The Facebook ad concluded with an ad frequency rate of 1.81 and an ad recall lift rate of 10.45%.
- Approximately 94,315 viewers watched :03 or more of the Facebook ad video.
- Q2 2022 cumulatively outperformed Q2 2021. All platforms performed better, with the exception of YouTube, likely due to the ad performing best on televisions as opposed to click-based devices such as tablets, smartphones and computers.

*CPC = cost per click



Legislation Text

File #: 22-0418, **Version:** 1

ITEM TITLE:

Procurement Report: Professional Services Agreement with RSA Engineering, Inc. in the Amount of \$46,627.00

SUBMITTED BY: Brad Sontag, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$46,627.00
Unencumbered Balance: \$400,000.00
Funding Source: 350-0310-55000.1719

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

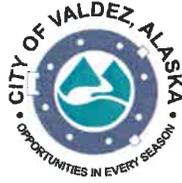
RSA Engineering, Inc. will provide all engineering and support services necessary to provide the City of Valdez:

Mechanical and electrical engineering services for upgrades to the control and HVAC systems at the Valdez Library and Museum. Design includes replacement of the library basement air handlers.

The scope of work is more specifically described in the attached proposals dated July 1, 2022.

Due to the long lead time of the air handler materials for the Library this project will be designed and bid separately from the Senior Center/Civic Center control and HVAC project.

This report is filed per City Procurement Code 2.80.040



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and RSA Engineering, Inc. (“Consultant”) is effective on the 22nd day of July, 2022.

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

**Project: Valdez Library/Museum Control and HVAC Upgrades
Project No: 22-350-1719
Contract No.: 1951
Cost Code: 350-0310-55000.1719**

Consultant’s project manager under this agreement is Brian 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.

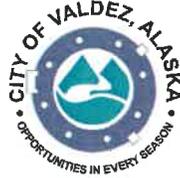
ARTICLE 2. Compensation

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



ARTICLE 4. Subconsultants

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

ARTICLE 5. Insurance

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

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

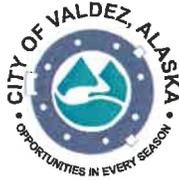
*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

ARTICLE 6. Appendices

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

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

Agreement for Professional Services
Project: Valdez Library/Museum Control
And HVAC Upgrades
Project No. 22-350-1719
Contract No. 1951
Cost Code: 350-0310-55000.1719



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.


Authorized Signature

BRIAN PECKAR
Printed name

Date: 7/19/2022

Title: Vice President

FEDERAL ID #: 92-0117797

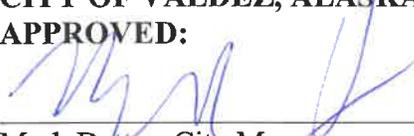
670 W Fireweed Ln #200
Mailing Address

Anchorage, AK 99503
City, State, Zip Code


Signature of Company Secretary or Attest

Date: 7/19/2022

CITY OF VALDEZ, ALASKA
APPROVED:


Mark Dettner, City Manager

Date: 7-22-22

ATTEST:


Sheri L. Pierce, MMC, City Clerk

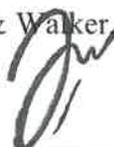
Date: 7/22/22

RECOMMENDED:

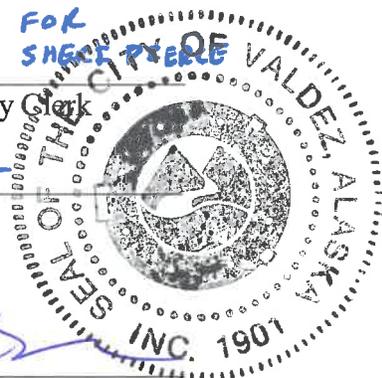

Nathan Duval, Capital Facilities Director

Date: 7-22-22

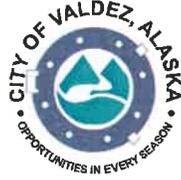
APPROVED AS TO FORM:
Brena, Bell & Walker, P.C.


Jon S. Wakeland

Date: 7/11/22



Agreement for Professional Services
Project: Valdez Library/Museum Control
And HVAC Upgrades
Project No. 22-350-1719
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Appendix A

Scope of Work

BASIC SERVICES

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

Mechanical and electrical engineering services for upgrades to the control and HVAC systems at the Valdez Library and Museum. Design includes replacement of the library basement air handlers.

The scope of work is more specifically described in the attached proposals dated July 1, 2022 which is incorporated herein by reference. Where any provisions of the attached proposal conflict with the provisions of the General Conditions under Appendix C, the latter shall govern this agreement.

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 \$46,627.00 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

July 1, 2022

City of Valdez
PO Box 307
Valdez, AK 99686

ATTENTION: Brad Sontag

Dear Brad,

REFERENCE: Valdez Library & Museum Control and HVAC Upgrades

RSA Engineering is pleased to offer a fee proposal for mechanical and electrical engineering services for the referenced project. We have based our scope of work on the following assumptions:

General:

- The project will consist of an upgrade to the control and HVAC systems as described in the concept report dated October 8, 2021.
- Deliverables: We will provide the following design submittals, 65% Design Development and 100% Bid Documents.
- Specifications will be prepared using CSI Master Format as part of a bound project manual.
- Site Visits: We have included a plan in hand site visit following the 65% Design Submittal.
- Bid phase services include preparation of addenda material and attendance at the prebid meeting by teleconference from Anchorage.
- In Office Construction phase services include submittal review, DCVR review/response, review of operation and maintenance manuals and preparation of record drawings based upon contractor generated redline mark-ups.
- On-site Construction phase services include one mechanical and one electrical inspection.

Mechanical:

- Mechanical design will include the following scope in the Library:
 - Replacement of the existing DDC system with a Distech BACnet DDC system connected to the city network.
 - The controls upgrade will include new variable air volume terminal units, sensors, control valves, and damper actuators for the existing air handling units. The upgrades will include relocating temperature sensor in the librarians' office and revising control so the supplemental heater will work in series with the baseboard heating based on a single room temperature sensor.
 - Replacement of the air handling units in the basement mechanical room.
 - Demolish abandoned in place air conditioning unit in the basement.
 - Demolition of the humidifier in basement that is no longer in use.
 - Control damper replacement.

- Mechanical design will include the following scope in the Museum:
 - Replacement of the packaged boiler control system in the boiler module with a Distech BACnet DDC system for control and monitoring of the existing boilers and pumps.
 - Replace existing DDC system in Museum with a Distech BACnet DDC system connected to the city network. The control upgrade will include new room sensors and control valves. The existing Liebert units will remain, and the new control system will include monitoring of the units' operations. This work will a bid alternate on plans as there is a design for a new Museum in progress.

Electrical:

- Electrical Design will include power distribution and telecom system modification to support the control and HVAC upgrades in the Library, Museum and Museum Boiler Module.
- Fire Alarm systems will be performance specified to be designed and installed by the successful bidding Fire Alarm contractor.

Exclusions:

- Travel delays are not included in our fee for site visits outside of Anchorage. Travel delays will be billed up to 8 hours per day of actual time including reimbursable expenses incurred.
- Commissioning services, LEED services, and cost estimation services are not included in our proposal.
- We have not included Hazardous Material surveys or design services. We will coordinate with the Owner Haz-mat consultant during design and incorporate their plans and specifications into our documents if required.
- We have not included structural design services; we will specify seismic restraint of new equipment to be provided as a deferred submittal by the contractor.
- We have excluded costs for permitting fees with the State Fire Marshall Office.

RSA proposes the following lump sum fee for this project:

<u>Project Deliverables</u>	<u>Mechanical</u>	<u>Electrical</u>	<u>Expenses</u>	<u>Total</u>
65% Design Development	\$9,460.00	\$5,160.00	\$0.00	\$14,620.00
Plan In Hand Site Visit	\$1,560.00	\$1,320.00	\$0.00	\$2,880.00
100% Construction Documents	\$7,900.00	\$3,820.00	\$1,538.00	\$13,258.00
Design Subtotal:	\$18,920.00	\$10,300.00	\$1,538.00	\$30,758.00
Bidding	\$1,000.00	\$520.00	\$0.00	\$1,520.00
In-Office C/A	\$6,910.00	\$3,100.00	\$0.00	\$10,010.00
Inspections	\$1,820.00	\$1,540.00	\$979.00	\$4,339.00
C/A Subtotal:	\$9,730.00	\$5,160.00	\$979.00	\$15,869.00
GRAND TOTALS:	\$28,650.00	\$15,460.00	\$2,517.00	\$46,627.00

July 1, 2022

Please review and advise if this proposal is acceptable by signing below and returning a copy to our office as our notice to proceed. We have attached a copy of our Standard Terms and Conditions to provide guidelines for contractual issues in the absence of a formal contract for this project. We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brian Pekar', with a long horizontal flourish extending to the right.

Brian Pekar, P.E.
Vice President, Principal Mechanical Engineer

bpp/hhm
22-0293/M1088
Attachment

Accepted for City of Valdez

RSA Engineering, Inc – Standard Terms and Conditions

This document is intended to provide guidelines for contractual issues in the absence of a contract supplied by our client.

Performance:

RSA Engineering, Inc., herein known as RSA and its employees will exercise the degree of skill and care expected by customarily accepted practices and procedures. No warranties, expressed or implied, are made with respect to RSA's performance, unless agreed in writing. RSA is not a guarantor of the project to which its services are directed, and responsibility is limited to work performed for the client. RSA is not responsible for acts and omissions of the client, nor for third parties not under its direct control. RSA shall not be liable for any reason for any special, indirect or consequential damages including loss of use and/or loss of profit. RSA may rely upon information supplied by the client engaging RSA and its contractors or its consultants without independent verifications.

Ownership of Documents:

Documents prepared under this agreement are Instruments of Service for the sole use and benefit of the Owner. RSA retains a property interest in the work products including rights to copy and reuse. RSA grants the Owner a perpetual and non-transferrable license to reproduce the Instruments of Service for their intended use, including the right to reproduce for construction, upkeep, operation and maintenance. RSA will incur no liability from the unauthorized use or modification of the Instruments of Service for other than their original purpose without RSA's written permission. RSA's signatures, professional seals and dates shall be removed from the Instruments of Service when these documents are used for other than their intended purposes.

Governing Law:

This contract shall be governed by the laws of the State of Alaska, and any lawsuits brought thereon shall be filed at the Judicial District Court in Anchorage, Alaska.

Insurance:

RSA maintains errors and omission insurance (claims made basis), commercial general liability insurance, automobile liability insurance and workers compensation and employer's liability insurance for employees performing work under this contract.

Indemnity:

RSA shall indemnify, defend and hold the client, agents and employees harmless from and against any and all claims, demands, suits, liability of any nature under this agreement resulting from negligent acts, errors or omissions of RSA, RSA's officers, agents, and subconsultants who are directly responsible to RSA. RSA is not required to indemnify, defend or hold harmless the client for a claim of, or liability for, independent negligent acts, errors, or omissions of the

client. If there is a claim of, or liability for, a joint negligent act, error or omission of RSA and the Client, the indemnification, defense and hold harmless obligation of this agreement shall be apportioned on a comparative fault basis.

Dispute Resolution:

Prior to initiating court action, RSA and the client shall in good faith seek to settle or resolve the controversy by submitting the matter to mediation in Anchorage, Alaska. Such notice shall be within the statutory time limit for commencing a legal action involving the controversy. The independent third-party Mediator will be selected by mutual consent of both Parties from a list of available members of the American Arbitration Association.

If the parties do not resolve a dispute through mediation, binding dispute resolution shall be through litigation in a court of competent jurisdiction in Anchorage, AK.

Proposals:

Proposals expire 90 days after submission to a client unless a different expiration limit is included in the proposal. RSA may withdraw or modify a proposal at any time prior to acceptance by the client.

Payments:

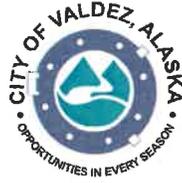
Payments for RSA Services shall be made after client's approval of RSA submission and invoice. Client shall review and approve each submission and invoice and shall pay the invoice amount within 30 days (or other agreed upon timetable) of approval. If the owner does not approve a submission, it shall be returned to RSA for revision.

Invoicing:

RSA will invoice on a monthly basis. All invoices shall be due and payable upon receipt. Interest charges of 1.5% per month may be assessed for unpaid balances beyond 120 days past due unless other arrangements are made. In the event billing is on a pay when paid basis, RSA and the client agree to six months past due prior to assessing interest charges unless other arrangements are made. It is agreed that in the event of failure of the client to make payments in compliance with this agreement, RSA, at its option, may terminate all services in connection with this agreement.

Termination:

This contract may be terminated by either party upon 30 days written notice, should the other party fail to substantially perform in accordance with the terms and conditions herein. In the event of termination, the consultant shall be paid compensation for services actually performed and for reimbursable expenses actually incurred. RSA reserves the right to complete analysis and records as are necessary to put files in order, and were considered by us necessary to protect our professional reputation.



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.

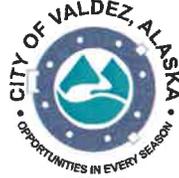
Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

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

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

V. Payments:

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

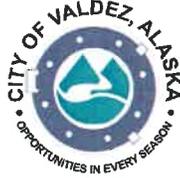
Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

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

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

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

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

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

VI. Changes:

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

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

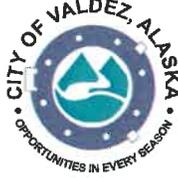
VII. Audits and Records:

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

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

VIII. Inspections:

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



IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) day's written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

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

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

X. Officials Not to Benefit:

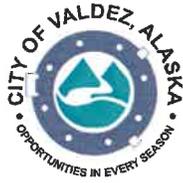
No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person,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

XI. Independent Consultant:

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

XII. Ownership of Work Products:

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Contract No. 1951
Cost Code: 350-0310-55000.1719



Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

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

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

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

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

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

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

XIV. Claims and Disputes:

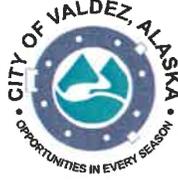
If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the consultant shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall within the next fourteen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



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

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

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



the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.

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

XV. Extent of Agreement:

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

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

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

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

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

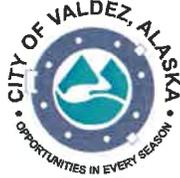
The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require payment of such taxes by any Subconsultant or any other persons in the performance of this Agreement.

XVI. Governing Laws:

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

XVII. Minimum Wages:

Agreement for Professional Services
Project: Valdez Library/Museum Control
And HVAC Upgrades
Project No. 22-350-1719
Contract No. 1951
Cost Code: 350-0310-55000.1719



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

**City of Valdez
Contract Release Page 1 of 2**

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

**Project: Valdez Library/Museum Control and HVAC Upgrades
Project Number: 22-350-1719 Contract Number: 1951**

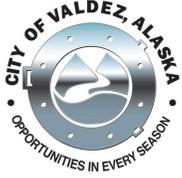
The undersigned hereby acknowledges receipt of the amount of \$_____ as full and final payment in consideration for all services, materials and labors rendered in connection with the Contract.

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

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

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

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



Legislation Text

File #: 22-0419, **Version:** 1

ITEM TITLE:

Procurement Report: Professional Services Agreement with RSA Engineering, Inc. in the Amount of \$61,038.00

SUBMITTED BY: Brad Sontag, Capital Facilities Project Manger

FISCAL NOTES:

Expenditure Required: \$61,038.00
Unencumbered Balance: \$400,000.00
Funding Source: 350-0310-55000.1719

RECOMMENDATION:

Receive and File

SUMMARY STATEMENT:

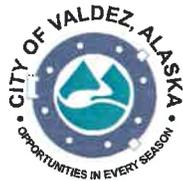
RSA Engineering, Inc. will provide all engineering and support services necessary to provide the City of Valdez:

Mechanical and electrical engineering services for upgrades to the control and HVAC systems at the Valdez Senior Center and Civic Center.

The scope of work is more specifically described in the attached proposals dated July 1, 2022.

Due to the long lead time of the air handler materials for Library\Museum control and HVAC project this project will be designed and bid separately. This will allow the city to get an earlier start and finish on this project.

This report is filed per City Procurement Code 2.80.040



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and RSA Engineering, Inc. (“Consultant”) is effective on the 22nd day of July, 2022.

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

**Project: Valdez Senior Center/Civic Center Control and HVAC Upgrades
Project No: 22-350-1719
Contract No.: 1950
Cost Code: 350-0301-55000.1719**

Consultant’s project manager under this agreement is Brian 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

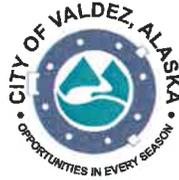
2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

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 145 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: Valdez Senior Center/Civic Center
Control and HVAC Upgrades
Project No. 22-350-1719
Contract No. 1950
Cost Code: 350-0301-55000.1719



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

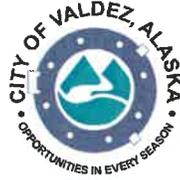
*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

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: Valdez Senior Center/Civic Center
Control and HVAC Upgrades
Project No. 22-350-1719
Contract No. 1950
Cost Code: 350-0301-55000.1719



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.


Authorized Signature

BRIAN PEKAR
Printed name

Date: 7/19/2022

Title: Vice President

FEDERAL ID #: 92-0117797

670 W Fireweed Ln # 200
Mailing Address

Anchorage, AK 99503
City, State, Zip Code


Signature of Company Secretary or Attest

Date: 7/19/2022

**CITY OF VALDEZ, ALASKA
APPROVED:**


Mark Dettler, City Manager

Date: 7-22-22

ATTEST:


Sheri L. Pierce, MMC, City Clerk

Date: 7-22-22



RECOMMENDED:


Nathan Duval, Capital Facilities Director

Date: 7-22-22

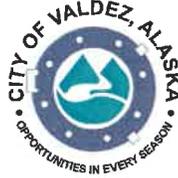
APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.


Jon S. Wakeland

Date: 7/11/22

Agreement for Professional Services
Project: Valdez Senior Center/Civic Center
Control and HVAC Upgrades
Project No. 22-350-1719
Contract No. 1950
Cost Code: 350-0301-55000.1719



Appendix A Scope of Work

BASIC SERVICES

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

Mechanical and electrical engineering services for upgrades to the control and HVAC systems at the Valdez Senior Center and Civic Center.

The scope of work is more specifically described in the attached proposals dated July 1, 2022 which is incorporated herein by reference. Where any provisions of the attached proposal conflict with the provisions of the General Conditions under Appendix C, the latter shall govern this agreement.

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 \$61,038.00 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

July 1, 2022

City of Valdez
PO Box 307
Valdez, AK 99686

ATTENTION: Brad Sontag

Dear Brad,

REFERENCE: Valdez Senior Control and HVAC Upgrades

RSA Engineering is pleased to offer a fee proposal for mechanical and electrical engineering services for the referenced project. We have based our scope of work on the following assumptions:

General:

- The project will consist of an upgrade to the control and HVAC systems as described in the concept report dated October 8, 2021.
- Deliverables: We will provide the following design submittals, 65% Design Development and 100% Bid Documents.
- Specifications will be prepared using CSI Master Format as part of a bound project manual.
- Site Visits: We have included a plan in hand site visit to be completed following the 65% Design Submittal. We have not included travel costs for this trip, we assumed this trip will be performed on same trip as Library/Museum HVAC upgrades site visit. Travel costs for the site visit are included with our Library/Museum HVAC upgrades fee.
- Bid phase services include preparation of addenda material and attendance at the prebid meeting by teleconference from Anchorage.
- In Office Construction phase services include submittal review, DCVR review/response, review of operation and maintenance manuals and preparation of record drawings based upon contractor generated redline mark-ups.
- On-site Construction phase services include one mechanical and one electrical inspection.

Mechanical:

- Mechanical design will include the following:
 - Replacement of the existing DDC system with a Distech BACnet DDC system connected to the city network.
 - Addition of fin tube heating for offices adjacent to dining room with piping in crawlspace to boiler room.
 - Revise boiler room combustion air and cooling system to comply with current building codes.
 - Refurbish Dining Room AHU with new motors, belts, bearings.
 - Revise ventilation system for the kitchen and adjacent breezeway. Existing systems are difficult to control and create pressure issues. Upgrades would include a new hydronic unit heater for the breezeway. These upgrades do not include kitchen hood replacement or upgrades, we understand the existing kitchen hood will remain as currently configured.

- Replacement of the Resident Atrium Area Heating/Ventilation units with surface mounted cabinet unit heaters. The existing units on each end of the atrium are not on DDC control and are very difficult to access for service so they cannot be replaced in the same location.
- The controls in the resident rooms will remain unchanged. The resident rooms have local electric thermostats controlling perimeter baseboard heating. There were no reported issues with the existing controls in the resident rooms, they will not be replaced as part of the project.

Electrical:

- Electrical Design will include power distribution and telecom system modification to support the control and HVAC upgrades.
- Fire Alarm systems will be performance specified to be designed and installed by the successful bidding Fire Alarm contractor.

Exclusions:

- Travel delays are not included in our fee for site visits outside of Anchorage. Travel delays will be billed up to 8 hours per day of actual time including reimbursable expenses incurred.
- Commissioning services, LEED services, and cost estimation services are not included in our proposal.
- We have not included Hazardous Material surveys or design services. We will coordinate with the Owner Haz-mat consultant during design and incorporate their plans and specifications into our documents if required.
- We have not included structural design services; we will specify seismic restraint of new equipment to be provided as a deferred submittal by the contractor.
- We have excluded costs for permitting fees with the State Fire Marshall Office.

RSA proposes the following lump sum fee for this project:

<u>Project Deliverables</u>	<u>Mechanical</u>	<u>Electrical</u>	<u>Expenses</u>	<u>Total</u>
65% Design Development	\$7,720.00	\$3,540.00	\$0.00	\$11,260.00
100% Construction Documents	\$7,000.00	\$3,300.00	\$0.00	\$10,300.00
	0	\$0.00	\$0.00	\$0.00
Design Subtotal:	\$14,720.00	\$6,840.00	\$0.00	\$21,560.00
Bidding	\$740.00	\$370.00	\$0.00	\$1,110.00
In-Office C/A	\$5,250.00	\$2,360.00	\$0.00	\$7,610.00
Inspections	\$1,820.00	\$1,540.00	\$979.00	\$4,339.00
C/A Subtotal:	\$7,810.00	\$4,270.00	\$979.00	\$13,059.00
GRAND TOTALS:	\$22,530.00	\$11,110.00	\$979.00	\$34,619.00

July 1, 2022

Please review and advise if this proposal is acceptable by signing below and returning a copy to our office as our notice to proceed. We have attached a copy of our Standard Terms and Conditions to provide guidelines for contractual issues in the absence of a formal contract for this project. We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brian Pekar', with a long horizontal flourish extending to the right.

Brian Pekar, P.E.
Vice President, Principal Mechanical Engineer

bpp/hhm
22-0294/M1088
Attachment

Accepted for City of Valdez

RSA Engineering, Inc – Standard Terms and Conditions

This document is intended to provide guidelines for contractual issues in the absence of a contract supplied by our client.

Performance:

RSA Engineering, Inc., herein known as RSA and its employees will exercise the degree of skill and care expected by customarily accepted practices and procedures. No warranties, expressed or implied, are made with respect to RSA's performance, unless agreed in writing. RSA is not a guarantor of the project to which its services are directed, and responsibility is limited to work performed for the client. RSA is not responsible for acts and omissions of the client, nor for third parties not under its direct control. RSA shall not be liable for any reason for any special, indirect or consequential damages including loss of use and/or loss of profit. RSA may rely upon information supplied by the client engaging RSA and its contractors or its consultants without independent verifications.

Ownership of Documents:

Documents prepared under this agreement are Instruments of Service for the sole use and benefit of the Owner. RSA retains a property interest in the work products including rights to copy and reuse. RSA grants the Owner a perpetual and non-transferrable license to reproduce the Instruments of Service for their intended use, including the right to reproduce for construction, upkeep, operation and maintenance. RSA will incur no liability from the unauthorized use or modification of the Instruments of Service for other than their original purpose without RSA's written permission. RSA's signatures, professional seals and dates shall be removed from the Instruments of Service when these documents are used for other than their intended purposes.

Governing Law:

This contract shall be governed by the laws of the State of Alaska, and any lawsuits brought thereon shall be filed at the Judicial District Court in Anchorage, Alaska.

Insurance:

RSA maintains errors and omission insurance (claims made basis), commercial general liability insurance, automobile liability insurance and workers compensation and employer's liability insurance for employees performing work under this contract.

Indemnity:

RSA shall indemnify, defend and hold the client, agents and employees harmless from and against any and all claims, demands, suits, liability of any nature under this agreement resulting from negligent acts, errors or omissions of RSA, RSA's officers, agents, and subconsultants who are directly responsible to RSA. RSA is not required to indemnify, defend or hold harmless the client for a claim of, or liability for, independent negligent acts, errors, or omissions of the

client. If there is a claim of, or liability for, a joint negligent act, error or omission of RSA and the Client, the indemnification, defense and hold harmless obligation of this agreement shall be apportioned on a comparative fault basis.

Dispute Resolution:

Prior to initiating court action, RSA and the client shall in good faith seek to settle or resolve the controversy by submitting the matter to mediation in Anchorage, Alaska. Such notice shall be within the statutory time limit for commencing a legal action involving the controversy. The independent third-party Mediator will be selected by mutual consent of both Parties from a list of available members of the American Arbitration Association.

If the parties do not resolve a dispute through mediation, binding dispute resolution shall be through litigation in a court of competent jurisdiction in Anchorage, AK.

Proposals:

Proposals expire 90 days after submission to a client unless a different expiration limit is included in the proposal. RSA may withdraw or modify a proposal at any time prior to acceptance by the client.

Payments:

Payments for RSA Services shall be made after client's approval of RSA submission and invoice. Client shall review and approve each submission and invoice and shall pay the invoice amount within 30 days (or other agreed upon timetable) of approval. If the owner does not approve a submission, it shall be returned to RSA for revision.

Invoicing:

RSA will invoice on a monthly basis. All invoices shall be due and payable upon receipt. Interest charges of 1.5% per month may be assessed for unpaid balances beyond 120 days past due unless other arrangements are made. In the event billing is on a pay when paid basis, RSA and the client agree to six months past due prior to assessing interest charges unless other arrangements are made. It is agreed that in the event of failure of the client to make payments in compliance with this agreement, RSA, at its option, may terminate all services in connection with this agreement.

Termination:

This contract may be terminated by either party upon 30 days written notice, should the other party fail to substantially perform in accordance with the terms and conditions herein. In the event of termination, the consultant shall be paid compensation for services actually performed and for reimbursable expenses actually incurred. RSA reserves the right to complete analysis and records as are necessary to put files in order, and were considered by us necessary to protect our professional reputation.

July 1, 2022

City of Valdez
PO Box 307
Valdez, AK 99686

ATTENTION: Brad Sontag

Dear Brad,

REFERENCE: Valdez Civic Center Control and HVAC Upgrades

RSA Engineering is pleased to offer a fee proposal for mechanical and electrical engineering services for the referenced project. We have based our scope of work on the following assumptions:

General:

- The project will consist of an upgrade to the control and HVAC systems as described in the concept report dated October 8, 2021.
- Deliverables: We will provide the following design submittals, 65% Design Development and 100% Bid Documents.
- Specifications will be prepared using CSI Master Format as part of a bound project manual.
- Site Visits: We have included a plan in hand site visit to be completed following the 65% Design Submittal. We have not included travel costs for this trip, we assumed this trip will be performed on the same trip as Library/Museum HVAC upgrades site visit. Travel costs for the site visit are included with our Library/Museum HVAC upgrades fee.
- Bid phase services include preparation of addenda material and attendance at the prebid meeting by teleconference from Anchorage.
- In Office Construction phase services include submittal review, DCVR review/response, review of operation and maintenance manuals and preparation of record drawings based upon contractor generated redline mark-ups.
- On-site Construction phase services include one mechanical and one electrical inspection.

Mechanical:

- Mechanical design will include the following:
 - Replacement of the existing DDC system with a Distech BACnet DDC system connected to the city network for remote monitoring. The controls upgrade will include new sensors, control valves, and damper actuators for the existing air handling units. The upgrades will include revisions to the relief air ductwork above the conference room. The upgrades will also include re-piping the heating piping for the AHU above the janitor closet. The piping will be re-routed to improve service accessibility.
 - Replacement of motors, belts, and sheaves on existing air handling units with premium efficient motors and VFDs for fan speed control.
 - Control damper replacement.

Electrical:

- Electrical Design will include power distribution and telecom system modification to support the control and HVAC upgrades.
- Fire Alarm systems will be performance specified to be designed and installed by the successful bidding Fire Alarm contractor.

Exclusions:

- Travel delays are not included in our fee for site visits outside of Anchorage. Travel delays will be billed up to 8 hours per day of actual time including reimbursable expenses incurred.
- Commissioning services, LEED services, and cost estimation services are not included in our proposal.
- We have not included Hazardous Material surveys or design services. We will coordinate with the Owner Haz-mat consultant during design and incorporate their plans and specifications into our documents if required.
- We have not included structural design services; we will specify seismic restraint of new equipment to be provided as a deferred submittal by the contractor.
- We have excluded costs for permitting fees with the State Fire Marshall Office.

RSA proposes the following lump sum fee for this project:

<u>Project Deliverables</u>	<u>Mechanical</u>	<u>Electrical</u>	<u>Expenses</u>	<u>Total</u>
65% Design Development	\$4,740.00	\$3,320.00	\$0.00	\$8,060.00
100% Construction Documents	\$4,420.00	\$2,640.00	\$0.00	\$7,060.00
Design Subtotal:	\$9,160.00	\$5,960.00	\$0.00	\$15,120.00
Bidding	\$520.00	\$220.00	\$0.00	\$740.00
In-Office C/A	\$4,460.00	\$1,760.00	\$0.00	\$6,220.00
Inspections	\$1,820.00	\$1,540.00	\$979.00	\$4,339.00
C/A Subtotal:	\$6,800.00	\$3,520.00	\$979.00	\$11,299.00
GRAND TOTALS:	\$15,960.00	\$9,480.00	\$979.00	\$26,419.00

Please review and advise if this proposal is acceptable by signing below and returning a copy to our office as our notice to proceed. We have attached a copy of our Standard Terms and Conditions to provide guidelines for contractual issues in the absence of a formal contract for this project. We look forward to working with you on this project.

Sincerely,



Brian Pekar, P.E.
Vice President, Principal Mechanical Engineer

bpp/hhm
22-0291/M1088
Attachment

Accepted for City of Valdez

RSA Engineering, Inc – Standard Terms and Conditions

This document is intended to provide guidelines for contractual issues in the absence of a contract supplied by our client.

Performance:

RSA Engineering, Inc., herein known as RSA and its employees will exercise the degree of skill and care expected by customarily accepted practices and procedures. No warranties, expressed or implied, are made with respect to RSA's performance, unless agreed in writing. RSA is not a guarantor of the project to which its services are directed, and responsibility is limited to work performed for the client. RSA is not responsible for acts and omissions of the client, nor for third parties not under its direct control. RSA shall not be liable for any reason for any special, indirect or consequential damages including loss of use and/or loss of profit. RSA may rely upon information supplied by the client engaging RSA and its contractors or its consultants without independent verifications.

Ownership of Documents:

Documents prepared under this agreement are Instruments of Service for the sole use and benefit of the Owner. RSA retains a property interest in the work products including rights to copy and reuse. RSA grants the Owner a perpetual and non-transferrable license to reproduce the Instruments of Service for their intended use, including the right to reproduce for construction, upkeep, operation and maintenance. RSA will incur no liability from the unauthorized use or modification of the Instruments of Service for other than their original purpose without RSA's written permission. RSA's signatures, professional seals and dates shall be removed from the Instruments of Service when these documents are used for other than their intended purposes.

Governing Law:

This contract shall be governed by the laws of the State of Alaska, and any lawsuits brought thereon shall be filed at the Judicial District Court in Anchorage, Alaska.

Insurance:

RSA maintains errors and omission insurance (claims made basis), commercial general liability insurance, automobile liability insurance and workers compensation and employer's liability insurance for employees performing work under this contract.

Indemnity:

RSA shall indemnify, defend and hold the client, agents and employees harmless from and against any and all claims, demands, suits, liability of any nature under this agreement resulting from negligent acts, errors or omissions of RSA, RSA's officers, agents, and subconsultants who are directly responsible to RSA. RSA is not required to indemnify, defend or hold harmless the client for a claim of, or liability for, independent negligent acts, errors, or omissions of the

client. If there is a claim of, or liability for, a joint negligent act, error or omission of RSA and the Client, the indemnification, defense and hold harmless obligation of this agreement shall be apportioned on a comparative fault basis.

Dispute Resolution:

Prior to initiating court action, RSA and the client shall in good faith seek to settle or resolve the controversy by submitting the matter to mediation in Anchorage, Alaska. Such notice shall be within the statutory time limit for commencing a legal action involving the controversy. The independent third-party Mediator will be selected by mutual consent of both Parties from a list of available members of the American Arbitration Association.

If the parties do not resolve a dispute through mediation, binding dispute resolution shall be through litigation in a court of competent jurisdiction in Anchorage, AK.

Proposals:

Proposals expire 90 days after submission to a client unless a different expiration limit is included in the proposal. RSA may withdraw or modify a proposal at any time prior to acceptance by the client.

Payments:

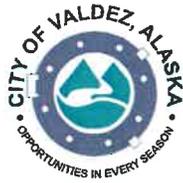
Payments for RSA Services shall be made after client's approval of RSA submission and invoice. Client shall review and approve each submission and invoice and shall pay the invoice amount within 30 days (or other agreed upon timetable) of approval. If the owner does not approve a submission, it shall be returned to RSA for revision.

Invoicing:

RSA will invoice on a monthly basis. All invoices shall be due and payable upon receipt. Interest charges of 1.5% per month may be assessed for unpaid balances beyond 120 days past due unless other arrangements are made. In the event billing is on a pay when paid basis, RSA and the client agree to six months past due prior to assessing interest charges unless other arrangements are made. It is agreed that in the event of failure of the client to make payments in compliance with this agreement, RSA, at its option, may terminate all services in connection with this agreement.

Termination:

This contract may be terminated by either party upon 30 days written notice, should the other party fail to substantially perform in accordance with the terms and conditions herein. In the event of termination, the consultant shall be paid compensation for services actually performed and for reimbursable expenses actually incurred. RSA reserves the right to complete analysis and records as are necessary to put files in order, and were considered by us necessary to protect our professional reputation.



Appendix C General Conditions

I. Definitions:

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

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

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

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

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

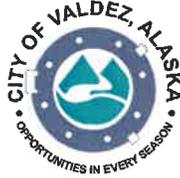
Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

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

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

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

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



II. Information and Services from Others:

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

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

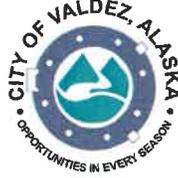
III. Indemnification

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

IV. Insurance:

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

Agreement for Professional Services
Project: Valdez Senior Center/Civic Center
Control and HVAC Upgrades
Project No. 22-350-1719
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Cost Code: 350-0301-55000.1719



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.

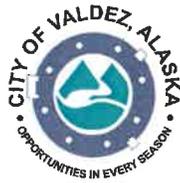
All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on "time and expenses" basis which invoiced amounts shall not exceed the actual charges to the invoice date.

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.

Agreement for Professional Services
Project: Valdez Senior Center/Civic Center
Control and HVAC Upgrades
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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.

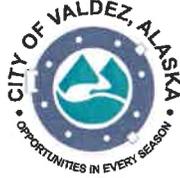
VIII. Inspections:

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 fault of the party initiating the termination (default termination). If the City terminates this

Agreement for Professional Services
Project: Valdez Senior Center/Civic Center
Control and HVAC Upgrades
Project No. 22-350-1719
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Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

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

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

X. Officials Not to Benefit:

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

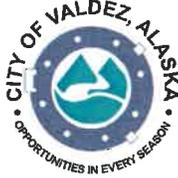
XI. Independent Consultant:

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

XII. Ownership of Work Products:

Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own

Agreement for Professional Services
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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.

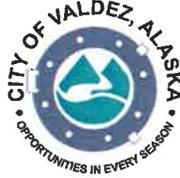
The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which subcontract amount exceeds \$40,000.

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

Agreement for Professional Services
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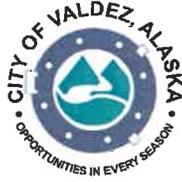


to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event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

Agreement for Professional Services
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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.

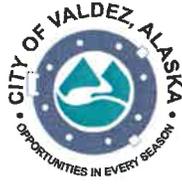
XVI. Governing Laws:

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.

Agreement for Professional Services
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**City of Valdez
Contract Release Page 1 of 2**

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

**Project: Valdez Senior Center/Civic Center Control and HVAC Upgrades
Project Number: 22-350-1719 Contract Number: 1950**

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

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

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

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

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



Legislation Text

File #: 22-0420, **Version:** 1

ITEM TITLE:

Change Order Report: Change Order #1 with Harris Sand & Gravel, Inc. for VCT Transfer Ramp Repairs project.

SUBMITTED BY: Brad Sontag, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$39,893.00

Unencumbered Balance: \$270,000.00

Funding Source: 350-0310-55000.2021

RECOMMENDATION:

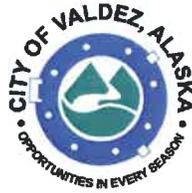
Receive and File

SUMMARY STATEMENT:

The contract sum was increased by \$39,893.00 for additional work to re-tension the east end transfer ramp.

Justification: Due to unknown site conditions, re-tensioning of the (4) east ramp dead man cables that tie-back the back wall beam is needed. During the initial de-tensioning of the bridge strands approximately 1" of movement of the back wall occurred creating a gap between the bearing nut and bearing surface. The gaps will be filled with fabricated spacers and welded in place. This extra work was not in the original project scope.

This report is filed per City Procurement Code 2.80.050



**CHANGE ORDER
CITY OF VALDEZ**

TO: Harris Sand & Gravel Inc.

DATE ISSUED July 7, 2022

CHANGE ORDER NO. 1

COST CODE NO. 350-0310-55000.2021

PROJECT NO. 20-350-2021

PROJECT: VCT Transfer Ramp Repairs

CONTRACT NO. 1755

Distribute to

Engineering

Owner

Contractor

Other

X

You are directed to make the changes in this CONTRACT as follows: The contract sum is to be increased by \$39,893.00 for additional work to re-tension the east end transfer ramp.

Justification: Due to unknown site conditions, re-tensioning of the (4) east ramp deadman cables that tie-back the back wall beam is needed. During the initial de-tensioning of the bridge strands approximately 1" of movement of the back wall occurred creating a gap between the bearing nut and bearing surface. The gaps will be filled with fabricated spacers and welded in place. This extra work was not in the original project scope.

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

The original CONTRACT sum was.....	\$	980,000.00
Change by previously authorized Change Order(s).....	\$	0.00
The CONTRACT sum prior to this Change Order was.....	\$	980,000.00
The CONTRACT sum will be increased by this Change Order.....	\$	39,893.00
New CONTRACT sum including this Change Order will be.....	\$	1,019,893.00

CONTRACT time will be *increased* by 122 days. The date of Substantial Completion as of the date of this Change Order therefore is August 1, 2022.

Harris Sand & Gravel, Inc.

By: *Ben Garis*

Date: 7/8/22

CORPORATE SEAL

Attest: *[Signature]*
Corporate Secretary

AUTHORIZED BY:

CITY OF VALDEZ
(Nathan Duval)

By: *Mark Detter* for
Mark Detter, City Manager

Date: 7-11-22

RECOMMENDED

By: *Nathan Duval*
Nathan Duval, Director of Capital Facilities

Date: 7-11-22

Brad Sontag

From: Bill Harris <bharris@harrissandg.com>
Sent: Thursday, July 7, 2022 1:28 PM
To: Corey Roche; Logan Imlach; Brad Sontag; joe@luciaeng.com; rick@posttensioningsolutions.com; Paul Downing
Cc: Chip Courtright; Nathan Duval
Subject: RE: VCT Transfer Bridge - Request for Price Quote

Hello All,

HS&G would like to reduce our portion of the labor quoted on Option B by \$2,000. This would bring the adjusted total for Option B to \$39,893.00. Please let us know if you need anything in addition.

Thanks,

Bill Harris

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

907-835-4756 – Office
907-835-2049 - Fax
907-831-0287 - Cell

From: [Bill Harris](#)
Sent: Thursday, July 7, 2022 5:53 AM
To: [Corey Roche](#); [Logan Imlach](#); [BSontag@ValdezAK.Gov](#); [joe@luciaeng.com](#); [rick@posttensioningsolutions.com](#); [Paul Downing](#)
Cc: [Chip Courtright](#); [Nathan Duval](#)
Subject: RE: VCT Transfer Bridge - Request for Price Quote

Hi Corey,

Per your request we have come up with the following for the re-tensioning of the East side Deadman cables at the VCT Transfer Bridge. Option A would be to work from the Manhole. Option B would be to work from the Abutment where there is more room. Attached is the breakdown from Post Tensioning for each option also.

Post Tensioning Costs Option A			\$33,473
HS&G Costs Option			
A	Labor	\$18,000	
	Materials and Equipment		\$3,000
	Total for Option		
A		\$54,473.00	
Post Tensioning Costs Option B			\$25,393
HS&G Costs Option B	Labor		\$13,500

Equipment	Material and	<u>\$3000.00</u>
B	Total for Option	\$41,893.00

Please advise if you need additional information.

Thanks,

Bill Harris

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

907-835-4756 – Office
907-835-2049 - Fax
907-831-0287 - Cell

From: [Corey Roche](#)
Sent: Sunday, July 3, 2022 4:44 PM
To: [Logan Imlach](#); BSontag@ValdezAK.Gov; [Bill Harris](#); joe@luciaeng.com; rick@posttensioningsolutions.com; [Paul Downing](#)
Cc: [Chip Courtright](#)
Subject: VCT Transfer Bridge - Request for Price Quote

Bill/Joe,

As discussed onsite, please develop a price quote and brief execution plan for re-tensioning the (4) east ramp deadman cables that tie-back the backwall beam. During the initial de-tensioning of the bridge strands approximately 1" of movement of the backwall occurred creating a gap between the bearing nut and bearing surface (see below picture). This gap has since closed when we pushed the bridge seaward for fender replacement.

This email is informal and is an attempt to keep the ball moving over the holiday. This email should not be considered NTP or otherwise. Brad will provide official paperwork and approvals for moving forward.

See attached as-built drawing for reference. Target Preload in each cable is to match original, 20 kips.

Regards,



Corey Roche, P.E. S.E | Senior Engineer
P|N|D Engineers, Inc.
1506 W. 36th Avenue Anchorage, AK 99503
p. 907.561.1011 f. 907.563.4220 c. 907.229.7106
croche@pndengineers.com | www.pndengineers.com



Legislation Text

File #: 22-0421, **Version:** 1

ITEM TITLE:

Monthly Treasury Report; June, 2022

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: na

Unencumbered Balance: na

Funding Source: na

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Monthly treasury per Municipal Code

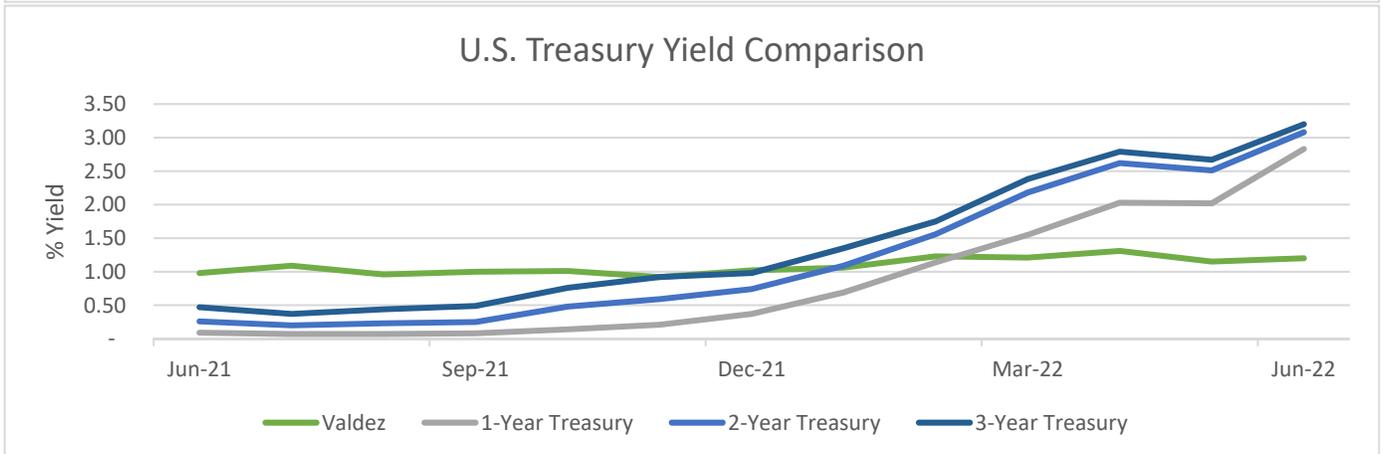


Monthly Treasury Report

Period Ending: June 30, 2022

Prepared By: Jordan Nelson, Finance Director

		Begin Balance	Debits	Credits	End Balance	Yield	<i>Notes</i>
Central Treasury		101,041,788	109,224,099	(74,180,030)	136,085,857	1.18%	
Central Treasury	Wells Fargo	78,389,303	-	(9,173,172)	69,216,131	1.41%	
Money Market	Wells Fargo	21,251,922	50,105,740	(6,050,000)	65,307,662	0.97%	
Checking	Wells Fargo	1,408,753	57,609,008	(57,449,673)	1,568,087	0.00%	
Payroll	Wells Fargo	(8,191)	1,509,352	(1,507,184)	(6,023)	0.00%	
Restricted		5,458,843	18,191	-	5,477,034	1.65%	
Debt Service	Wells Fargo	5,454,149	18,190	-	5,472,340	1.65%	
Police	Wells Fargo	4,693	1	-	4,694	0.00%	
Total		106,500,630	109,242,290	(74,180,030)	141,562,890	1.20%	





Legislation Text

File #: 22-0422, **Version:** 1

ITEM TITLE:

Report: DNR Public Comment Period Application for Cooperative Resource Management Agreement for Mineral Creek Trails on State of Alaska Lands

SUBMITTED BY: Paul Nylund - Senior Planner/GIS Technician

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

The AK Department of Natural Resources (DNR) is currently accepting comments regarding the application for a Cooperative Resource Management Agreement (CRMA) that was submitted on behalf of the City of Valdez on April 12, 2022. The aim of this agreement is for the City of Valdez to receive formal authorization to continue to manage the trails on State land that are maintained by the Parks and Recreation Department in the same manner that they have been since 2002. No changes to the management of the trails are planned in association with this agreement.

The City of Valdez did receive permission from the DNR in 2002 before passing Ordinance No. 02-21, which designated certain trails and areas as non-motorized, but upon recent scrutiny the DNR decided that permission was not granted through the proper channels or with the proper public input (see attached report to council 4.5.2022).

Public Comment on this application is open now until August 16th, 2022. Comments can be sent to Evan Dodd at evan.dodd@alaska.gov up until the comment deadline date above.



AGENCY REVIEW
ADL 234033
City of Valdez

July 14, 2022

Subject to AS 38.05.027, the Southcentral Regional Land Office has received an application for the following:

APPLICANT: City of Valdez

PROJECT NAME: ADL 234033

GEOGRAPHIC LOCATION: Valdez, AK

LEGAL DESCRIPTION: Section 30, Township 8 South, Range 6 West, Seward Meridian.

REQUESTED ACTIVITY: The City of Valdez is requesting a Cooperative Resource Management Agreement (CRMA) to authorize management of 80 acres of state lands in the vicinity of Mineral Creek. Specifically, the City seeks to restrict motorized use of the lands and manage for public recreation consistent with Valdez Municipal Code 12.08. The primary purpose of the request is to ensure public safety along the Mineral Creek Trails, serialized as ADL 224602, which are used year-round for skiing, hiking, and biking. No new development is proposed; however the application identifies infrastructure currently installed within the project area including informational signage and locking gates in locations where the trails intersect with the Department of Transportation & Public Facilities managed right-of-way associated with Mineral Creek Road. The authorization, if approved, may differ from that described herein.

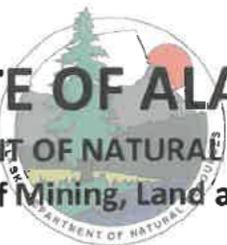
REQUESTED TERM: 55 years

DEADLINE FOR COMMENTS: On or by Tuesday, August 16, 2022.

You are invited to review the enclosed application materials. Please direct any questions or comments you may have to Evan Dodd, evan.dodd@alaska.gov, or the above address by the comment deadline. You need not respond if you do not have any comments. The purpose of this notice is to gather input before a decision is made on this activity.

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

Evan Dodd
Natural Resource Specialist 3
(907) 269.7480



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

Land Conveyance Section
 550 W. 7th Ave, Suite 640
 Anchorage, AK 99501-3576
 (907) 269-8594

Northern Region
 3700 Airport Way
 Fairbanks, AK 99709-4699
 (907) 451-2740
nro.lands@alaska.gov

Southcentral Region
 550 W. 7th Ave, Suite 900C
 Anchorage, AK 99501-3577
 (907) 269-8503
dnr.pic@alaska.gov

Southeast Region
 P. O. Box 111020
 Juneau, AK 99811-1020
 (907) 465-3400
sero@alaska.gov

Statewide TTY – 771 for Alaska Relay or 1-800-770-8973

APPLICATION FOR PURCHASE OR LEASE OF STATE LAND

ADL # (assigned by ADNRR) _____

Date: 4.12.22

Applicant's Name Mark Detter (CM), Paul Nylund (Planner) Doing business as City Of Valdez

Mailing Address PO Box 307

City/State/Zip Valdez, AK 99686 Email [REDACTED]

Message Phone [REDACTED] Work Phone [REDACTED] Date of Birth _____

Is applicant a corporation qualified to do business in Alaska Yes No. Is the corporation in good standing with the State of Alaska Department of Commerce and Economic Development? Yes No.

Is applicant 18 years or older? Yes No. Are you applying for a lease or sale?

What kind of lease or sale are you applying for? Tideland; Public/Charitable Use; Grazing; Millsite;
 Negotiated; Competitive; Non-Competitive; Preference Right

If a lease, how many years are you applying for? 55 years. (55 years Max.)

Legal Description: Lot(s) _____ Block/Tract # _____ Survey/Subdivision _____

Other: SW 1/4 OF THE SE 1/4

Meridian COPPER RIVER Township 8S, Range 6W, Section(s) 30 Acres ~80

Municipality VALDEZ LORAN Reading (optional) _____

Geographic Location: 146° 22' 2.56"W 61° 8' 44"N

What is the proposed use of and activity on the state land?

Hiking/Skiing/Biking trails

Are there any improvements on the land now? Yes No. If yes, who owns the improvements, and what is the estimated value? City of Valdez - ~\$10,000

If yes, describe any improvements on the land. 3 Steel Gates and associated sinage

ADL # _____

Are there any improvements or construction planned? Yes No. If yes, describe them and their estimated value.

State the proposed construction date: _____; estimated completion date*: _____

Name and address of adjacent land owners and, if you are applying for tidelands, the name and address of the adjacent upland owners: See attached list

Are you currently in default on, or in violation of, any purchase contract, lease, permit or other authorization issued by the department under 11 AAC? Yes No. Within the past three years, has the department foreclosed or terminated any purchase contract, lease, permit or other authorization issued to you? Yes No.

Non-refundable application fee: See current Director's Order for applicable fees.

(Fee may be waived under 11 AAC 05.020.)

Is the land applied for subject to any existing leases or permits? Yes No. If yes, lease or permit?

Name lease/permit is issued under: City of Valdez ADL # 224602

Do you think you qualify for a non-competitive lease or sale? Yes No. If yes, under what provision of AS 38.05?

- AS 38.05.035(b)(2) (to correct an error or omission);
- AS 38.05.035(b)(3) (owner of bona fide improvements);
- AS 38.05.035 (b)(5) (occupied, or are the heir of someone who occupied the land before statehood);
- AS 38.05.035 (b)(7) (adjacent owner of remnant of state land, not adjoining other state land);
- AS 38.05.068 and .087 (U.S. Forest Service Permittee);
- AS 38.05.075(c) (upland owner or lessee);
- AS 38.05.035(f) (previous federal and state authorization, erected a building and used the land for business purposes);
- AS 38.05.102 (current long-term lessee or current shore fishery lessee);
- AS 38.05.255 (millsite lease for mine-related facilities);
- AS 38.05.810(a)* (government agency; tax-exempt, non-profit organization organized to operate a cemetery, solid waste facility, or other public facility; or a subdivision's nonprofit, tax-exempt homeowner's association);
- AS 38.05.810(b)-(d) (non-profit corporation, association, club, or society operated for charitable, religious, scientific, or educational purposes, or for the promotion of social welfare, or a youth encampment);
- AS 38.05.810(e) (licensed public utility or licensed common carrier);
- AS 38.05.810(f) (non-profit cooperative organized under AS 10.25, or licensed public utility);
- AS 38.05.810(h) (Alaska Aerospace Development Corporation);
- AS 38.05.810(i) (port authority);
- AS 38.05.825 (municipality applying for eligible tidelands, or tidelands required for private development);
- Other (please explain): We are seeking a Cooperative Resource Management Agreement

~~If you have checked one of the above statutes, attach a statement detailing your qualifications under each requirement of that statute.~~

Do you think you qualify to lease the land for less than fair market value? Yes No. If yes, under what provision of AS 37.05?

- AS 38.05.097 (youth encampment or similar recreational purpose);
- AS 38.05.098 (senior citizen discount for a residential lease);
- Other (please explain).

This property is being used for public, non-motorized, recreation as skiing/hiking/biking trails.

ADL # _____

Application for Purchase or Lease of State Land 102-103 (Rev. 09/21)

Mr VA

5/11/22

Signature

Date

CITY OF VALDER

CITY MANAGER

If applying on behalf of an agency, municipality, or organization, state which one

Title

NOTICE TO APPLICANT:

* For applications filed by a municipality under AS 38.05.810, if there is a remaining entitlement of the municipality under AS 29.65, land transferred under AS 38.05.810 shall be credited toward fulfillment of the entitlement.

* Construction may not commence until approval is granted by lessor.

* This application will not be considered unless it is accompanied by the appropriate filing fee and completed in full. THE FILING FEE WILL NOT BE REFUNDED NOR IS IT TRANSFERABLE. All checks are to be made payable to the Department of Natural Resources.

* Include a 1:63,360 USGS map showing location of proposed activities in relation to survey monumentation or fixed geographical features which fully illustrates your intended use, including the location of buildings and improvements and access points, labeled with all dimensions, and a development plan providing a complete list of proposed activities.

* The applicant may be required to deposit a sum of money sufficient to cover the estimated cost of survey, appraisal, and advertising. If the land is sold or leased to another party, the deposit will be returned to the applicant.

* The filing of this application and payment of the filing fee vests the applicant with no right or priority in the lands applied for. It is merely an expression of the desire to purchase or lease a parcel of land when and if it becomes available. Filing an application serves the purpose of notifying the state that an individual is interested in purchasing or leasing land. It is not a claim, nor does it in any way obligate the state to sell or lease land.

* If the application is for use in conjunction with a guide/outfitter operation, include proof of a guide/outfitter certification for the use area.

* If the application is for a commercial fish camp, include a copy of your limited entry permit or an interim-use salmon set net permit.

* If applying for a senior citizen discount, include form 102-1042.

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

<p align="center">For Department Use Only</p> <p align="center">Application received date stamp</p> <p>Receipt Types:</p> <p><input type="checkbox"/> 13 – Application for Lease of State Land</p> <p><input type="checkbox"/> 5K – Application for Lease to Authorize Unauthorized Use</p>

ADL # _____



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

Land Conveyance Section
 550 W. 7th Ave, Suite 640
 Anchorage, AK 99501-3576
 (907) 269-8594

Northern Region
 3700 Airport Way
 Fairbanks, AK 99709-4699
 (907) 451-2740
nro.lands@alaska.gov

Southcentral Region
 550 W. 7th Ave, Suite 900C
 Anchorage, AK 99501-3577
 (907) 269-8503
dnr.pic@alaska.gov

Southeast Region
 P. O. Box 111020
 Juneau, AK 99811-1020
 (907) 465-3400
sero@alaska.gov

Statewide TTY – 771 for Alaska Relay or 1-800-770-8973

APPLICANT ENVIRONMENTAL RISK QUESTIONNAIRE

The purpose of this questionnaire is to help clarify the types of activities you propose to undertake. The questions are meant to help identify the level of environmental risk that may be associated with the proposed activity. The Division of Mining, Land and Water's evaluation of environmental risk for the proposed activity does not imply that the parcel or the proposed activity is an environmental risk from the presence or use of hazardous substances.

Through this analysis, you may become aware of environmental risks that you did not know about. If so, you may want to consult with an environmental engineer or an attorney.

Mark Detter (CM), Paul Nylund (Planner)

City Of Valdez

Applicant's Name

Doing Business As

Po Box 307

Valdez

AK

99686

Address

City

State

Zip

[Redacted]

[Redacted]

[Redacted]

Paul Nylund

Message Phone

Work Phone

Email

Contact Person

Describe the proposed activity:

Operation and maintenance of trails. The trails will be managed as is consistent with Valdez Municipal Code 12.08

In the course of your proposed activity will you generate, use, store, transport, dispose of, or otherwise come in contact with toxic and/or hazardous materials, and/or hydrocarbons? Yes No. If yes, please list the substances and the associated quantities. Use a separate sheet of paper, if necessary.

ADL # _____

Applicant Environmental Risk Questionnaire Form 102-4008A (Rev. 09/21)

If the proposed activities involve any storage tanks, either above or below ground, address the following questions for each tank. Please use a separate sheet of paper, if necessary, and, where appropriate, include maps or plats:

- a. Where will the tank be located?

- b. What will be stored in the tank?

- c. What will be the tank's size in gallons? _____

- d. What will the tank be used for? (Commercial or residential purposes?)

- e. Will the tank be tested for leaks? _____

- f. Will the tank be equipped with leak detection devices? Yes No. If yes, describe:

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

I certify that due diligence has been exercised and proper inquiries made in completing this questionnaire, and that the foregoing is true and correct to the best of my knowledge.

Applicant Signature: ML R JAA Date: 5/11/22

AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(9) and confidentiality is requested). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210. In submitting this form, the applicant certifies that he or she has not changed the original text of the form or any attached documents provided by the Division. In submitting this form, the applicant agrees with the Department to use "electronic" means to conduct "transactions" (as those terms are used in the Uniform Electronic Transactions Act, AS 09.80.010 – AS 09.80.195) that relate to this form and that the Department need not retain the original paper form of this record: the department may retain this record as an electronic record and destroy the original.



April 21, 2022

AK DNR-DMLW
Southcentral Regional Land Office
550 W 7th Ave., Suite 900C
Anchorage, AK 99501-3577

Hello,

This written narrative, along with the attached aerial map, are intended to constitute the development plan that is required for our application for a Cooperative Resource Management Agreement (CRMA) between the AK DNR and the City of Valdez, for the recreational trails that exist on DNR land, within the City of Valdez Boundaries in the lower Mineral Creek area. While some of these trails are on City of Valdez property, or secured through easements on private land, a significant portion are on AK DNR land (see attached map). The granting of a CRMA would ensure that the City of Valdez will be able to continue to manage and maintain these trails as we have been since 2002, which includes restricting use to non-motorized on approximately 80 acres of land in the Mineral Creek Canyon area. This will help to ensure that residents and guests of Valdez will be able to safely enjoy the benefits of these popular trails for generations to come.

The City of Valdez currently monitors and maintains approximately 11.6 miles of recreational trails in the Mineral Creek area. These trails are used for a variety of activities from hiking and biking in the summer, to skiing and snowmobiling in the winter. These trails grew organically since the establishment of the new Valdez townsite, and were increasingly utilized for recreational purposes throughout the seventies and eighties. In 1988 the City of Valdez began the process to secure a land interest for the trails that are located on AK DNR land, and although this progress went forward with fits and starts as documented in ADL #224602, it was never seen to fruition.

In 2002 the City of Valdez contacted the DNR and received a letter of non-objection from the South Central Regional Office which was assumed to have given the city permission to restrict access to these trails to non-motorized. Following the receipt of the letter of non-objection, the City of Valdez worked to pass Ordinance NO. 02-21, which codified the usage classifications for the Mineral Creek Trail system (see attachment). Recently it was decided that the process by which the DNR authorized the City of Valdez to restrict motorized access across state land was not subject to public notice, serialized as a standalone administrative decision, or noted in publicly available DMLW resources as is standard practice. The City of Valdez is now applying for this CRMA in order to rectify this situation so we can continue to manage these trails as we currently are.

These trails are located within the city limits of Valdez, in Section 30 of T8S R6W, Copper River Meridian. The majority of the city trails that are located on the DNR land is designated either as cross-country ski trails, or multi-use/non-motorized (yellow on the attached map). It is our intention to enter into this CRMA in order for the City of Valdez to be able to continue to manage these trails as illustrated in Ordinance NO. 02-21, which includes restricting use to non-motorized on approximately 80 acres of land in the Mineral Creek Canyon. This ordinance was adopted by the City of Valdez in order to accommodate the expanded year-round use of the trails, and to allow for safe access for all users. This area of undeveloped land (except for these trails), is just north of the main Valdez townsite, mainly on the western side of Mineral Creek at the Southern terminus of the Mineral Creek

canyon. The landscape is rolling hills covered by mixed Alder/Willow/Cottonwood forest, with the 16' wide trails already cleared and established.

The only improvements on this state land, other than the trails, are 3 steel gates that are across the trails near where they intersect with the DOT right of way of Mineral Creek Road, and informational signs. The estimated value of the gates and associated signage is approximately \$10,000. There is no further development planned in conjunction with this agreement, nor are there any plans for expansion of these trails at this time. There are no facilities located on the DNR land in this area so there are no power needs, water/wastewater needs, nor hazardous materials used or stored. Access to these trails are via the DOT right-of-way established around Mineral Creek Road, or via trails across City of Valdez owned land.

The population of Valdez was 3,903 in 2018 and these trails are utilized by many of them. The location of these trails immediately adjacent to the main population area of Valdez makes them easily accessible to Valdez residents as well as visitors who want to get outside and recreate. The City of Valdez provides parking areas on City land and streets for users of these trails, and there are no parking areas existing nor needed on DNR land. The City of Valdez Parks and Recreation Department currently clears brush on the trail by hand or with a hydro axe, and occasionally levels the trail surface with a D-8 bulldozer.

I hope this narrative meets the standards for a development plan as required for our application for a CRMA between the City of Valdez and the DNR for Mineral Creek Trails in Valdez, that are on DNR land. Please let me know if there are any questions that I can help answer, or any additional information I can provide.

Thank you for your time and for your attention to this matter,



Paul Nylund

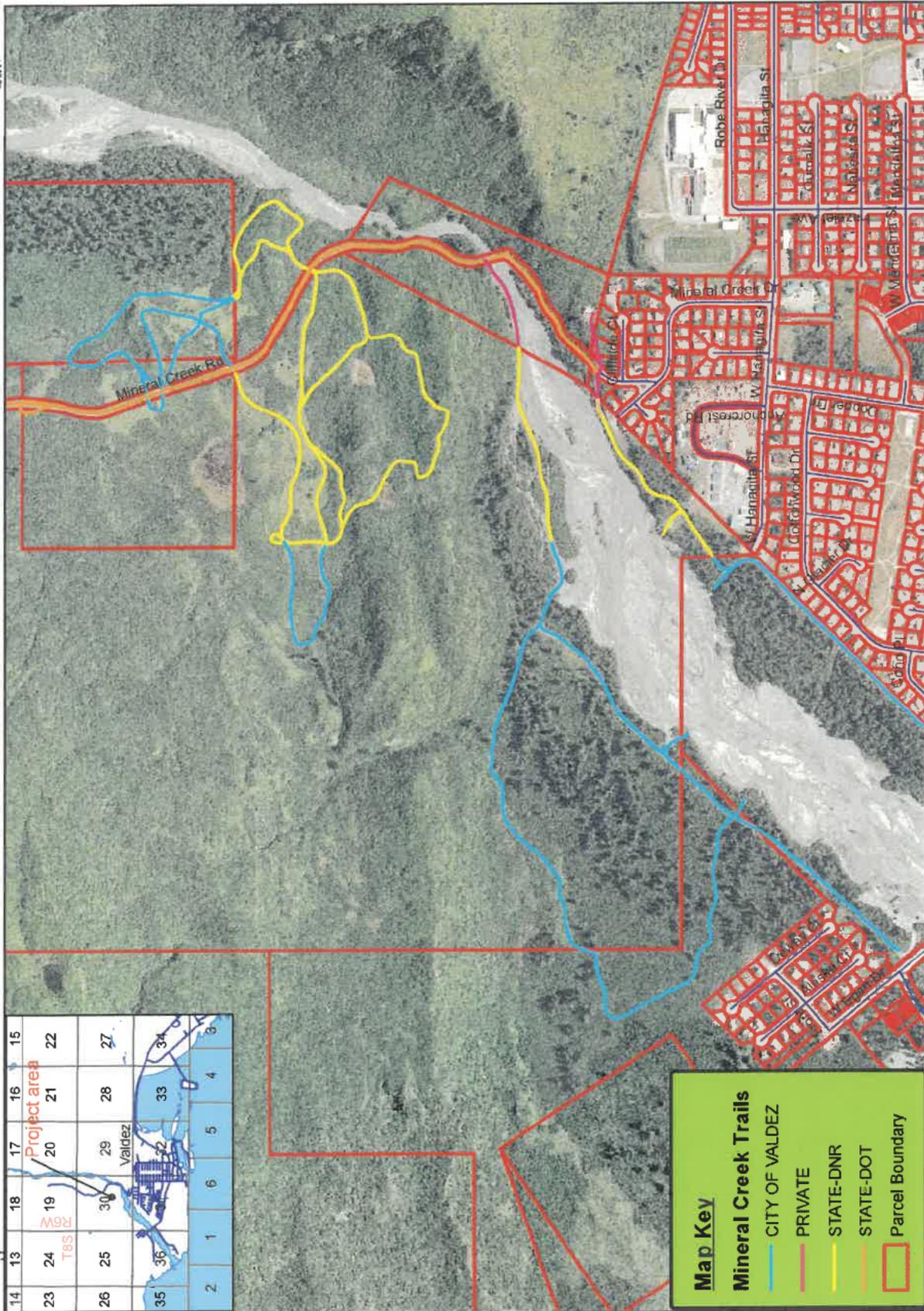




Mineral Creek Trails

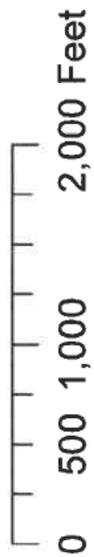


14	13	18	17	16	15
23	24	19	20	21	22
26	25	30	29	28	27
35	36	31	32	33	34
2	1	6	5	4	3



Map Key

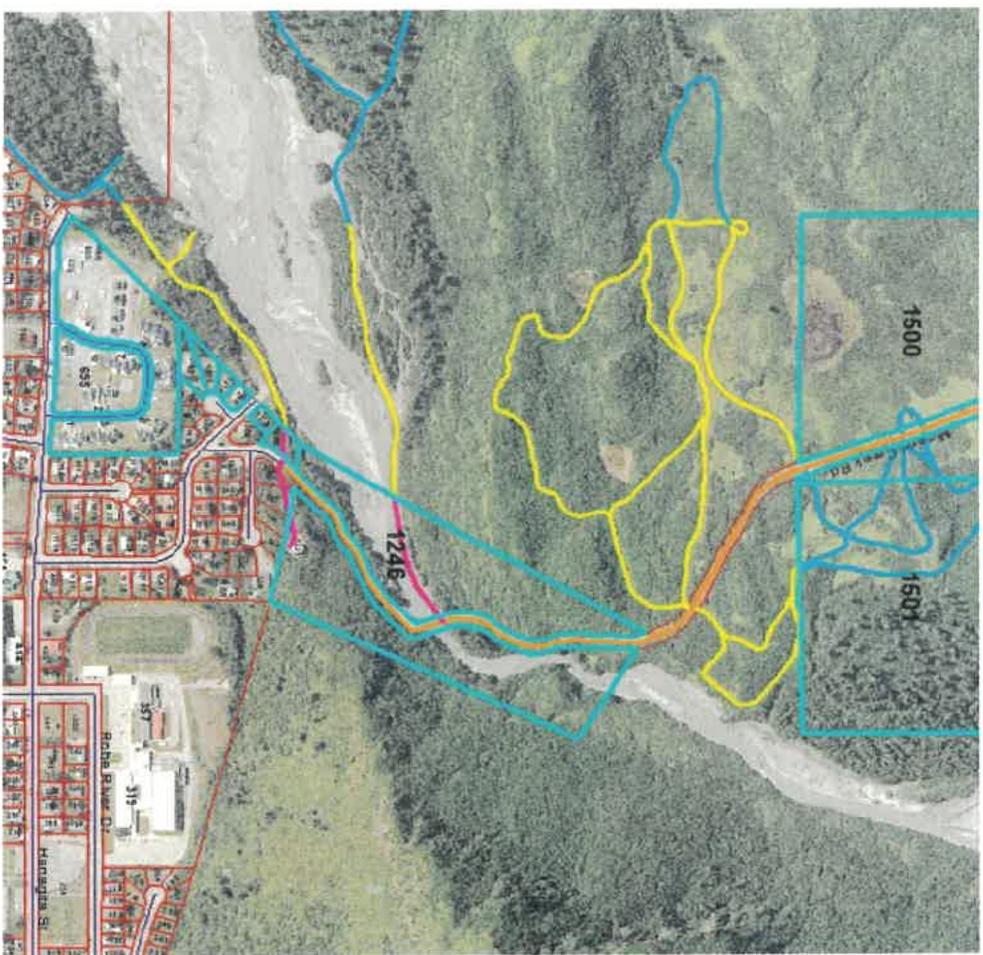
- Mineral Creek Trails
- CITY OF VALDEZ
- PRIVATE
- STATE-DNR
- STATE-DOT
- Parcel Boundary



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

LAND OWNERS ADJACENT TO DNR LAND - CITY OF VALDEZ - CRMA APPLICATION 2022

NAME	ADDRESS	ADDRESS_1	CITY	STATE	ZIP
CULLEN, JOHN & MICHELLE	1219 MINERAL CREEK DR	PO BOX 2504	VALDEZ	AK	99686-2504
THE JAMES & DONNA GIFFORD LIVING TRUST	1212 MINERAL CREEK PL	PO BOX 1253	VALDEZ	AK	99686-1253
LEE, MARK & SUSAN M	1210 MINERAL CREEK PL	PO BOX 472	VALDEZ	AK	99686-0472
CITY OF VALDEZ	1226 MINERAL CREEK RD	PO BOX 307	VALDEZ	AK	99686-0307
	- AND 1500, 1501 MINERAL CREEK ROAD				
STEWART, BRETT R	1214 MINERAL CREEK PL	PO BOX 1525	VALDEZ	AK	99686-1525
SMELCER, MATTHEW C	1216 MINERAL CREEK PL	PO BOX 3207	VALDEZ	AK	99686
RICHARD AND RYDER RADCLIFFE	1246 MINERAL CREEK RD	PO BOX 1128	VALDEZ	AK	99686-1128
COAST GUARD HOUSING	825 W HANAGITA ST	PO BOX 486	VALDEZ	AK	99686



TRAILS ON DNR LAND IN YELLOW
 ADJACENT PARCELS IN TEAL

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 02-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, REPEALING AND REENACTING CHAPTER 12.08 OF THE VALDEZ MUNICIPAL CODE AS IT RELATES TO PARK AND RECREATION AREA USE REGULATIONS

WHEREAS, the Mineral Creek Trails are used for both motorized and non-motorized recreational sports; and

WHEREAS, expanded year-round use of this area has made it necessary to more clearly separate the users; and

WHEREAS, the rules of use for this area need to be clearly defined to allow for safe access for all users to ensure practical enforcement.

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

Section 1: Chapter 12.08 of the Valdez Municipal Code is repealed and reenacted to read as follows:

Chapter 12. 08

PARK AND RECREATION AREA USE REGULATIONS

12.08.010 Mineral Creek Trail usage.

- A. Winter Usage
 - 1. Usage shall be regulated as identified on the map on Exhibit A.
 - 2. The speed limit for all multi-use trails is 20 MPH.
 - 3. Skiers have the right of way in all situations.
- B. Summer Usage
 - 1. Usage shall be regulated as identified on the map on Exhibit B.
 - 2. Motorized vehicles shall be allowed only on Mineral Creek Road.
- C. Additional Rules
 - 1. The Parks and Recreation Department is authorized to adopt additional rules and regulations to be posted at entrances to the trails.

D. Violations

1. No person shall violate or fail to comply with any of the rules for usage of the trails. A violation of this section is punishable by a fine not to exceed three hundred dollars, which may result in the impoundment of the vehicle/equipment used in the violation and may result in a loss of privilege to use the trail system.

2. Any person violating Chapter 12.08 may be required to pay a fine of not less than \$25 nor more than \$300 for the first offense, and not less than \$50 nor more than \$300 for the second or subsequent conviction. In addition, the court may order that the vehicle/equipment operated in violation of said section be impounded for a period of not less than 15 nor more than 60 days, beginning at a date specified by the court. Impoundment may be effected by taking physical possession of the vehicle/equipment by the City.

3. Individuals who fail to abide by imposed restrictions may be subject to charges of trespass.

4. The City Manager or his/her designee shall have the power and authority to issue citations for municipal code violations occurring under Chapter 12.08 of the Valdez Municipal Code.

5. The Valdez Police Department and individuals authorized under Section D (2) of this ordinance may issue citations based on the affidavit of a private citizen that establishes probable cause as specified in AS 12.25.030

Section 2: This ordinance takes effect immediately upon passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA this 18th day of November, 2002.

CITY OF VALDEZ, ALASKA


Bert L. Cottle, Mayor

ATTEST:


Sheri L. Pierce, CMC/AAC, City Clerk



APPROVED AS TO FORM:

Walker, Walker, and Associates

By: *William M. Walker*
William M. Walker

1st Reading 11/4/02
2nd Reading 11/18/02
Adoption: 11/18/02
Ayes: 7
Noes: 0
Not Voting: 0
Absent: 0

Exhibit A Mineral Creek Winter Trail Map

LEGEND

- TOWN STREETS _____
- CROSS COUNTRY SKI TRAILS - - - - -
- MOTORIZED USE ONLY - - - - -
- MULTI-USE TRAILS - - - - -
- MULTI-USE NON-MOTORIZED TRAILS - - - - -
- DESIGNATED SNOWMACHINE CROSSINGS ⊗
- DESIGNATED NON-MOTORIZED USE AREA [Stippled Area]

MINERAL CREEK ROAD WILL BE CLOSED TO MOTORIZED VEHICLES FROM POINT **A** TO POINT **B** WHEN THE ALTERNATE ACCESS IS OPENED

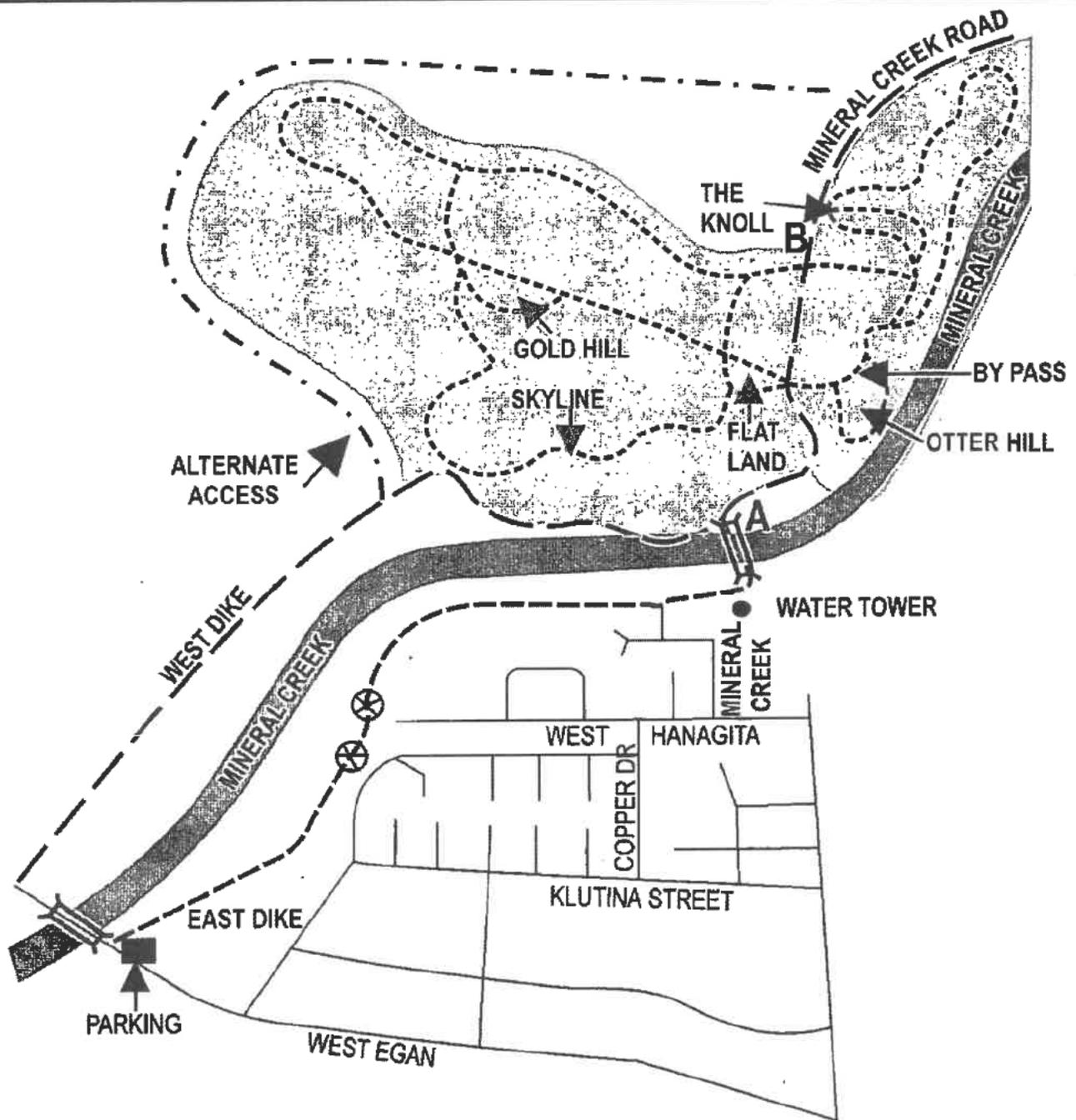


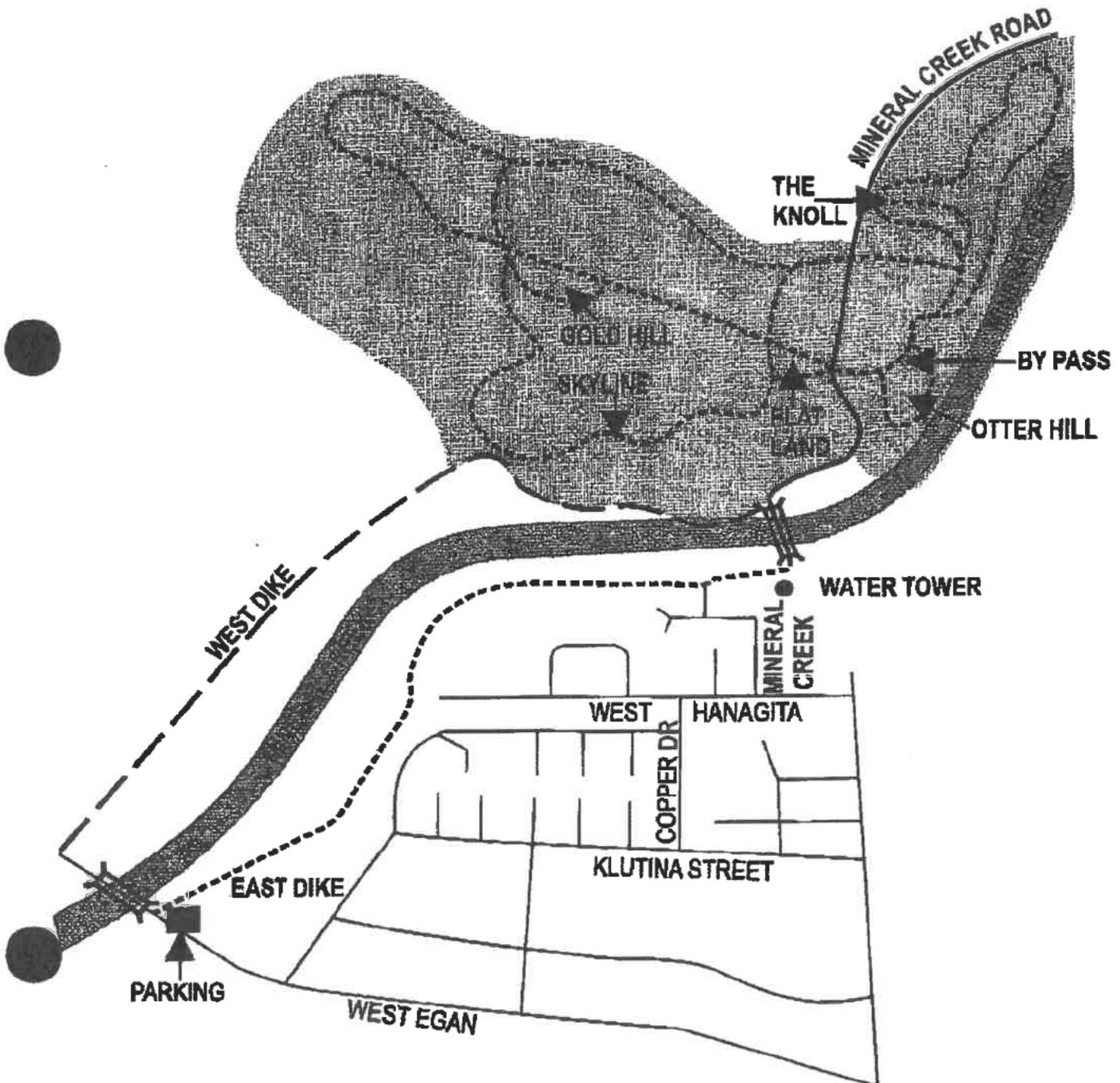
Exhibit B Mineral Creek Summer Trail Map

LEGEND

MULTI-USE - MOTORIZED _____

MULTI-USE - NON-MOTORIZED _____

MULTI-USE - LIMITED MOTORIZED (UNDER 600 lbs) _____



Mineral Creek Trails on State Land - Management Issue

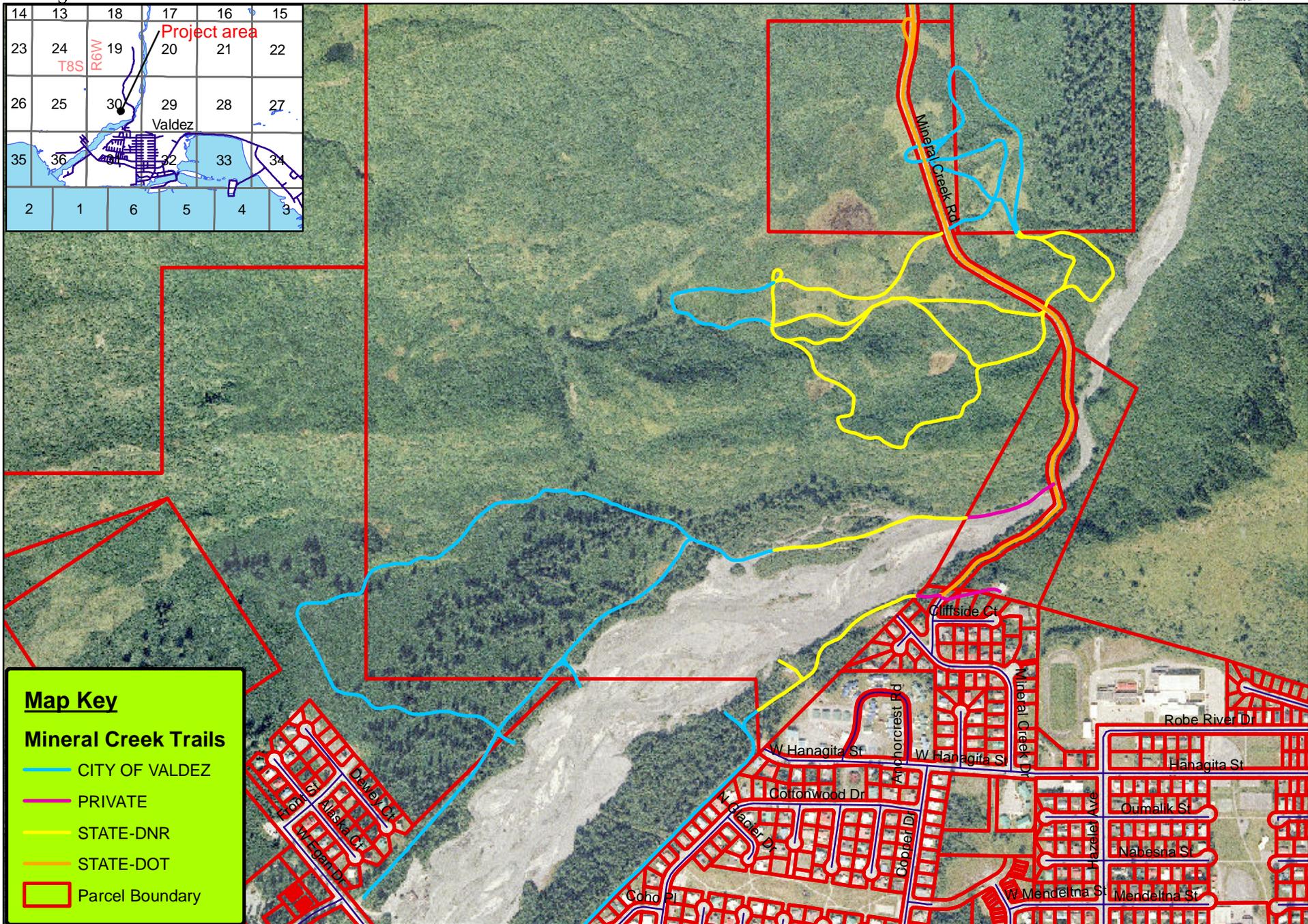
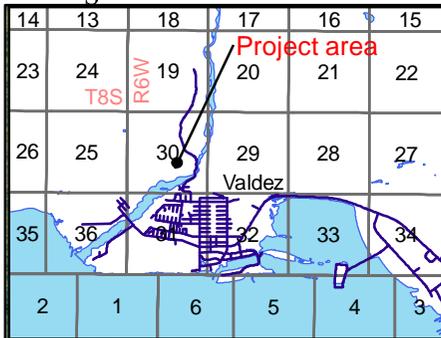
In early January of 2022, the State of Alaska Department of Natural Resources (DNR) South Central Regional Land Office (SCRO) contacted the City of Valdez Planning Department and informed us that there had been a complaint from a member of the public stating that they had been prevented from accessing the Mineral Creek Trails on a snow machine during a ski race event. Several of these trails exist on DNR administered lands, and the DNR did not have any record of authorizing the restriction of motorized access on these lands. The Planning Department provided the DNR with a letter of non-objection from the DNR dated October 29, 2002, which concurred with the request from the City of Valdez to restrict motorized access on these trails and the land immediately surrounding them. Following the receipt of this letter from the DNR, the City of Valdez passed Ordinance NO. 02-21, which codified the separation of motorized and non-motorized on these trails.

The DNR is concerned “that the letter from 2002 may not be sufficient to authorize continued restriction over the 80 acres of state land surrounding the Mineral Creek Trails, as this action was not subject to a full public process at the time”, and that “in the long term, it is SCRO’s position that a public process is necessary to authorize any use restrictions over general state land.” In order to continue to manage these trails in a manner that is consistent with Ordinance NO. 02-21, the DNR is advising the City of Valdez to enter a Cooperative Resource Management Agreement (CRMA) with the state. A CRMA would undergo the same public process as any other agreement with DMLW and would serialize the resulting administrative action so that the public has the opportunity to review the decision/casefile and view the boundaries of any authorization granted.

In order to enter into this agreement with the DNR, the City of Valdez has been advised to fill out an application to lease the land in question, which will begin the public notice process and lead to the CRMA being established. This cooperative agreement between the City of Valdez and The AK DNR would allow the Parks and Recreation Department to continue to manage these portions of the Mineral Creek Trail system that are located on state land in the manner that they currently are. This report is intended to give the City Council an update on what has transpired up to this point regarding this issue, and to outline the path going forward.



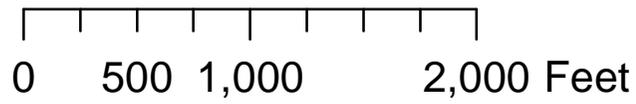
Mineral Creek Trails



Map Key

Mineral Creek Trails

- CITY OF VALDEZ
- PRIVATE
- STATE-DNR
- STATE-DOT
- Parcel Boundary



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



Legislation Text

File #: 22-0423, **Version:** 1

ITEM TITLE:

City Manager's Report 8/2/2022

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and File.

SUMMARY STATEMENT:

Chugach Project on Meals- On Wednesday July 26, 2022 a meeting was held with representatives of the Chugach Corporation, including Chugach's Project Manager for the proposed project.

The projects emphasis has changed from a multi-use project to strictly housing. Chugach is confident that the local businesses are prepared to sign long term leases to provide housing to their employees. Chugach goal is to begin the project in April of 2023.

Senior Housing Project- The Rasmuson Foundation has informed the City and Cordes that the Senior Housing Project is eligible to be considered for \$375,000 in Grant funding. The grant application will be submitted in October.

Capitol Hill Group Report- The Capitol Hill Group (Stratton Edwards) presented the following report for the 2nd quarter:

Mr. Edwards meet via G2M 5 times in the 2nd quarter of 2022 with Assistant City Manager/Capital Facilities Director Nate Duval and myself. The major focus of the meeting was continued discussion of the Bi-Partisan infrastructure bill and an earmark request for the Sewer Force Main.

Mr. Edwards contacted Senator Murkowski's office several times to verify the submittal of the Earmark request and worked with Mr. Duval and myself to assure the accuracy of the submittal. The Senator's Office has moved forward the earmark request to the relevant sub-committee.

NATIONAL GUARD FEMA REGION 10 VISIT TO VALDEZ- Emergency Manager Aaron Baczuk facilitated a visit from Army National Guard FEMA Region 10 leadership team on July 28, 2022. The groups consisting of the teams Commander met with City personnel and representatives of the United States Coast Guard, Alyeska, and the State of Alaska DOT representative. Presentations

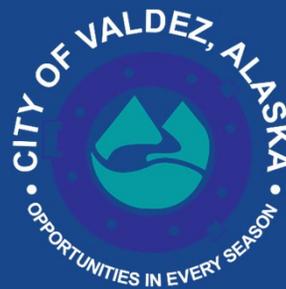
were given by Alyeska on spill response, the Coast Guard on emergency response capabilities. City personnel provided presentations on other hazards risks in Valdez.

Project Report- The August project report will be submitted as part of the City Manager's report.

CITY OF VALDEZ PROJECT UPDATE

City Council Meeting

August 2, 2022



CITY OF VALDEZ 2022 CURRENT PROJECTS

PROJECT	CONTRACT BUDGET	ACTUAL AMOUNT EXPENDED	SCHEDULED SUBSTANTIAL COMPLETION DATE	ACTUAL SUBSTANTIAL COMPLETION DATE
EAST HANAGITA	\$1,350,000		FALL 2022-30% Complete	
WHALEN AVENUE	\$3,881,476		FALL 2023	
WATER MAIN REPLACEMENT MEALS TO RICH	\$767,868		10/31/2022-Will commence Mid August	
DEPARTMENT STORAGE FACILITY	\$752,000		11/28/2022-Scheduled for early August start	
HHES CAFETERIA FLOORING	\$376,495		8/6/2022-On Schedule	



CURRENT PROJECTS

- FIRE & BALER ROOF REPLACEMENTS-SUBSTANTIALLY COMPLETE.
- VCT TRANSFER RAMP SUBSTANTIALLY COMPLETE
- NEW WELL DEVELOPED AT 1500 GALLONS PER MINUTE.
- DELAYED PROJECTS:
 - LIBRARY BATHROOMS (Material Shipping)
 - SCHOOL FREEZER (Material Shipping)
 - ROBE RIVER BOOSTER PUMP (Material Shipping)



DESIGN PROJECTS

- SEWER FORCE MAIN-Anticipated bid August or September.
- HOSPITAL MASTER PLAN-Working on presentation for Providence Hospital Advisory Committee.
- H-K & TOUR DOCK REPLACEMENT-State matching grant awarded. CMGC out for proposals.
- PAVEMENT MANAGEMENT 4,5, & 6-Booth at Gold Rush Days for Public Information.
- HIGH SCHOOL –Condition report expected in August.
- INFRASTRUCTURE GRANT ASSISTANCE-Budget Resolution considered August 2, 2022.



**CITY OF VALDEZ
2022 COMPREHENSIVE PLAN
HIGH PRIORITY GOALS-1ST FOCUS
LIVABLE BUILT ENVIRONMENT**

Comp Plan Action	Description	Staff Responsible	Scheduled Completion Date
2.1 A	Adopt 2 New Zoning District- Residential/Recreation & Working Waterfront	Lead-Planning Director Other Staff-PRCS Director Ports & Harbor Director, City Clerk, Comms, Rec & P&H Commission	Winter/Spring 2023
2.1 B&E	Rezone City of Valdez Parcels to align with Future Land Use Map	Lead-Planning Director	Winter/Spring 2023
2.1 J & I	Update to Title 17 to make consistent with Title 8-Priortizing Existing Nuisance Enforcement	Lead-Planning Director/Police Chief Other Staff- Clerk, FC	Winter/Spring 2023
2.3B	Revise Residential Zones-Title 17 Udate	Lead-Planning Director, ED, CM, CC, HR,FC	Winter/Spring 2023



CITY OF VALDEZ
 2022 COMPREHENSIVE PLAN
 HIGH PRIORITY GOALS-1ST FOCUS
 LIVABLE BUILT ENVIRONMENT

Comp Plan Action	Description	Staff Responsible	Scheduled Completion Date
2.3C	Revise Title 17 to address Short Term Rental Housing and Accessory Dwelling Units	Lead-Planning Director, Other Staff-CM, Clerks,CD,HR, ACM,FD	Winter/Spring 2023
2.1G &H	Allocation of Costs for new Infrastructure for New & Existing Developments	Lead-City Manager/ACM Other Staff-PD, FC,FD,PWD,ITD	Winter/Spring 2023
2.3A&D&H	Identify and Adopt Strategic Housing Investment Areas & Develop Expedited Review	Lead-City Manager, Other Staff-PD, ACM, CC, FD,	Winter/Spring 2023
2.3E	Continue Developing	Lead-ED/ CM	Winter/Spring 2023





Legislation Text

File #: 22-0424, **Version:** 1

ITEM TITLE:

City Attorney Billing Summary

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

See attached summary of City Attorney billing for June 2022.

BRENA, BELL & WALKER, P.C.

ROBIN O. BRENA, MANAGING ATTORNEY
 JESSE C. BELL
 WILLIAM M. WALKER
 DAVID W. WENSEL
 ANTHONY S. GUERRIERO
 LAURA S. GOULD
 KELLY M. MOGHADAM
 JON S. WAKELAND
 JAKE W. STASER

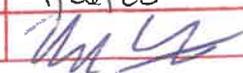
ATTORNEYS AT LAW

810 N STREET, SUITE 100
 ANCHORAGE, ALASKA 99501
 TELEPHONE: (907) 258-2000
 FACSIMILE: (907) 258-2001
 WEB SITE: BRENALAW.COM

CONFIDENTIAL

July 26, 2022

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

From: Administration	
PO/Contract #:	
Account #:	001-5600-43200
Activity Code:	
Date:	7/26/22
Signature:	

June 2022 Billing Summary Sheet

File No.	Description	Amount
1374-007	City Council	\$4,530.00
1374-008	Capital Facilities	\$120.00
1374-009	Ports & Harbors	\$330.00
1374-010	Finance	\$809.68
1374-011	Administration	\$6,339.99
1374-012	Community Development	\$3,030.00
1374-014	Escaped Property (SARB)	\$4,787.95
1374-014B	Escaped Property 1997-2016 Supreme Court Appeal	\$31,843.33
1374-014C	Escaped Property 2017-2021 Superior Court Appeal	\$24,343.05
1374-014D	Escaped Property 1997-2020 Superior Court Attorneys' Fees Appeal	\$2,932.61
1374-016	Parks and Rec	\$150.00
1374-017	Police Department	\$240.00
1374-019	Public Works	\$60.00
1374-030	C-Plan	\$262.00
1374-032	Economic Development	\$240.00
1374-033	Fire Department	\$90.00
1374-034	Barton (Superior Court)	\$9,312.74
1374-036	Code Enforcement	\$300.00
1374-037	Pacific Pile & Marine Claims	\$210.00
1374-042	Redistricting (Superior Court)	\$16,562.97
1374-043C	Hilcorp/Dismissal Appeal. This bill is \$7,570.00, of which \$0 is costs. Any unpaid fees will be payable from any award of attorneys' fees.	\$0.00
1374-043D	Hilcorp/Constitutional Claimant Appeal (Attorneys' Fees). This bill is \$46,225.36, of which \$698.11 is costs. Any unpaid fees will be payable from any award of attorneys' fees.	\$698.11
1374-044A	Alaska Trappers (Supreme Court Appeal)	\$2,399.60
1374-044B	Alaska Trappers (Attorneys' Fee Appeal)	\$225.00
TOTAL		\$109,817.03



Legislation Text

File #: 22-0425, **Version:** 1

ITEM TITLE:

City Council August 2022 Calendar

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

See attached August 2022 Calendar.

August 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 7pm – P&H Commission Meeting	2 Noon- 3 pm- PF Advisory Comm. Annual Meeting 6pm- Council Work Session- PF Annual Meeting 7pm – City Council Regular Meeting	3 Gold Rush Days	4 Gold Rush Days	5 Gold Rush Days	6 Gold Rush Days
7 Gold Rush Days	8 6pm – School Board Work Session 7pm- School Board Meeting	9 7pm – Parks & Rec Commission Meeting	10 7pm – Planning & Zoning Commission Meeting	11	12 5 PM- Beautification Commission Work Session	13
14	15 7pm – P&H Commission Meeting	16 State Primary and Special General Elections	17 7pm – City Council Regular Meeting (note date change)	18 6:30 PM – VMHA Board Meeting (Zoom) 7 PM – Economic Diversification Commission Meeting (note date change)	19	20
21	22 6pm – School Board Work Session 7pm- School Board Meeting	23 First Day of School	24 7pm – Planning & Zoning Commission Meeting	25 Noon- Beautification Commission 5 PM- Pavement Management IV, V, VI Public Meeting (Civic Center) 6 PM- Council Work Session- City Land Use	26	27
28	29	30	31			

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

Note 2: Unless otherwise indicated, all meetings occur in Valdez Council Chambers.

Updated 7.28.22